



Board of Finance

Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

5:30 pm, Bushor Conference Room, 1st Floor City Hall OR Remotely via ZOOM:

Please click the link below to join the webinar:

<https://zoom.us/j/98900548545>

Or Telephone: +1 646 931 3860 US

Webinar ID: 989 0054 8545

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	2. Public Forum

Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent)
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	3.2. January 22, 2024 Board of Finance Meeting Minutes, Draft
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Minutes
Recommended Action	approve the minutes
Subject	3.3. Request to (1) convey the so-called North Hangar building at Patrick Leahy Burlington International Airport to Beta Technologies, Inc. (Beta) by Bill of Sale, and (2) execute a Ground Lease Agreement with Beta to replace the existing building lease between the parties - Airport
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	1. "To approve and recommend that the City Council authorize the conveyance of the North Hangar building located at 1150 Airport Drive in South Burlington to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute a bill of sale to effect the conveyance, subject to final review and approval by the City Attorney's Office."

2. To approve and recommend that the City Council authorize the leasing of certain identified space at the Patrick Leahy Burlington International Airport to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute the ground lease agreement, subject to final review and approval by the City Attorney's Office."

Subject	3.4. BED Electrify Your Fleet Incentive Program grant - BED
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	move to approve and authorize the BED General Manager or their designee, to enter into and execute all necessary grant agreements with respect to accepting the State of Vermont's Electrify Your Fleet Incentive Program in the amount of \$5,000 towards the purchase of two plug-in electric Ford F-150 Lightning fleet vehicles included in BED's FY 2024 capital budget, subject to final review and approval of the City Attorney's Office
Subject	3.5. Motion to Authorize Chief Innovation Officer to enter into a contract for email services - I&T
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Innovation & Technology
Type	Action (Consent)
Recommended Action	to approve and recommend to the City Council that it authorize the Chief Innovation Officer execute an agreement with GovConnection, Inc. and Microsoft for email services for a total amount not to exceed \$165,000 over three years, subject to final contract approval by the City Attorney's Office
Subject	3.6. CivicEngage (website engine) Purchase - I&T
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Innovation & Technology
Type	Action (Consent)
Recommended Action	The approval and recommendation to the Board of Finance that the Chief Innovation Officer be authorized to execute a contract in an amount up to \$80,000 to purchase and install the CivicEngage module from CivicPlus, including \$16,286 per year beginning in year two and continuing through year three, subject to contract approval by the City Attorney's Office.
Subject	3.7. Request to Amend a Contract with Nelson\Nygaard Consulting Associates, Inc. for Consultant Services for the Citywide Transportation Study - Planning

Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Planning
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the Director of City Planning to amend the maximum limiting amount for the CTOS study to a total of \$104,373.50 and to execute a contract amendment with Nelson\Nygaard Consulting Associates, Inc. for the revised amount and for the purposes of replacing the scope of work for Task 1A, subject to final review and approval of the City Attorney's Office

4. For Approval and Recommendation to the City Council

Subject	4.1. Authorization to Execute Contracts for two Great Street CityPlace Streetscape Public Art Projects - BCA/DPW
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	City Arts
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the Director of Burlington City Arts to execute the following Artist Agreements for public art surrounding CityPlace Burlington, for contract values not to exceed \$182,500 in the aggregate, with additional approved contingency funds in the amount of \$17, 500 to fund any future necessary contract amendments or city scope related to the public art projects, for a total authorized expenditure not to exceed \$200,000, subject to review and approval by the City Attorney's Office and contingent upon City Council approval of Budget Amendment for BTC Public Improvements for Public Art Contracts and ARDA Amendment: - o A contract with Studio Projects, LLC in an amount not to exceed \$92,500 for final design, fabrication, and installation of artwork; and - o A contract with Studio KCA in an amount not to exceed \$90,000 for final design, fabrication, and installation of artwork
Subject	4.2. Budget Amendment and Contract Amendment for BTC Public Improvements and Associated Public Art Contracts - DPW
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department
Type	Action
Recommended Action	1. To approve and recommend that the City Council authorize the use of \$200,000 in Waterfront TIF funds towards the BTC Public Improvements, Public Art project budget, as further detailed in the amendments to the project budgets as described the above

table labeled "NW Budget- TIF Only" and subject to the attached Budget Amendment form; and

2. To approve and recommend that the City Council authorize the use of \$1,054,624 in Waterfront TIF funds towards the BTC Public Improvements, BTC Public Improvement TIF project budget, as further detailed in the amendments to the project budgets as described in the above table labeled "NW Budget- TIF Only" and subject to the attached Budget Amendment form; and

3. To approve and recommend that the City Council authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1.

4. To approve and recommend that the City Council authorize the Director of Public Works to execute a second contract amendment with Stantec Consulting Services, Inc. for the development of an updated design for the Great Streets Bank & Cherry Street project in an additional amount up to \$85,716, and any necessary future amendments in furtherance of updating the current design using up to \$8,571.60 (10%) in available contingency funds, for a total authorized contract amount not to exceed \$1,340,003.32, subject to the review and approval of the City Attorney's Office.

Subject	4.3. RAISE Reconnecting Downtown Grant Acceptance associated with the BTC Public Improvements Project - DPW
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department
Type	Action
Recommended Action	1. To approve and recommend that the City Council authorize the Director of Public Works to execute the Amendment #1 to Cooperative Agreement CA0811 from the Vermont Agency of Transportation to accept an additional grant amount of \$22,384,000 for construction of the Reconnecting Downtown Project, for an authorized RAISE grant acceptance in the amount of \$22,384,000, resulting in a total authorized grant acceptance amount of \$37,384,000, including a previously authorized CDS local match in the amount of \$3,000,000, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation with no local match, subject to approval by the City Attorney's Office. 2. To approve and recommend that the City Council authorize the Director of Public Works to execute the U.S. Department of Transportation Grant Agreement under the Fiscal Year 2023 Raise Program to define the scope of work, project schedule, and City's reporting responsibilities, subject to approval by the City Attorney's Office. 3. To approve and recommend that the City Council approve the necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described herein and in the attach draft budget amendment form and further authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.
Subject	4.4. Budget Amendment for 130 Bank Street Sales Tax Reallocation Funds for the BTC Public Improvements Project - DPW
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department

Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works or designee to request reimbursement in the amount of \$987,059 in 130 Bank Street Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget and to accept the same, and to further authorize the Chief Administrative Officer or designer to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding
Subject	4.5. Approve Street Maintenance Worker/Working Foreperson Retention Bonuses - DPW
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the attached Memorandum of Understanding between AFSCME Local #1343 and the City of Burlington Re: Retention Bonus for Department of Public Works Street Maintenance Employees, authorizing Public Works Director Chapin Spencer to execute the agreement and to further authorize the payment of retention bonuses to employees holding the positions of Street Maintenance Worker and Street Maintenance Working Foreperson for the periods described and amounts listed therein provided that such payments shall not exceed \$1500 per employee or \$28,500 in the aggregate, subject to review as necessary by the Chief Administrative Officer or designee
Subject	4.6. Van Purchase for Burlington CARES - Police
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Police Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the Chief of the Burlington Police Department, to enter into a purchase agreement with New England Motor Car Company, to acquire a Ram ProMaster Van for use by the Burlington CARES team, in an amount not to exceed \$84,995, with review and approval of any agreements by the City Attorney's Office

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	February 5, 2024 - Board of Finance Meeting - Monday, February 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. Adjournment
Department	Council and Board

Type	Action Procedural
Recommended Action	Motion to adjourn

**BURLINGTON BOARD OF FINANCE
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
January 22, 2024**

MEMBERS PRESENT:

Zoom)

Karen Paul
Ali Dieng (via

Joe Magee
Mark Barlow
Miro Weinberger

OTHERS PRESENT:

Katherine Schad
Jared Pellerin
Jordan Redell
Nicole Losch
Chapin Spencer
Matt Dow
Megan Moir
Tony Berty

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 4:54 PM.

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

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments

Michael spoke about a report about TIF financing from the State Auditor and expressed concern about a previous report from the auditor that was critical of the City's handling of TIF accounting. He noted that a more recent report that is also critical of the City's handling of TIF accounting was just released, and asked whether this is a pattern. Mayor Weinberger said that they don't have time to fully address it tonight, but that the audit notes that there was a marked improvement on the areas that were cited as risks during the previous audit.

Sharon Bushor spoke about the proposed City tax increase. She said that the cumulative impact of school tax and City tax is devastating for the average person. She said she recognizes that they have no control over the school's budget, but said that the impact of the CLA needs to be acknowledged. She said that as taxes go up, this plays a big factor in the affordability of all housing, and said that having the City and schools come forward with increases runs the risk of the budgets being voted down.

3.0 CONSENT AGENDA

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

3.2 January 8, 2024 Board of Finance Meeting Minutes, Draft – approve the minutes.

3.3 Request for Approval of a \$331,500 Budget Neutral Amendment to the FY 2024 Patrick Leahy Burlington International Airport – Airport – approve and recommend that the City Council approve a budget neutral amendment in the amount of \$331,500 to the Fiscal Year 2024 Patrick Leahy

Burlington International Airport budget by increasing the accounts as described in the affiliated memorandum.

3.4 Request to Execute a Ten Year Lease Extension with HG Burlington JV (Hudson News) – Airport – approve and authorize Mayor Miro Weinberger to execute a ten year lease amendment with HG Hudson JV.

3.5 Request to purchase MB 4 Rotary Plow (snow blower) through Passenger Facility Charge (PFC) funding – Airport – approve and recommend that the City Council approve and authorize a purchase from M-B Companies, Inc. in the amount of \$826,579.

3.6 Sponsorship Agreement for nuwave's Black Experience 2024 – REIB – approve and recommend that the City Council approve and authorize the Director of Racial Equity, Inclusion, and Belonging and/or Chief Administrative Officer to execute the following agreements for grants of City funds to sponsor the Black Experience 2024 event, for a total authorized grant amount of \$75,000, provided that execution of both such agreements shall be subject to the review of the City Attorney's Office: 1. A sponsorship agreement with nuwave Equity Corporation for the production and management of the Black Experience 2024 event in an amount not to exceed \$35,000; and 2.) a sponsorship agreement with the Flynn Center for Performing Arts associated with the Black Experience 2024 in an amount not to exceed \$40,000.00.

MOTION by Councilor Magee, SECOND by City Council President Paul, to adopt the consent agenda and take the actions indicated for items 3.1-3.6.

VOTING: unanimous; motion carries.

4.0 PRESENTATION REGARDING GRANT SUPPORT – C/T

4.1 Presentation Regarding Grant Support – C/T

Chief Administrative Officer Schad began by noting that about 18 months ago, the C/T Office created a small grants management team, which was in large part responding to large federal grant opportunities in the wake of Covid and Covid recovery. She said that because this is a new function, they would like to report to the Board of Finance on a regular basis on current activity.

Grants Director Losch provided an overview of grants awarded to the City in 2023 through the C/T Office, noting that the total award amount was \$24.1 million. This includes grants for reconnecting Bank & Cherry Streets, downtown workforce development, Champlain Street Park, development of a neighborhood equity index, a Main Street Traffic Study pilot, phase 1 of the Fire Station 1 Windows, work related to the South End Innovation District Neighborhood, and various transportation planning grants. She showed how much of a share of each project the grants covered. She noted two pending announcements of grants related to the Railyard Enterprise project and the Lake Street Shared Use Path Railroad Crossing. She spoke briefly about opportunities and challenges, noting that the Infrastructure Investment & Jobs Act of 2021 created a number of grant opportunities, as did congressionally directed spending and interdepartmental "matchmaking" success, while certain challenges, such as limited opportunities for funding where it is needed most (fleet, facilities, and public health) and limited local match for capital construction, persisted. She spoke about 2024 priorities for grant funding, which include the Railyard Enterprise project, the North Beach overpass, the Queen City Park Road bridge, the Main Street Great Streets project, and South End coordinated redevelopment. She noted several projects with very limited grant opportunities, which include the Gateway Block and Memorial Auditorium, granting funding for the City's fleet, facilities investments, and community spaces.

Councilor Magee asked about what "regional" means in the context of some of this federal funding, given that Vermont doesn't necessarily have the county system that some other states do. Grants Director Losch replied that some of the grant funding is available if Burlington can make the argument that the investments made through the grant funding would have regional importance, which often relates to transportation-related projects.

Councilor Dieng asked if the grants received all come from the same source. Grants Director Losch clarified that only the projects listed as transportation planning, which come from the Regional Planning Commission. She said that many of the others come from the Department of Transportation at the federal level, as well as smaller grants from other agencies. Councilor Dieng asked why the re-

envisioning of North Avenue wasn't included on this list. Grants Director Losch replied that it is included, but not specifically listed in the presentation. Councilor Dieng asked about the methodology used to prioritize projects in today's presentation. Grants Director Losch replied that they highlighted the projects that the C/T Office took the lead on and that were successful awards.

Councilor Grant expressed concerns about the City's situation regarding its fleet and asked whether the City has a strategy for addressing the issues around fleet. She said it is interesting that it takes several years to receive and pay for a fire truck or ambulance if it is ordered, and asked whether those types of vehicles could be ordered now, if there is an anticipated need for them in future years. Chief Administrative Officer Schad replied that the C/T Office has tried to look for fleet grants, but that they are virtually nonexistent. She said that current fleet issues are extremely important to the Fleet Committee, and that the City is working with a consultant on a sustainable fleet financing plan, which it hopes to share with the Board of Finance and City Council. She pointed out that the City more often than not has to pay for vehicles prior to receiving it.

5.0 FOR APPROVAL AND RECOMMENDATION TO THE CITY COUNCIL

5.1 Creation of Wastewater Operator Position – DPW – Water Resources/HR

Director Spencer began by saying that this position's creation is in response to the need for minimal levels of staffing at the City's aging plants. He said that the main plant can no longer reliably be unstaffed during wet weather storm events. He noted that the creation of this position does not impact the General Fund, and that it will come from the Enterprise Fund. Wastewater Facilities Manager Dow said that wastewater has turned into a more labor-intensive job during storms and that this position would help to maintain coverage.

Councilor Magee spoke about the importance of safe staffing across the City.

MOTION by Councilor Magee, SECOND by Councilor Barlow, to recommend that City Council approve the creation of Wastewater Plant Operator, Regular, Full-time, Non-Exempt, AFCSME, Grade 17, role in the Department of Public Works.

VOTING: unanimous; motion carries (City Council President Paul abstained).

6.0 ADJOURNMENT

6.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 5:18 PM.

RScty: AACoonrad

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

FROM: Patrick Leahy Burlington International Airport
Nicolas Longo, Director of Aviation

DATE: February 12, 2024

SUBJECT: Request to (1) convey the so-called North Hangar building at Patrick Leahy Burlington International Airport to Beta Technologies, Inc. (Beta) by Bill of Sale, and (2) execute a Ground Lease Agreement with Beta to replace the existing building lease between the parties.

REQUEST

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization to convey the so-called North Hangar building located at 1150 Airport Drive to Beta Technologies, Inc. (Beta) and to replace the existing lease of that building with a Ground Lease Agreement.

EXECUTIVE SUMMARY

BACKGROUND.

Beta has been a tenant of the North Hangar at BTV since 2019 and has performed in accordance with the terms of its Council-approved lease. During that period, Beta has invested ±\$15,000,000 to fully renovate the North Hangar to house its engineering, administrative and prototype manufacturing facilities. Beta now employs 465 people at its BTV facility, out of a total of nearly 600 employees at the company, many in high-paying positions. Beta manages a robust internship program, collaborating with local educational institutions to provide students with work-study opportunities. Beta is currently seeking to fill another 125 full-time positions and 85 internship positions at BTV. In all, Beta projects total expenditures on capital investments and salaries in excess of \$200,000,000 through 2024.

A primary motivator for BTV to play an integral role in facilitating the Beta development is to

support this emerging technology that will make a significant contribution to reducing greenhouse gases and the effects of climate change. Additionally, the opportunity for BTV to serve as the site for this significant financial investment is compelling. The direct and ancillary benefits to Burlington and the BTV region have been, and will be, substantial – including everything from direct payroll taxes, sales taxes, hotel and restaurant revenues and the multiplier effect of all of that from vendors that will be needed to supply and service Beta's business at BTV.

At the North Hangar, Beta originally leased from BTV certain space within a pre-existing building that had been scheduled for demolition; Beta then demolished or renovated substantial portions of the original building and constructed substantial improvements and additions to the remaining portion of the original building. Beta now desires to convert its existing lease of the North Hangar to become a ground lease, consistent with its other leases at BTV (for the new production facility and for the two West Valley hangars) so that Beta can finance the building and recover a portion of its ±\$15,000,000 investment in the North Hangar for use to support its mission of developing electric aircraft.

Before Beta can convert its existing lease of the North Hangar to become a ground lease, it must first acquire the original building from the City. BTV's accounting records indicate that the original building has a book value of \$383,419. Beta has agreed to pay that sum to the City in consideration of the City's conveyance of the building to Beta by Bill of Sale, and BTV's agreement to grant Beta a rent credit equal to that amount to be applied over a term of five years.

The basic terms of the Ground Lease Agreement are as follows:

LEASE TERM. The lease term would be 30 years, and Beta would have two 10-year extension options, which, if exercised, would cause the lease term to total 50 years.

CAPITAL RESERVE. Beta will fund and maintain a capital reserve to ensure that the leasehold improvements are maintained in good condition throughout the lease term. If BTV desires for the leasehold improvements to be demolished at the expiration of the lease term, the capital reserve can be used to fund the demolition.

RENT. The rent payable by Beta under the Lease will be fair market rent, consistent with the rent paid by other tenants of the Airport. Rent will escalate each year by the percentage change in the Consumer Price Index, with a minimum increase of 2% and a maximum increase of 6% each year. In addition, rent will reset to fair market every 10 years throughout the lease term.

PARKING RENT. Beta will also have the right to license the use of up to 125 parking spaces at BTV upon payment of a fee per parking space consistent with the employee parking rates

paid by others at BTV.

ATTACHMENTS

- A. Ground Lease Agreement with Beta Technologies, Inc.
- B. Parcel Diagram of Beta Site.
- C. Bill of Sale with Beta Technologies, Inc.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the conveyance of the North Hangar building located at 1150 Airport Drive in South Burlington to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute a bill of sale to effect the conveyance, subject to final review and approval by the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the leasing of certain identified space at the Patrick Leahy Burlington International Airport to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute the ground lease agreement, subject to final review and approval by the City Attorney's Office."

City Council:

1. "To authorize the conveyance of the North Hangar building located at 1150 Airport Drive in South Burlington to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute a bill of sale to effect the conveyance, subject to final review and approval by the City Attorney's Office."
2. To authorize the leasing of certain identified space at the Patrick Leahy Burlington International Airport to Beta Technologies, Inc., and to authorize the Mayor of the City of Burlington to execute the ground lease agreement, subject to final review and approval by the City Attorney's Office."

GROUND LEASE AGREEMENT – NORTH HANGAR

This Ground Lease Agreement (“Agreement” or “Lease”) is dated _____, 2024 (the “Effective Date”) and is made by and between **Beta Technologies, Inc.**, a Delaware corporation with a place of business in Burlington, Vermont (the “Tenant”) and the **City of Burlington**, a Vermont municipal corporation located in Chittenden County, Vermont (the “Landlord”) acting by and through Burlington International Airport.

Recitals

A. Landlord owns the real property (the “Property”) operated as the Burlington International Airport (the “Airport”) in South Burlington, Vermont, which is more particularly shown on **Exhibit A** attached hereto.

B. Tenant desires to ground lease a [$\pm 205,340$ sq. ft.]¹ portion of the Property for the purpose of operating an existing $\pm 65,000$ sq. ft. building (the “Building”), together with related site improvements, including a portion of the apron adjacent to the Building, parking, landscaping, lighting, driveways, walkways, service areas, and utilities (collectively, the “Project”).

C. The portion of the Property on which the Project is located is referred to in this Agreement as the “Premises” and is more particularly depicted on **Exhibit B-1** attached hereto (the “Lease Plan”). The legal description of the Premises is set forth on **Exhibit B-2** attached hereto.

D. Landlord and Tenant are parties to that certain Lease Agreement having an effective date of January 1, 2020 (the “Original Lease”), through which, among other things, (i) Tenant leased from Landlord certain space within a pre-existing building (the “Original Facility”) located on a portion of the Premises that had been scheduled for demolition by Landlord, (ii) Tenant demolished or renovated substantial portions of the Original Facility, and (iii) Tenant constructed substantial improvements and additions to the remaining portion of the Original Facility, including within certain Expansion Space (as defined in the Original Lease) and including certain Infrastructure Improvements (as defined in the Original Lease). The Original Facility is now entirely encompassed within the Building and the Project as such terms are defined in this Lease.

E. The Original Lease provided that Tenant would pay rent according to a schedule that applied various rates (consistent with Landlord’s established rates and methodologies for similar property at the Airport) based on the type and condition of the space comprising the premises leased under the Original Lease. The Original Lease also provided Tenant the benefit of certain credits against rent due under the Original Lease, which have since expired through their application against the rent payable thereunder. The Original Lease provided that upon termination of the Original Lease, title to the improvements constructed by Tenant would belong to Landlord.

F. Tenant’s demolition, expansion and initial construction efforts pursuant to the Original Lease are now complete. By separate instrument as of even date herewith, Landlord has conveyed to Tenant Landlord’s right, title, and interest in and to the Original Facility. The parties hereby desire to amend and restate the leasehold arrangement between them. Accordingly, the parties now desire to terminate the Original Lease and simultaneously enter into this Agreement to reflect the current, post-expansion and post-initial construction conditions at the Premises and to set forth the parties’ agreement for Tenant’s continued use and operation of the Premises. By this Agreement, the parties intend (i) to replicate the economic structure of the Original Lease (as expanded to account for Tenant’s expansion and new construction), and (ii) to continue their leasehold arrangement through this Agreement upon terms that reflect the substantial

¹ DRM Note: Final SF to be determined based on survey.

investment made by Tenant, an investment which was disproportionate to the value of the Original Facility.

In consideration of the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. **Premises; Parking; Retained Rights; Condition; Landlord Obligations.**

(a) **Premises.** Landlord does hereby demise, let, rent and lease unto Tenant, and Tenant hereby hires and rents from Landlord, the Premises together with (i) the appurtenances, rights, privileges and easements in any way now or hereafter appertaining thereto to the extent required for Tenant's reasonable use of the Premises (as determined by Tenant), and (ii) the right, title and interest of Landlord in and to the land lying in the streets, avenues, ways and roads in front of and adjoining the Premises to the extent required for Tenant's reasonable use of the Premises (as determined by Tenant), all subject to the terms and conditions of this Agreement. In addition, Tenant shall have, and Landlord hereby grants to Tenant the right, to use the apron adjacent to the Premises and connecting to the Airport's broader airfield (the "**Apron**") consistent with applicable regulations of the Federal Aviation Administration ("FAA") governing the use of federal funds, which require the shared use of the Apron by other Airport users. Notwithstanding anything to the contrary, Landlord shall at all times ensure that Tenant's aircraft may cross the Apron and/or portions of the Airport adjacent to the Premises to connect, on a continuous and unimpeded basis, the Premises with the taxiways to and within the Airport's broader airfield. [Landlord shall prepare a striping plan for the Apron depicting such connectivity and submit the same to Tenant for Tenant's review and approval (subject to Section 44) within forty-five (45) days of the Effective Date.]² As further provided in Sections 7(b) and 7(d) of this Agreement, during the Term (as defined in Section 2), Tenant shall own the fee simple ownership interest in and to the Building and all existing improvements and equipment on the Premises as of the Commencement Date, subject to Landlord's reversionary interest in and to the Building and other improvements to the Premises following the expiration or earlier termination of the Term, it being understood that upon the expiration or earlier termination of the Term, the Building and other improvements to the Premises shall be the property of Landlord, free and clear of all claims of Tenant or anyone claiming by, through or under Tenant.

(b) In addition to the lease of the Premises, Landlord hereby grants to Tenant a license for Tenant's employees to use up to a total of 125 parking spaces at the Airport (the "**Parking Spaces**") on the terms and conditions set forth in this Section 1(b). Tenant's Parking Spaces shall be in locations that Landlord shall establish and which Landlord may modify from time-to-time in its discretion by written notice to Tenant given a minimum of thirty (30) days prior to any such re-location, with the Parking Spaces initially located where shown on **Exhibit C** attached hereto. Notwithstanding the foregoing, Landlord shall endeavor to provide the Parking Spaces in no more than one location at any given time, and if the Parking Spaces cannot reasonably be provided in a single location, Landlord shall provide the Parking Spaces in as few locations as possible. Tenant may reduce the number of Parking Spaces from time-to-time in its discretion by written notice to Landlord given a minimum of thirty (30) days prior to such reduction. In consideration of its right to use the Parking Spaces, Tenant shall pay to a parking rental fee to Landlord as Additional Rent in accordance with Section 5(a)(3) of this Lease. Tenant's use of the Parking Spaces shall be subject to such rules and regulations of general application as Landlord may, from time to time, establish and modify with respect to the use of parking spaces at the Airport. Without limitation, no overnight parking is permitted, no storage is permitted, parking is only permitted while Tenant is physically present in the Premises, and no unregistered or inoperable vehicles are permitted. This paragraph creates a limited use license and not a bailment. Tenant and its employees assume all risk and responsibility for damage to all vehicles and any personal property contained in them in connection with any use of the Parking Spaces. Landlord is not responsible for any damage to vehicles or property contained in vehicles, unless caused by

² DRM Note: Status pending.

the negligence or intentional misconduct of Landlord or its agents.

(c) Landlord shall have the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting or causing to be erected any building or other structure which, in the sole reasonable opinion of Landlord, would limit the usefulness of the Airport or constitute a hazard to aircraft. Landlord acknowledges and agrees (i) that the existing improvements and equipment on the Premises as of the Commencement Date do not limit the usefulness of the Airport or constitute a hazard to aircraft and (ii) that no action is or will be necessary to protect the aerial approaches of the Airport against obstruction with respect to the existing improvements and equipment on the Premises as of the Commencement Date.

(d) In the event that proper, planned, and orderly development of the Airport shall require that Landlord devote any part of the Premises to a different use than that contemplated by this Lease, Landlord shall have the right—upon not less than three years' advance written notice to Tenant and without cost or expense to Tenant—to relocate all or part of the Premises. Said relocated premises shall be of no less area, as conveniently located as is reasonable considering all demands for space at the Airport and shall be replacement premises of the same or substantially similar quality as those premises vacated. All of Tenant's fixed improvements shall, without cost or expense to Tenant, be relocated or replaced on said relocated premises. All terms and conditions of this Lease, except the description of the Premises, shall apply to said relocated premises.

(e) Reserved.

(f) Retained Rights. Landlord retains the non-exclusive right to maintain, repair or replace all existing utility lines crossing, on or under the Premises that provide service to the property owned by Landlord adjoining the Premises, provided (i) Landlord shall provide written notice to Tenant of Landlord's intention to undertake such work at least 10 days in advance and afford Tenant the reasonable opportunity to undertake such work on its own, except in the event of an emergency wherein such advance notice cannot reasonably be given (provided that in such event Landlord gives such advance notice as it reasonably can), (ii) Landlord shall exercise its retained rights hereunder in a manner that does not unreasonably interfere with the operation of the Premises or the Project, and (iii) any damage or disturbance to the Premises or the Project caused by or resulting from the exercise of the Landlord's retained rights hereunder shall be repaired or restored at Landlord's sole cost and expense promptly following, and to a condition equal to or better than that existing prior to, such damage or disturbance. In addition, if and to the extent Landlord reasonably determines to require rights on, over, under, upon, across, or through the Premises for Landlord to operate the Airport, including rights of ingress and egress to adjoining lands of Landlord, Tenant will reasonably cooperate with Landlord to provide the same, provided that in all events Tenant's refusal to provide such rights will not be considered unreasonable if the use of such rights by Landlord would unreasonably interfere with Tenant's operation of the Premises or the Project.

(g) Condition of Premises. Tenant acknowledges that it has completed such investigations, testing, analysis and due diligence of and with respect to the Premises and Landlord's title as Tenant has determined to be necessary for Tenant's intended use thereof. Except as expressly provided in this Agreement, Tenant accepts the Premises and such title "as is" and "where is" without any representations, warranties or assurances by Landlord as to the condition of the same or its suitability for any particular purpose, subject only to those exceptions to title set forth on **Schedule 1(e)** hereto, as well as such other exceptions to title and/or encumbrances contemplated by the terms of this Agreement (the "Permitted Encumbrances"). Landlord expressly disclaims any and all representations and warranties with respect to the suitability of the Premises for Tenant's intended use or for any other use except as expressly provided in this Agreement.

(h) Landlord Obligations.

- i. Access. Landlord shall ensure reasonable non-exclusive ingress and egress to and from the Premises, for the benefit of Tenant and Tenant's designees, from the public aircraft runways, taxiways, and ramps serving the Premises, including on the Apron.
- ii. Landlord Maintenance. Landlord shall maintain [(including snow removal)]³, repair, replace and restore the Apron and all other means of ingress and egress to and from the Premises from the public aircraft runways, taxiways, and ramps serving the Premises, including the Apron.
- iii. Reserved.
- iv. Additional Property Rights. Landlord shall grant to the Tenant such rights and easements as may be necessary to enter upon portions of the Property outside the Premises to facilitate Tenant's construction of the Project and use of the Premises, in compliance with Applicable Laws and subject to the rights of others, if any, under existing leases of portions of the Property.
- v. Development Encumbrances. If Landlord's consent or joinder shall be required for the grant of, or for the vacation or abandonment of, any easements, rights of way, covenants, leasehold condominium regimes or other title matters encumbering the Premises in connection with the development of the Project and/or the demolition, construction, renovation, alteration or replacement of any portions of the Project (collectively, "Development Encumbrances"), Landlord's consent shall be given subject to Section 44, provided that (a) Landlord shall not be required to incur any material expense or liability (and any such expense or liability shall be promptly reimbursed by Tenant to Landlord upon request), and (b) Landlord's consent shall not be considered unreasonably withheld if the proposed Development Encumbrance is prohibited by Applicable Laws or if the proposed Development Encumbrance would materially impair Landlord's ownership or use of the Premises upon expiration or earlier termination of this Lease or Landlord's operation of the Airport. For additional clarity, Development Encumbrances may include construction easements, easements or rights of way for installation of water, gas, steam, electricity, telephone, cable or other communication service, sewer, district energy, chilled or heated water, storm drainage and other utilities, and easements or rights of way for streets, roads, alleys, or other access. Notwithstanding the foregoing, any leasehold condominium regime that affects the Premises shall explicitly provide that the condominium regime shall automatically terminate upon the expiration or earlier termination of this Lease.

Section 2. Commencement Date; Initial Term; Extension Terms.

(a) Landlord and Tenant agree that the initial term of this Agreement ("Initial Term") shall commence upon the Effective Date (the "Commencement Date") and expire at 11:59 p.m. local time on the day prior to the thirtieth (30th) anniversary of the Commencement Date (the "Fixed Expiration Date"), subject to earlier termination in accordance with the terms set forth in this Agreement. For additional clarity, the Initial Term of the Lease shall be for a period of twenty-nine and 364/365^{ths} years.

³ DRM Note: Parties to discuss extent of respective obligations for snow removal.

(b) The Tenant shall have the right to extend the Term of this Lease for two (2) additional terms of ten (10) years each (each, an “Extension Term” and collectively the “Extension Terms”). The Extension Terms and the Initial Term are collectively referred to herein as the “Term.” The Extension Terms shall each be upon all of the terms and conditions of this Lease. As a condition precedent to the Tenant’s exercise of any right of extension, the Tenant must not be in default beyond any applicable notice and cure period as provided herein. Tenant shall exercise such extensions, if at all, not less than six (6) months prior to the expiration of the then current term by delivering written notice of exercise to Landlord. The Tenant’s failure to timely provide notice of extension shall cause this Lease to expire at the end of the then current term, time being of the essence.

Section 3. **Use of Premises.**

(a) Use. Except as otherwise provided in this Lease, Tenant shall use the Premises for the construction and operation of the Project and for general aviation use and for no other purposes without Landlord’s prior written consent (subject to Section 44). The construction, operation, and maintenance of the Project shall be performed in material compliance with the requirements of this Agreement. Notwithstanding any other provision of this Lease, in all instances the Premises shall only be used in conformance with the Permitted Encumbrances and with the duly adopted federal, state, and municipal ordinances and regulations applicable to the Premises from time to time (“Applicable Laws”). Tenant acknowledges that, as of the Effective Date, the Airport Compliance Manual published by the FAA requires that the Premises shall only be used for “aeronautical activity”, which term is currently defined as “any activity which involves, makes possible, or is required for the operation of an aircraft, or which contributes to or is required for the safety of such operations”.

Section 4. **Reserved.**

Section 5. **Rent; Airport Landing Fees.**

(a) **Base Rent/Rent Credit/Parking Rental.**

1. Base Rent.⁴ Commencing on the Effective Date, Tenant shall pay “Base Rent” to Landlord at the address specified in Section 5(g) or at such other location as Landlord may hereafter designate in writing in the amount of \$106,777.00 per year (\$8,898.08 per month), subject to the application of the Rent Credit (defined in Section 5(a)(2)) and subject to escalation in accordance with Section 5(b).
2. Rent Credit. Tenant shall be entitled to a credit against Base Rent in the total amount of \$383,419.00 amortized over the first five (5) lease years, such credit amounting to \$76,684.00 per year (\$6,390.31 per month) for the first five (5) lease years.
3. Parking Rental. In addition to Base Rent, Tenant shall pay as Additional Rent (as defined in Section 5(c) below) a fee per Parking Space consistent with the employee parking rates paid by others at the Airport. As of the Effective Date, that fee equals \$125.00 per year (\$10.42 per month) for each Parking Space, for a total of \$16,000 per year (\$1,333.33 per month) assuming that Tenant has accepted the use of all 125 Parking Spaces.

(b) **Annual Increase in Base Rent.** The Base Rent shall be adjusted on July 1 of each year

⁴ DRM Note: Rental calculations to be confirmed based on surveyed area.

during the Term by the percentage increase in the Consumer Price Index for all Cities, all Urban Consumers, Northeast Region, (CPI-U-NE, 1982-84=100) (the “Price Index”) published just prior to July 1 of each such year by the Bureau of Labor Statistics of the United States Department of Labor over the corresponding value so published just prior to July 1 of the prior year during the Term, subject to a minimum increase of 2% and a maximum increase of 6% in any year. If the government body issuing the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, the Price Index shall be adjusted to mathematically account for the adjustment to the base year. If the Price Index (or a successor or substitute) ceases to be published, Landlord shall have the right subject to Tenant’s approval (subject to Section 44) to select another similar index, published by a governmental or other non-partisan body, with appropriate reconciliation of the base of the substituted index with the base of the Price Index. In addition, Base Rent shall adjust as of every tenth (10th) anniversary of the Effective Date to the amount of rent then charged by the Airport to its other tenants as approved by the FAA for comparable ground, provided that in no event shall the amount of Base Rent increase or decrease by more than twenty percent (20%) over the prior lease year as a result of any such decennial adjustment. There shall be no separate Price Index adjustment for years on which such decennial Base Rent reset is made.

(c) Additional Rent; Rent Defined. In addition, for each lease year Tenant agrees to pay all sums of money or charges of whatsoever nature required to be paid under any provisions of this Agreement by Tenant to Landlord (“Additional Rent”), whether or not the same are designated as additional rent, on the next Base Rent payment date following written notification of such sums or charges in the same manner as Base Rent, provided that if such notification is given fewer than fifteen (15) days prior to the next installment of Base Rent coming due, then such amount of Additional Rent shall be due on the second next Base Rent payment date following such notification. Base Rent and any Additional Rent or other sums or charges are collectively referred to herein as “Rent.” It is understood and agreed that the Rent to be paid to Landlord by Tenant hereunder shall be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid by Tenant directly to the party invoicing the same or in the form of Additional Rent, and this Agreement shall be interpreted and construed to that effect.

(d) Rent Payment. Except as otherwise specifically provided in this Agreement, all Base Rent shall be paid in monthly installments in arrears, without demand or setoff, on the first (1st) day of each month throughout the Term and Base Rent for any period of less than a full month shall be prorated on a per diem basis. Except as otherwise expressly provided in this Agreement, any and all Rent and other sums payable under this Agreement shall be paid without notice, demand, counterclaim, set off, deduction, or defense and without abatement, suspension, diminution, or reduction, and the obligations and liabilities of Tenant under this Agreement shall in no way be released, discharged or otherwise affected by reason of any occurrence whatsoever. Payment shall be made at the office of the Director of Aviation, Burlington International Airport, 1200 Airport Drive #1, South Burlington, Vermont 05403. Any Rent which has not been paid when due shall incur interest at the rate of 1.5% per month.

(e) Utilities and Services. Tenant shall, at its sole cost and expense, cause to be furnished and shall pay for all utilities and services necessary or desirable for Tenant’s use of the Premises, including water, sewer, gas, electricity, communications, stormwater, and trash and recycling pick-up and disposal. Tenant covenants to pay the charges for all such utilities and services prior to delinquency and to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever constituting a charge against the Premises arising from the nonpayment or a delinquency in payment for said utilities or services. No trash is allowed to be stored outside unless it is in an approved trash container located in an approved area. If Tenant fails to comply with the

requirements of this provision, then Landlord reserves the right to fulfill Tenant's obligations and all costs incurred by Landlord in connection therewith shall immediately be paid by Tenant to Landlord as Additional Rent.

(f) Aircraft Landing Fees; Other Fees. In addition to Rent due hereunder, Tenant shall pay the following fees as generally applied to Airport users and as generally applied to the applicable type of aircraft:

- (i) Aircraft Landing. On or before the 10th day of each month, Tenant shall provide the Airport's Director of Aviation with a listing of its Aircraft Landings during for the preceding month. "Aircraft Landing" means any aircraft being utilized at the Airport by or on behalf of Tenant in carrying out the business which is authorized by this Agreement (including but not limited to aircraft owned or leased by Tenant, aircraft providing services to Tenant pursuant to contract whether oral or written, and aircraft being parked in or on the Premises).
- (ii) Landing Fees. Tenant shall pay Landlord Airport Landing fees at the rate established by Landlord in its sole discretion and applicable to other aircraft landing at the Airport at that same time. Landlord shall issue an initial Airport Landing fee on the Effective Date and provide Tenant written notice seven (7) days in advance if the Airport Landing Fee is changed by Landlord. Tenant shall pay Landlord the then-applicable Aircraft Landing fees on or before the last day of each month based upon the number of Aircraft Landings properly attributable to Tenant during the preceding month. Such payments shall be paid at the office of the Airport's Director of Aviation without billing.
- (iii) Late Payment of Landing Fees. If Tenant fails to promptly pay due Airport Landing fees on or before their due date, they shall be considered past due and shall incur interest at a rate of 1.5% per month.
- (iv) Records. Tenant shall keep and maintain a complete and accurate set of records of all the Aircraft Landings for the use of Landlord and payment of fees required under this Agreement for three (3) years. Tenant shall make such records available for inspection and copying by Landlord at any and all reasonable hours and times. Landlord shall have the right, at its expense and on reasonable notice, from time to time, but in no event more than once in any 12-month period, to audit the records and other data of the Tenant relating to the provisions and requirements hereof, provided such inspection is made during regular business hours. If Tenant is found to have under-reported Aircraft Landings by five percent or more, then Tenant shall pay the full cost of the audit.
- (v) Other Fees. Tenant shall direct all entities obligated to pay any transient aircraft landing, tie down, parking, and seat charges directly to Landlord or the fixed base operator for Landlord.

Section 6. **Reserved.**

Section 7. **Project; Capital Reserve Account.**

(a) Modifications. During the Term and following completion of construction of the Project, Tenant shall not modify or alter the structural design or exterior appearance of the buildings constructed on

the Premises or the related site improvements in a manner that diminishes their quality without prior written approval of Landlord (subject to Section 44 provided that the Deemed Approval provision thereof shall not apply) to ensure the Project's compatibility with the functionality of the Airport, provided that structural modifications required from time to time to support ongoing needs of Tenant shall not require Landlord approval.

(b) Title to the Project. During the Term and until the expiration or earlier termination of this Agreement, title to the Project shall belong solely to Tenant, and Tenant alone shall have the right to operate, manage, repair, replace, maintain and further improve the Premises and the Project subject to the terms and conditions of this Agreement, and to deduct all depreciation on its income tax returns with respect thereto. Landlord hereby waives any right to claim a lien or security interest in Tenant's fixtures and personal property and, to the extent applicable, waives any statutory right of distraint in or to Tenant's fixtures and personal property; the foregoing shall not be construed to limit Landlord's ability to seek, obtain or enforce a judicial lien granted by a court of competent jurisdiction. Tenant shall not damage or remove the Project without Landlord's prior written consent (subject to Section 44 provided that the Deemed Approval provision thereof shall not apply).

(c) Removal of Project on Expiration or Termination. Unless Landlord shall have agreed to extend the Term of this Agreement, Landlord may, at its option, notify Tenant in writing delivered at least thirty-six (36) months prior to the expiration of the Term (or upon shorter notice in connection with the earlier termination of this Agreement) that following the expiration of the Term all or portions of the Project must be removed, in which event Tenant shall remove and/or demolish the applicable portions of the Project, grade the land and then seed it with grass so long as Tenant is able to obtain all municipal and state permits and approvals necessary in connection with such demolition and removal, subject only to conditions that are reasonably acceptable to Tenant. If Landlord notifies Tenant of its desire to have the Project (or portions thereof) removed and demolished in accordance with this provision, Tenant shall use commercially reasonable, good faith efforts to obtain permits therefor, but in no event shall Tenant be required to appeal any denial of such permits, appeal any conditions that it reasonably deems unacceptable or to defend any appeals made by others in connection with any permits. If Tenant is unable to secure the necessary permits for demolition, Landlord may attempt to secure said permits. Tenant shall have the right to use the funds maintained in the Capital Reserve Account (as defined below) in connection with obtaining the permits required by this provision (i.e., to pay engineers, consultants, attorneys, application fees, etc. in connection with such permits) and thereafter to pay for the work to remove and/or demolish the Project (or portions thereof) and then grade and seed the land as aforesaid. If Tenant is unable to secure such permits and Landlord attempts to secure such permits, then Landlord may use the funds maintained in the Capital Reserve Account for such purposes, and Landlord agrees to use such funds in a prudent and reasonable manner. Following the issuance of all such permits and such permits having become final and unappealable, but in all events after the expiration or earlier termination of this Agreement, Tenant shall promptly remove and/or demolish the Project (or portions thereof) and then grade and seed the land as aforesaid, and shall use commercially reasonable, good faith efforts to complete such work in a timely manner, commencing promptly upon such permits having become final and unappealable (weather permitting) and then diligently prosecuting such work to completion thereafter. Landlord herein grants to Tenant a license to enter the Premises and other portions of the adjacent Property as necessary, said license shall take effect upon the termination or expiration of this Agreement for the sole and exclusive purpose of removing the Project (or portions thereof). Tenant's right to use said license is contingent upon Landlord's notification to Tenant that the Project (or portions thereof) shall be removed from the Premises. If there are insufficient funds in the Capital Reserve Account to permit and complete the removal and/or demolition the Project (or portions thereof) and then grade and seed the land as aforesaid, Tenant shall use its own funds to accomplish the demolition, grading and seeding required by this provision.

(d) Title Upon Expiration. Except as set forth in subsection (c) above, upon expiration or

termination of this Agreement all rights and interests of Tenant (and all persons whomsoever claiming by, under or through Tenant) in and to the Premises and the Project shall wholly cease and title to the Premises and the Project, including all permanent and temporary non-proprietary improvements, erections and additions constructed on the Premises by Tenant (but excluding all furniture, proprietary fixtures, equipment and other personal property of Tenant used by Tenant solely in connection with the operation thereof, all of which Tenant shall have the right to remove from the Premises at any time prior to the expiration of the Term) shall automatically vest in Landlord without cost or expense to Landlord and without further act or conveyance, and without liability to make compensation therefor to Tenant or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Tenant at any time other than pursuant to the specific terms of this Agreement. This provision shall not relieve Tenant from liability for having left the Premises in unsound or unsafe condition or with encumbered title, in each event other than as permitted in this Agreement. Tenant, upon the request of Landlord, covenants and agrees to execute a deed and bill of sale conveying and releasing to Landlord all such rights in the Premises and the Project in a form and substance reasonably acceptable to Landlord.

(e) Tenant's Maintenance Obligations. Tenant shall, at all times during the Term, subject to the provisions of this Agreement, at its sole cost and expense, keep the Premises in good appearance, order and repair and in a clean and sanitary condition at all times, including by retaining and engaging pest control services as necessary. Tenant's obligations hereunder include all necessary repairs and replacements of the Premises and its improvements, structural or otherwise, ordinary or extraordinary, foreseen and unforeseen, including, but not limited to, the roof, exterior and interior windows, doors and entrances, signs, floor coverings, columns, and partitions, electrical and lighting, heating, plumbing and sewage facilities, and HVAC equipment. Such actions include painting, lighting, removal of garbage, landscaping, snow removal, replacement of broken glass with glass the same size and quality of that broken, and utility services. Landlord shall not be required to make any repairs of any kind or nature, in, on or to the Premises during the Term.

(f) Capital Reserve Account. Within forty-five (45) days of the Effective Date, Tenant shall establish a joint reserve account for the replacement and demolition of the Project ("Capital Reserve Account") in accordance with the following:

- (i) The Capital Reserve Account shall be in the name of Tenant and the Landlord. The parties acknowledge and agree that during any period when a Leasehold Mortgage is in effect the Leasehold Mortgagee is likely to require that it maintain and control the funds maintained in the Capital Reserve Account, and Landlord will agree to authorize the Leasehold Mortgagee to maintain and control the funds maintained in the Capital Reserve Account so long as such funds are used solely for capital replacements and improvements and not used to pay debt service (principal or interest), lender fees or expenses, or to pay any other cost, fee or expense.
- (ii) The Capital Reserve Account shall be funded monthly consistent with the parameters set forth on **Schedule 7(f)** and based on a capital reserve study performed by a mutually acceptable consultant to Tenant, or otherwise in accordance with prudent long term maintenance practices applicable to structures and infrastructure similar to the Project as approved by Landlord (subject to Section 44). Such funds, including interest earned, from this Capital Reserve Account are to be used for major maintenance, repair, and replacement activities and not for minor or ongoing maintenance items. Tenant shall inform the Landlord in advance of its intent to expend funds from the Capital Reserve Account and the purpose of the expenditure, and all expenditures shall be subject to Landlord's

prior review and approval (subject to Section 44) subject to the provisions of Section 7(f)(iii). Balances in the Capital Reserve Account shall be reviewed periodically by Tenant and the Landlord to ascertain whether monthly funding levels are appropriate. Tenant shall provide Landlord with annual account statements reflecting the balances in the Capital Reserve Account no later than June 1 of each year. Provided that the Project is not demolished in accordance with Section 7(c) at the expiration or earlier termination of this Agreement, funds remaining in the Capital Reserve Account shall be used to perform whatever repairs are then necessary to preserve the Project in good quality, habitable condition, and any excess funds remaining thereafter in the Capital Reserve Account shall become the property of Landlord. If the Project is demolished in accordance with Section 7(c) at the expiration or earlier termination of this Agreement, funds remaining in the Capital Reserve Account following performance of the demolition, grading and seeding shall be disbursed to Tenant. If funds from the Capital Reserve Account are used in connection with the repair or restoration of the Project following casualty damage in accordance with Section 16, then after substantial completion of such repair or restoration Tenant shall engage a consultant to perform a new life cycle analysis of the Project, and Tenant shall thereafter fund the Capital Reserve Account monthly in accordance with such life cycle analysis, including any requirements in such analysis to bring the current funding to a particular level.

- (iii) Notwithstanding the provisions of Section 7(f)(ii), the funds deposited in the Capital Reserve Account during the last five (5) years of the Term shall accumulate and shall not be spent until the Landlord determines whether the Project will be demolished in accordance with Section 7(c) at the expiration of the Term. If Landlord decides that the Project will be demolished, then the Capital Reserve Account shall be used to accomplish the demolition, grading and seeding described in Section 7(c) and any funds remaining after the performance of such work shall be disbursed to Tenant in accordance with Section 7(f)(ii). If Landlord decides to have the Project demolished and removed but the parties are unable to obtain permits therefor, then the funds held in the Capital Reserve Account shall be disbursed to Landlord in accordance with Section 7(f)(ii) as if Landlord decided not to demolish the Project. Tenant shall be solely responsible for all costs and expenses associated with demolition, grading and seeding, however Tenant may use funds from the Capital Reserve Account to perform the work before resorting to the use of its own funds. If Landlord does not opt to have the Project demolished and removed in accordance with Section 7(c), then the funds held in the Capital Reserve Account shall continue to be used for major maintenance, repair, and replacement activities in accordance with Section 7(g)(ii) and any funds remaining in the Capital Reserve Account at the expiration of the Term, including any extensions or renewals thereof, or earlier termination of this Agreement shall become the property of Landlord.

Section 8. **Taxes and Other Expenses.**

(a) **Taxes.** Tenant is responsible for payment of all transfer taxes associated with this Agreement, if any, and shall pay all income taxes, sales and use taxes, and any other taxes imposed on Tenant in connection with or by reason of its lease of the Premises and its ownership and operation of the Project. In addition, Tenant shall, from and after the Effective Date and thereafter during the Term, pay and discharge punctually, as and when the same shall become due and payable as Additional Rent, all real estate

taxes or ad valorem taxes as assessed by any government then entitled to do so, special and general assessments and other governmental impositions and charges, extraordinary as well as ordinary, including any state, regional or local taxes, fees or payments that may be imposed in lieu of such real estate or ad valorem taxes or assessments (collectively hereinafter referred to as “Taxes”), and each and every installment thereof which shall or may during the Term be charged, levied, laid, assessed, imposed, become due and payable, or a lien upon, or for, or with respect to, the Premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county and municipal governments and of all other governmental authorities whatsoever (all of which shall also be included in the term “Taxes” as heretofore defined). Landlord shall deliver to Tenant an invoice detailing Tenant’s share of Taxes, calculated with reference to the assessed value of the land and improvements that comprise the Premises as determined by the City of South Burlington or any additional or successor taxing authority.

(b) Time For Payment. Tenant shall be deemed to have complied with the covenants of this Section 8 if payment of such Taxes shall have been made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become delinquent, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment as and when so requested by Landlord.

(c) Right To Contest. Tenant or its designee shall have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents reasonably necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute and Tenant shall promptly pay all Taxes prior to commencement of any foreclosure, tax sale or other forfeiture proceeding, the result of which would be loss of title to the Premises to the taxing authority. The legal proceedings referred to in this Subsection 8(c) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. If there is any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the Premises or adjudicated to be due and payable on any such contested Taxes.

(d) Refunds. Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Agreement, such refund or rebate shall belong to Tenant. Landlord will, upon the written request of Tenant, sign such receipts as may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord.

(e) Remedies for Nonpayment. If Tenant shall fail, refuse or neglect to make any of the payments required by this Section, then Landlord, at its option, may pay the same or any portion thereof, and the amount or amounts so paid, including reasonable attorneys’ fees and expenses incurred by Landlord in connection therewith, shall be repaid by Tenant to Landlord within ten (10) days after written demand by Landlord, and the amount thereof shall be treated as Additional Rent.

Section 9. Requirements of Governmental Authorities.

(a) Compliance. During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present or future, foreseen or unforeseen, laws, ordinances, requirements, orders, directives, rules and regulations duly adopted by applicable federal, state, county, and municipal governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the Effective Date or may in the future be passed, enacted

or directed giving full effect to all vesting or “grandfathering” provisions. Tenant shall further so comply with each and every duly adopted rule, order and requirement of any applicable federal, state, municipal, legislative, executive, judicial or other governmental body, commissioner or officer or of any bureau or department thereof, whether now existing or hereafter created, having jurisdiction over the Premises or any part thereof, or properly exercising any power relative thereto or to the owners, tenants or occupants thereof including compliance with all regulations and permits for the Project giving full effect to all vesting or “grandfathering” provisions. Tenant shall maintain the Project and the Premises, and otherwise operate the Project and the Premises, in conformity with all municipal, state and federal land use permits and approvals governing the Project or the Premises at any time giving full effect to all vesting or “grandfathering” provisions.

(b) Minimum Standards for Commercial Aeronautical Activities. Tenant’s right of access to the Property for aircraft shall be subject to all applicable federal, state and local laws, ordinances and regulations, as well as all Airport standards, rules and policies including Minimum Standards for Commercial Aeronautical Activities now in effect or hereinafter duly adopted or promulgated and consistently applied by the Airport.

(c) FAA and TSA. This Agreement is subject and subordinate to FAA regulations duly adopted and consistently applied governing the use of Airport including those regulations imposed by reason of the Landlord’s acceptance of federal funds relative to the operation or maintenance of the Airport, the transfer of federal rights, funds or property to Landlord for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport. In addition, this Agreement may be amended without further consideration (except as provided below) if and to the extent required by the FAA or Transportation Safety Administration (“TSA”) or their respective successor agencies as a condition precedent to Landlord’s receipt of federal rights, funds or property for Airport purposes, or precedent to the expenditure of federal funds for the improvement or development of the Airport. If the FAA requires modifications or changes to this Agreement as a condition precedent to Landlord’s receipt or retention of funds for the improvement of the Airport, Tenant agrees to execute and deliver to Landlord an amendment to this Agreement (prepared by Landlord) that effects such modifications or changes as may be required to enable the Landlord to obtain or retain such funds or funding. If any such amendment as described in this Section 9(c) modifies the terms and conditions of this Agreement in a manner that causes the Tenant to directly incur costs, expenses or fees that materially modify the financial bargain embodied by this Agreement or otherwise materially adversely affects Tenant’s use of the Premises or other rights under this Agreement, then the parties shall use good faith efforts to cooperatively seek to obtain exemptions or exclusions from the FAA or TSA requirements in an effort to eliminate or minimize the costs or expenses or other material adverse effects arising from the amendment sought to be imposed and, if such exemptions or exclusions are not forthcoming, to modify the terms of this Agreement in order to eliminate, minimize or otherwise fairly account for such costs or expenses or other material adverse effects. Without limiting the foregoing, the Tenant agrees that it is subject to the terms and provisions of the required federal provisions included on **Exhibit E** attached hereto, with the understanding that the Tenant is the “Contractor” identified therein.

(d) Livable Wage Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Livable Wage Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance on an annual basis (due by April 1st of each year) if requested by Landlord.

(e) Union Deterrence Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Union Deterrence Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

(f) Non-Outsourcing Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Outsourcing Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

(g) No Discrimination. Tenant, for itself and its personal representatives, successors and assigns, as part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Tenant's facilities pursuant to its operations hereunder; (ii) in the furnishing of services at the Project and the Premises, no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination; (iii) Tenant shall ensure compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60); (iv) Tenant shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 C.F.R. § 21 through Appendix C, and Regulations under 23 C.F.R. § 710.405(b); (v) Tenant shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable; and (vi) all subcontracts shall include reference to the above.

(h) Public Records Act. Any and all records submitted to Landlord, 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 Landlord. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

(i) Right to Contest. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in this Section 9 and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding. Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute, provided that in no event shall Tenant be permitted or authorized to maintain any such contest if doing so has or would have an adverse effect on the Airport as determined by Landlord in its discretion.

(j) Aircraft Parking. Tenant shall abide by all Airport rules concerning parking of aircraft. Tenant shall not park or allow any contract carrier to park an aircraft or leave or allow the same to be left standing on a public landing area, public ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area, except as such places as may be prescribed or permitted by the Airport's Director of Aviation. Tenant further covenants and agrees to move or cause to

be moved such aircraft from the place where it is parked or stored to any other place as designated and directed by the Airport's Director of Aviation. At no time will Tenant occupy or enter any portion of existing or future Air Carrier Apron as defined by TSA and FAA regulations.

(k) **Security.** Tenant shall secure the Premises with construction fencing prior to performing any exterior work on the Premises and shall maintain the safety and security of the Premises during the Term of this Agreement. Tenant shall observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of the Landlord for the administration of the Airport, including but not limited to training and Secure Identification Area ("SIDA") Badging requirements. Tenant shall create a security policy covering the Premises that will include, but not be limited to, security procedures, configurations, infrastructure and equipment, provision of emergency alerts and notices to Landlord, reporting guidelines, maintenance of security footage and records, staffing of security personnel, and training of personnel. Tenant shall be responsible for following this policy. The Landlord shall review the proposed security policy and any subsequent revisions and, at the Landlord's sole but reasonable discretion, may either approve or require changes. Tenant shall, at its sole cost and expense, install, maintain and replace as necessary all equipment necessary for SIDA compliance, including but not limited to badge readers, locks, alarms, doors and cameras. Any alterations to existing security configurations, SIDA boundaries, infrastructure, and equipment will require the Landlord's prior written consent (subject to Section 44). Landlord shall reasonably cooperate with Tenant to minimize interference with Tenant's business operations, including the installation of SIDA equipment in additional locations as is reasonably determined by Tenant to promote efficient circulation within the Premises.

Section 10. **Covenant Against Liens.** If during the Term any mechanic's lien or other lien shall be filed against the Premises or any portion of the Property because of any work performed upon the Premises by or at the expense of Tenant, or any failure of Tenant to pay Taxes in accordance with this Agreement, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within twenty (20) days after the recording thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. If Tenant fails to timely discharge any such lien by payment or bond, Landlord may (but shall not be obliged to) pay the amount of such lien, or discharge the same by bonding, and the amount so paid shall be deemed to be Additional Rent.

Section 11. **Access to Premises.** During the Term, Landlord or Landlord's agents shall have the right to inspect the Project and the Premises at reasonable times upon reasonable advance notice to Tenant, given no more than twice in any consecutive 12 month period (except in the event of an emergency).

Section 12. **Assignment and Subletting.**

(a) Reserved.

(b) Tenant may, from time to time, effectuate a Transfer to any person, subject to Landlord's prior written consent (subject to Section 44), provided that in the instrument effecting the Transfer, the transferee shall assume and agree to perform all of the terms, covenants and conditions of this Lease from and after the date of the Transfer, including the terms and conditions of this Lease related to the use of the Premises, subject in all respects to the exceptions and limitations set forth in this Lease. Tenant shall give Landlord sixty (60) days prior written notice of its desire to assign this Agreement and shall furnish Landlord with such information as it may reasonably request indicating that the proposed assignee is reputable and financially responsible. Landlord may justifiably refuse consent to any assignment based upon (i) the financial position of the proposed assignee; (ii) the relevant business experience of the proposed assignee; (iii) the proposed use of the Premises (if different than the permitted uses under this Agreement);

(iv) the character and reputation of the proposed assignee; (v) the economic terms of the proposed assignment; and (vi) any other factor that Landlord reasonably deems relevant to the proposed assignment. Tenant agrees to reimburse Landlord for any reasonable third party expenses that may be incurred by Landlord in connection with any proposed assignment, including the reasonable cost of investigating the acceptability of the proposed assignee and reasonable third party legal expenses incurred in connection with the granting of any requested consent.

(c) Notwithstanding anything to the contrary, Landlord's consent shall not be required and Section 12(b) shall not apply with respect to any Transfer (i) by the foreclosure of any Leasehold Mortgage or through a deed or instrument of transfer delivered in lieu of such foreclosure or through a deed or instrument of transfer by a Leasehold Mortgagee out of foreclosure or next after having received a deed or other instrument of transfer delivered in lieu thereof, (ii) to a direct or indirect Affiliate of Tenant so long as the ultimate parent company, currently Beta Technologies, Inc., a Delaware corporation, remains liable for the obligations of the tenant under this Lease, or (iii) in connection with a Permitted Sale-Leaseback (as set forth in Section 13(m)). As used in this Agreement, "Affiliate" means a person or entity that Controls, is Controlled by, or is under common Control with another person or entity, and "Control" or "Controlled" means ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation, or other majority equity and control interest of an entity which is not a corporation, or the possession of power to direct or cause the direction of the management and policy of such corporation or other entity, whether through the ownership of voting securities, by statute or according to the provisions of a contract.

(d) Except for a Transfer to an Affiliate pursuant to which the parent company will remain liable for the obligations of the tenant under this Lease as stated in Section 12(c), from and after a Transfer by Tenant of its interest in the Premises and this Lease that is permitted pursuant to this Section 12, the Tenant (meaning, the transferor) shall have no obligation for liabilities under this Lease first arising from and after the date of such Transfer, provided that in the instrument effecting the Transfer, the transferee shall assume and agree to perform all of the terms, covenants and conditions of this Lease from and after the date of the Transfer.

(e) Tenant may, without Landlord's consent, enter into subleases, licenses, occupancy agreements or management agreements for the possession, operation or use of any space in the Project and any amendments thereto (collectively, "Subleases") with any person in Tenant's sole discretion; provided, however, Tenant shall not enter into any Sublease of the Project (exclusive of Subleases with Affiliates) which, when combined with any other then pending Sublease of the Project (exclusive of Subleases with Affiliates), exceeds fifty percent (50%) of the occupiable area of the Project, without Landlord's prior written consent (subject to Section 44). Whether Landlord's consent to a Sublease is required or not, Tenant shall provide Landlord with a copy of each and every Sublease that Tenant enters into for space in the Project. When Tenant seeks Landlord's consent to any Sublease of the Project, Tenant shall provide Landlord with a written list of all then pending Subleases in the Project and Tenant's calculation of the occupiable area covered by such Subleases, as well as the total occupiable area of the Project. The fifty percent (50%) threshold for subleasing beyond which Landlord's consent (subject to Section 44) is required, refers to fifty percent (50%) of the Project as it has been substantially completed from time to time. Notwithstanding anything to the contrary, Landlord's consent shall not be required and this Section 12(e) shall not apply with respect to any Sublease (i) by the foreclosure of any Leasehold Mortgage or through a deed or instrument of transfer delivered in lieu of such foreclosure or through a deed or instrument of transfer by a Leasehold Mortgagee out of foreclosure or next after having received a deed or other instrument of transfer delivered in lieu thereof, (ii) to a direct or indirect Affiliate of Tenant so long as the ultimate parent company, currently Beta Technologies, Inc., a Delaware corporation, remains liable for the obligations of the tenant under this Lease, or (iii) in connection with a Permitted Sale-Leaseback (as set forth in Section 13(m)).

(f) Except as set forth above in this Section 12, any transfer, assignment or subletting without the prior written consent of Landlord as provided above shall be void *ab initio*. Landlord's consent to a transfer, assignment or subletting, or to any use or occupancy by a party other than Tenant, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer or assignment, and each subsequent use and occupancy by a party other than Tenant shall likewise be made only with the prior written consent of Landlord.

Section 13. **Leasehold Mortgage / Sale-Leaseback.**

(a) Tenant shall have the right to mortgage or pledge its interest in this Lease (a "Leasehold Mortgage") to one or more mortgagees (a "Leasehold Mortgagee") at any time and from time to time. The term "Leasehold Mortgage" as used in this Agreement shall include a mortgage, a deed of trust, a deed to secure debt and any other conveyance or agreement for security purposes, which may now or hereafter affect the Premises. The term "Leasehold Mortgagee" as used in this Agreement shall include the holder of (including any nominee or administrator) or the beneficiary under, as the case may be, a mortgage, deed of trust, deed to secure debt or any other conveyance or agreement for security purposes, which may now or hereafter affect the Premises.

(b) Tenant or the Leasehold Mortgagee shall give to Landlord written notice of the making of any Leasehold Mortgage (which notice shall contain the name and office address of the Leasehold Mortgagee) within ten (10) days after the execution and delivery of such Leasehold Mortgage and a duplicate original or certified copy thereof.

(c) Landlord shall give to each Leasehold Mortgagee, at the address of such Leasehold Mortgagee set forth in the notice from such Leasehold Mortgagee or from Tenant, and otherwise in the manner provided by Section 25, a copy of each notice given by Landlord to Tenant hereunder (including notice of an Event of Default) at the same time as and whenever any such notice shall thereafter be given by Landlord to Tenant, and no such notice by Landlord shall be deemed to have been duly given to Tenant (and no grace or cure period shall be deemed to have commenced) unless and until a copy thereof shall have been given to each such Leasehold Mortgagee. The Leasehold Mortgagee (i) shall thereupon have a period of thirty (30) days more in the case of an Event of Default in the payment of Rent and sixty (60) days more in the case of any other Event of Default (or in the case of a non-monetary Event of Default which shall require more than sixty (60) days to cure using due diligence, then such longer period of time as shall be necessary so long as such Leasehold Mortgagee shall have commenced to cure (or caused to be commenced such cure) within such 60-day period and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence and continuity), after the applicable period afforded Tenant for remedying the Event of Default or causing the same to be remedied has expired and (ii) shall, within such period and otherwise as herein provided, have the right (but not the obligation) to remedy such Event of Default or cause the same to be remedied. Landlord shall accept performance by or on behalf of the Leasehold Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant, so long as such performance is made in accordance with the terms and provisions of this Lease. Landlord shall not object to any temporary entry onto the Premises by or on behalf of the Leasehold Mortgagee to the extent necessary to effect such Leasehold Mortgagee's cure rights, provided such entry is in compliance with Applicable Law. Notwithstanding anything to the contrary, the Leasehold Mortgagee shall have no obligation to cure an Event of Default except as expressly provided in this Lease.

(d) A non-monetary default by Tenant or a non-monetary Event of Default shall not be deemed to exist as long as the Leasehold Mortgagee, in good faith, (i) shall have commenced to cure (or caused to be commenced such cure) the default or Event of Default within the time periods provided in Section 13(c), and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence

and continuity (subject to Unavoidable Delays), or (ii) if possession of the Premises or any part thereof is required in order to cure such default or Event of Default, shall have notified Landlord within thirty (30) days after the applicable period afforded to Tenant for remedying the default or Event of Default shall have expired of its intention to institute foreclosure proceedings to obtain possession directly or through a receiver, and thereafter commences such foreclosure proceedings, prosecutes such proceedings with all reasonable diligence and continuity (subject to Unavoidable Delays) and, upon obtaining such possession, commences promptly to cure the default or Event of Default and prosecutes the same to completion with all reasonable diligence and continuity (subject to Unavoidable Delays).

(e) Notwithstanding anything in this Section 13 to the contrary, a Leasehold Mortgagee shall not be required to cure any Incurable Defaults of Tenant, and if any Leasehold Mortgagee, assignee or transferee shall acquire the Premises pursuant to a foreclosure or transfer in lieu of foreclosure, then any such Incurable Default by Tenant shall no longer be deemed a default or Event of Default. For purposes of this Agreement, “Incurable Default” shall mean (i) any Event of Default described in Section 21(a)(iv) or Section 21(a)(v), (ii) any Event of Default that is personal in nature to the Tenant, and (iii) any Event of Default that is based upon Tenant’s wrongful assignment of this Lease or any interest therein (other than a wrongful assignment to such Leasehold Mortgagee).

(f) With respect to any default or Event of Default, so long as the Leasehold Mortgagee shall be diligently exercising its cure rights under this Section 13 with respect thereto within the applicable cure periods set forth above and so long as, if possession of the Premises is required to cure the same, the Leasehold Mortgagee shall be taking the actions required by Section 13(d), Landlord shall not (i) re-enter the Premises, (ii) serve a termination notice, or (iii) bring a proceeding on account of such default to (A) dispossess Tenant and/or other occupants of the Premises, (B) re-enter the Premises, or (C) terminate this Lease or the leasehold estate (such rights described in clauses (i), (ii) and (iii) being herein “Landlord’s Termination Rights”). Upon any cessation of the Leasehold Mortgagee so exercising such rights and undertaking such activities, Landlord may exercise any of Landlord’s Termination Rights hereunder. Nothing in the protections to Leasehold Mortgagees provided in this Lease shall, however, be construed to either (i) extend the Term beyond the expiration date provided for in this Lease that would have applied if no default had occurred or (ii) require such Leasehold Mortgagee to cure any non-monetary default by Tenant that is not capable of being cured as a condition to preserving this Lease or, in the case of a Leasehold Mortgagee only, to obtaining a New Lease as provided in this Section 13.

(g) The exercise of any rights or remedies of a Leasehold Mortgagee, including the consummation of any foreclosure or transfer in lieu of foreclosure, shall not constitute a default under this Lease. A Leasehold Mortgagee shall provide Landlord with prior written notice of its commencement of any foreclosure or of its commencement of any efforts to cause a transfer in lieu of foreclosure.

(h) No Leasehold Mortgagee shall become liable under the provisions of this Lease unless and until such time as it becomes, and then only for so long as it remains, the owner of the leasehold estate created hereby and no performance by or on behalf of such Leasehold Mortgagee of Tenant’s obligations hereunder shall cause such Leasehold Mortgagee to be deemed to be a “mortgagee in possession” unless and until such Leasehold Mortgagee shall take control or possession of the Premises.

(i) New Lease.

- (i) In the event of the termination of this Lease as a result of an Event of Default by Tenant, prior to the expiration of the Term, whether by summary proceedings to dispossess, service of notice to terminate, or otherwise, or as a result of any bankruptcy, insolvency or similar proceedings, Landlord shall serve upon each Leasehold Mortgagee who is entitled to notice, written notice of such termination

promptly following same, together with a statement of any and all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. Subject to Section 13(i)(iv) below, the Leasehold Mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions, and otherwise upon the same terms and conditions and in the same form as this Lease (including a term that expires on the same expiration date as this Lease) (a “New Lease”):

- i. Upon the written request of such Leasehold Mortgagee, served upon Landlord in accordance with Section 25, within forty-five (45) business days after service upon the Leasehold Mortgagee of the aforementioned notice of termination, Landlord shall enter into a New Lease of the Premises with the Leasehold Mortgagee or any designee of the Leasehold Mortgagee (such Leasehold Mortgagee or such designee, the “New Tenant”).
 - ii. The New Lease shall be effective as of the date of termination of this Lease and shall be for the remainder of the Term and at the Base Rent and upon all the agreements, terms, covenants and conditions hereof, it being acknowledged that the New Lease is effectively a reinstatement of this Lease (but with the New Tenant). Upon and as a condition to Landlord’s execution of such New Lease, the New Tenant shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for its termination, as aforesaid, and shall commence to remedy any non-monetary defaults (other than Incurable Defaults) under this Lease (and the New Lease shall require the New Tenant to diligently continue to remedy such non-monetary defaults until cured). Landlord shall have no obligation to deliver physical possession of the Premises in connection with the giving of any such New Lease to the extent that Landlord shall not previously have recovered possession of same.
 - iii. Nothing herein contained shall release Tenant from any of its obligations under this Lease which shall not have been discharged or fully performed by Tenant or by such Leasehold Mortgagee.
- (ii) As between Landlord and such New Tenant, any such New Lease and the leasehold estate thereby created, subject to the same conditions contained in this Lease, shall continue to maintain the same priority as this Lease with regard to any mortgage or any other lien, charge or encumbrance whether or not the same shall then be in existence.
 - (iii) Upon the execution and delivery of a New Lease under this Section 13(i), all subleases which theretofore may have been assigned to Landlord thereupon shall be assigned and transferred, without recourse, by Landlord to the New Tenant. Between the date of termination of this Lease and the date of execution and delivery of the New Lease, if a Leasehold Mortgagee shall have requested such New Lease, Landlord shall not enter into any new subleases, cancel or modify in any material respect any then-existing subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the written consent of the

Leasehold Mortgagee, not to be unreasonably withheld or delayed, except as permitted in the subleases.

- (iv) Any rejection of this Lease by any trustee of Tenant in any bankruptcy, reorganization, arrangement or similar proceeding which would otherwise cause this Lease to terminate, shall, without any action or consent by Landlord, Tenant or any Leasehold Mortgagee, effect the transfer of Tenant's interest hereunder to the Leasehold Mortgagee or its nominee or designee. Such Leasehold Mortgagee may reject the transfer of this Lease upon such transfer upon giving notice thereof to Landlord no later than thirty (30) days after notice from Landlord of such transfer. Such Leasehold Mortgagee shall thereupon have no further rights or obligations hereunder. Alternatively, the Leasehold Mortgagee may, during such 30-day period, request a New Lease in accordance with the provisions of this Section 13(i). In the event that the Leasehold Mortgagee shall fail either to timely effect the transfer of this Lease or timely request a New Lease, then this Lease shall be deemed terminated and no Leasehold Mortgagee shall have any further rights under this Lease.

(j) Additional Leasehold Mortgagee Protective Clauses. In addition to the other rights, notices and cure periods afforded to the holders of any Leasehold Mortgage, Landlord further agrees that:

- (i) without the prior written consent of the Leasehold Mortgagee, Landlord will neither agree to any material modification or amendment of this Lease, including any modification or amendment that increases Tenant's obligations or reduces Tenant's rights under this Lease, nor accept a surrender or cancellation of this Lease;
- (ii) Landlord shall execute any modification to the Lease and enter into recognition agreements (in form and substance reasonably acceptable to Landlord, at the cost and expense of the party making the request) as reasonably requested by a Leasehold Mortgagee as a condition to making a loan to Tenant, provided that the same does not materially increase Landlord's obligations or materially diminish Landlord's rights hereunder;
- (iii) the Leasehold Mortgagee shall have the right to participate in the adjustments of any insurance claims of the nature set forth in Article 16 and condemnation awards of the nature set forth in Article 17; and
- (iv) within fifteen (15) business days following the written request of Tenant from time to time, Landlord shall execute and deliver an instrument addressed to the holder of any Leasehold Mortgage confirming that such holder is a Leasehold Mortgagee and entitled to the benefit of all provisions contained in the Lease which are expressly stated to be for the benefit of Leasehold Mortgagees.

(k) No merger of fee title with the leasehold interest under any circumstances (whether voluntary or involuntary or effected by the Landlord or the Tenant) will result in the termination of this Agreement or an extinguishment of any Leasehold Mortgage.

(l) Notwithstanding any other term or provision of this Lease to the contrary, Landlord's interest in this Lease and in the Premises shall not be subject or subordinate to any Leasehold Mortgage now or hereafter placed upon Tenant's interest in this Lease, the leasehold interest created hereby, or upon

any interest in Tenant.

(m) Sale-Leaseback. Notwithstanding anything to the contrary, upon or following substantial completion of the Project, Tenant shall have the absolute right, without requiring Landlord's consent, to Transfer, in whole or in part, Tenant's interest in this Lease and/or the Project in a transaction through which Beta Technologies, Inc. or its Affiliate (the "Beta Sublessee") simultaneously enters into, and thereafter remains the subtenant under, a Sublease for the entirety of the property interest subject to such Transfer (the "Beta Sublease", and together with such Transfer, a "Permitted Sale-Leaseback"). Notwithstanding anything to the contrary, the transferee of this Lease in connection with a Permitted Sale-Leaseback (and any subsequent transferee from such initial transferee) may Transfer its interest in this Lease and the Beta Sublease without the consent of Landlord. Notwithstanding anything to the contrary, the City shall have the same rights, subject to the same exceptions, to review and approve any Transfer of the Beta Sublessee's interest in the Beta Sublease that the City holds with respect to a Transfer of this Lease pursuant to Section 12. Landlord shall execute any modification to the Lease and enter into recognition agreements (in form and substance reasonably acceptable to Landlord, at the cost and expense of the party making the request) as reasonably requested in connection with a Permitted Sale-Leaseback, provided that the same does not materially increase Landlord's obligations or materially diminish Landlord's rights hereunder.

Section 14. Signs. Tenant has the right to place, install or maintain upon the Premises any sign, symbol, advertisement or similar device which is intended to be visible to public view from outside the Premises so long as Tenant first obtains, at its sole expense, all necessary governmental permits and approvals therefor and Landlord's prior written consent (subject to Section 44).

Section 15. Indemnity and Insurance.

(a) Tenant shall, from and after the Effective Date, defend, indemnify and hold harmless Landlord, its officers and employees, from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and reasonable attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "Liabilities") arising out of or in connection with (i) damage to property or death or injury to any person sustained on or about the Premises, or arising (directly or indirectly) out of or in connection with Tenant's possession, use, occupation or control of the Premises, (ii) damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any willful misconduct or any negligent act or omission of Tenant, its agents, employees, licensees or contractors and (iii) any breach or default of this Agreement by Tenant, its agents, employees, licensees or contractors, except in any event to the extent such damage, death, injury or Liabilities are caused by or arise from the willful misconduct or negligence of Landlord.

(b) Insurance Certificates. Unless waived in writing or otherwise provided by the Landlord, the Tenant shall procure the insurance coverages identified below at the Tenant's own expense and shall furnish the Landlord an insurance certificate listing "City of Burlington, Burlington International Airport" as the certificate holder. The insurance certificate must provide the following:

- Name and address of authorized agent.
- Name and address of insured.
- Name of insurance company(ies).
- Description of policies, including coverage type and amounts.
- Policy Number(s).
- Policy Period(s).

- Limits of liability.
- Name and address of Landlord as certificate holder.
- Signature of authorized agent.
- Telephone number of authorized agent.
- Insurance company will endeavor to notice in accordance with the policy provisions in the event of cancellation/non-renewal.
- Landlord designated as additional insured under all policies with the exception of professional liability and workers' compensation.

Landlord may require certificates of insurance for any insurance policies entered into by Tenant, and Tenant is responsible for annually verifying and confirming in writing to Landlord that all sub-contractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Tenant.

(c) Policy Provisions. Each of the insurance coverages required below (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "A-/VIII" or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by Landlord. Each such policy shall contain the following provisions:

- (i) All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed or not renewed without at least thirty (30) days written prior notice to the Landlord; and
- (ii) The policies shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this Agreement.

(d) Insurance Coverages. During the Term, the Tenant agrees to purchase and maintain the following types of insurance coverages, and provide evidence of continuing coverage to Landlord on an annual basis. Under no circumstances shall Tenant's liability be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Tenant. Limits of insurance required at the Effective Date of this Agreement are as follows:

- (i) Workers' Compensation and Employer's Liability. The Tenant agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than \$500,000/accident (bodily injury by accident) and \$500,000 policy limit, \$500,000/employee (bodily injury by disease). The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Tenant shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises.

- (ii) Employers' Liability Insurance. If Tenant has employees, the Tenant shall also maintain Employers Liability Insurance Coverage with limits of at least:

Bodily Injury by Accident - \$500,000 each accident; and
Bodily Injury by Disease - \$500,000 each employee.
Bodily Injury by Disease - \$500,000 policy limit.

The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Agreement to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and Tenant shall require from its general contractor(s) that it and all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises. Notwithstanding the foregoing, recognizing that not all subcontractors will have the limits set forth herein, the Tenant may allow its contractor to have discretion to accept lower limits from subcontractors as appropriate.

- (iii) Commercial General Liability Insurance. The Tenant shall provide Commercial General Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures and underground damage liability. The Commercial General Liability Insurance shall provide at minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

- (iv) Commercial Business Automobile Liability Insurance. The Tenant shall provide Commercial Business Automobile Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.

- (v) Commercial Umbrella Liability Insurance. The Tenant shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and Employers' Liability on a follow form basis in addition to the minimum limits set forth herein and including identical additional insured requirements as required in the primary liability policies. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be \$4,000,000 per occurrence and \$4,000,000 in the aggregate. Alternatively, if excess coverage is not available for any of the liability policies referenced above, the minimum limits of the underlying policy shall be increased by \$4,000,000 per occurrence and \$4,000,000 in the aggregate.

- (vi) Builders Risk Insurance. During the construction of the Project, any major renovation (defined to mean with a cost in excess of \$100,000) or major reconstruction of all or any portion of the Project, Tenant shall provide, or cause its Contractor to provide, a Builder's Risk Insurance Policy to be made payable to the Landlord and Tenant as their interests may appear, but in all instances subject

to the terms, conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee. The policy amount should be equal to 100% of the construct sum under any construction contract applicable to any such reconstruction. All deductibles shall be the sole responsibility of Tenant or the Contractor, and in no event shall the amount of any deductible exceed \$250,000.00. The policy shall be endorsed substantially as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Tenant, and
- (iii) Performance of work in connection with construction operations insured by the Tenant, by agents or sublessees or other contractors of Tenant, or by contractors of the Tenant."
- (vii) During the construction of the Project, any major renovation (defined to mean with a cost in excess of \$100,000) or major reconstruction of all or any portion of the Project, Tenant shall require its general contractor, architect and other design professionals with significant design obligations (other than the landscape architect) to carry professional liability insurance covering claims arising out of negligent errors or omissions in rendering or failure to render professional services, in an amount not less than \$1 million each claim and \$2 million annual aggregate; coverage shall include liability arising out of a contract, and if such insurance is on a claims made basis, Tenant's architect shall maintain liability coverage for not less than five years following the date of substantial completion of the work.
- (viii) Property Insurance. Upon completion of the Project, during the Term Tenant shall provide an "all risk" Property Insurance Policy to be made payable to the Landlord and Tenant as their interests may appear, but in all instances subject to the terms and conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee. The policy amount should be equal to 100% of the replacement value of the completed Project and related improvements and shall include replacement cost, demolition cost and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Tenant, and in no event shall the amount of the "All Risk" deductible exceed \$100,000.00. Any improvements constructed by Tenant upon the Premises shall be constructed and maintained at Tenant's risk.
- (ix) Performance Bond and Payment Bond. During the construction of any major renovation (defined to mean with a cost in excess of \$500,000) or major reconstruction of all or any portion of the Project, Tenant shall deliver to Landlord, at the time of execution of a contract related to such construction or reconstruction work evidence of, (x) a Performance Bond of Tenant's contractor equal to 100% of the completed value of the work with Landlord named as a co-obligee, and (y) a Labor and Materials Payment Bond from Landlord's contractor in the amount equal to 100% of the completed value. For additional clarity, this Section 15(d)(ix) shall not apply with respect to the initial construction of the Project, bonding for

which is addressed in Section 3(d)(iii), or otherwise with respect to work being performed by the Contractor.

(e) Waiver of Subrogation. Each of Landlord and Tenant hereby releases the other and their officers, directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by any of the perils which are insured against under standard policies of fire and casualty insurance (including extended coverage), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. This provision shall be deemed suspended during any period of time when insurance companies will not issue insurance policies for properties with such a provision in this Agreement.

(f) Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein continues throughout the Term and shall not terminate until this Agreement has expired or been terminated and the Premises surrendered.

(g) Review of Insurance. Subject to the terms and conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee, the Landlord reserves the right to review the insurance coverage requirements every five years to ensure that the specified coverages and limits remain commercially reasonable for similar improvements and facilities, and Tenant shall modify its coverage throughout the term of this Agreement at Tenant's sole expense upon the reasonable request of Landlord if the specified coverages and limits are no longer commercially reasonable for similar improvements and facilities.

Section 16. Damage or Destruction. If, during the Term, the Project is wholly or partially damaged or destroyed, Tenant shall promptly give written notice of that damage or destruction to Landlord. Subject to the terms of any Leasehold Mortgage then in effect, any such damage or destruction shall not terminate this Agreement, and Tenant shall apply available insurance proceeds and the amount then held in the Capital Reserve Account to promptly repair, restore, replace, rebuild, or reconstruct (herein "Restoration" or "Restore") the Project to substantially the same quality, workmanship, finishes and size as existed immediately before the damage or destruction unless the Landlord gives its prior written approval to do otherwise (subject to Section 44). Subject to the terms of any Leasehold Mortgage then in effect, which may provide that a Leasehold Mortgagee has the right to participate in adjustment of losses as to casualty proceeds, the Restoration shall be commenced promptly and prosecuted with due diligence following adjustment or collection of insurance proceeds. The terms of any Leasehold Mortgage may require payment of insurance proceeds to be made to the Leasehold Mortgagee or to an independent trustee acceptable to the Leasehold Mortgagee until Restoration is complete. Base Rent required to be paid hereunder shall abate in proportion to that part of the Premises that is rendered unfit for occupancy bears to the whole of the Premises until Restoration is complete. In no event shall Landlord have any right to receive any insurance proceeds; any excess insurance proceeds remaining following Restoration shall be delivered to Tenant, subject to the rights of any Leasehold Mortgagee. The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third-party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Project following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

Notwithstanding anything to the contrary, if any damage or casualty to the Project shall occur within the five (5) years prior to the end of the Term, and the cost of Restoration pursuant is reasonably

estimated to exceed one percent (1%) of the replacement cost thereof, Tenant shall have the right to terminate this Lease. Tenant shall exercise such right on or before the date that is ninety (90) days after the occurrence of such damage or casualty. If Tenant provides such notice of termination of this Lease, then at the option of Landlord, Tenant, at its sole cost and expense (subject to reimbursement from the Capital Reserve Fund and as described below), shall either (i) demolish the Project, or (ii) safeguard and secure the Project so that they do not present any imminent danger to person or property. Landlord shall exercise such option within two (2) months after such notice. If this Lease so terminates, then the proceeds of insurance shall be disbursed as follows: (a) first, to any Leasehold Mortgagee, the amount of the outstanding indebtedness secured by the Leasehold Mortgage, (b) second, to Tenant to reimburse Tenant for the out-of-pocket costs incurred by Tenant pursuant to clauses (i) and (ii) above, if any, and (c) the balance, to Landlord.

Section 17. Condemnation or Eminent Domain; Certain Other Governmental Orders.

(a) If the whole of the Premises and the Project shall be appropriated or condemned under power of eminent domain by any competent authority for any public or quasi-public use or purpose after the Effective Date, Tenant reserves unto itself the right to prosecute its claim for an award of damages for the termination of this Agreement caused by such appropriation or taking, together with damages based on the value of Tenant's total improvements on the Premises and damages Tenant may sustain caused by such appropriation and taking of, or the injury to, the Tenant's leasehold interest. In such event, this Agreement shall terminate when Tenant can no longer use the Premises in the manner herein intended, or when possession thereof shall be required by the appropriating or condemning authority, whichever shall first occur and any unearned Rent or other charges, if any, paid in advance shall be refunded to Tenant.

(b) If a part of the Premises shall be appropriated or condemned, and Tenant determines in its reasonable discretion that such partial taking renders the continued operation and management of the Premises uneconomic, then and in any such event Tenant, at any time either before or within a period of sixty (60) days after the date when possession on the part of the Premises so taken shall be required by the appropriating or condemning authority may elect to terminate this Agreement. If Tenant shall exercise such election to terminate this Agreement, Tenant shall have the right to prosecute its claim for an award for damages for the termination of this Agreement caused by such partial appropriation or taking, together with damages based on the value of Tenant's total improvements in the same manner and to the same extent as that hereinbefore reserved by Tenant in the event that the whole of the Premises were appropriated or condemned, except that nothing herein shall be construed to entitle Tenant to any such damages or to obligate the Landlord to pay any such damages or portion thereof upon a failing by the condemning or appropriating authority or an adjudication as between the authority and Tenant to make an award of damages. Upon termination, any unearned Rent or other charges, if any, paid in advance shall be refunded to Tenant. For additional clarity, any temporary taking of the whole or part of the Premises shall be considered under this Section 17 as a partial taking.

(c) If Tenant shall fail to exercise such option, or in the event that a part of the Premises shall be taken or condemned under circumstances in which Tenant shall have no such option, then in either event this Agreement shall continue in full force and effect and shall terminate only as to that part of the Premises so taken and Rent required to be paid hereunder shall abate in proportion to that part of the Premises that is taken or condemned bears to the whole of the Premises. In that event Tenant shall, using compensation available or paid upon such a partial taking (or purchase), and if those are insufficient, using funds then held in the Capital Reserve Account, make all repairs to the buildings and improvements on the Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase). All compensation available or paid to the Landlord and Tenant upon such a partial taking (or purchase), shall be paid to Tenant for the purpose of paying towards the cost of such restoration,

and any excess compensation shall be paid first to Tenant for the value of any improvements or improved property so taken, and then to Landlord for the value of any property taken and considered as unimproved and for the cost of any property restoration occasioned by such partial taking (or purchase). The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third-party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Project following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

(d) In all events, and notwithstanding the foregoing provisions of this Section or anything to the contrary, a Leasehold Mortgagee shall have the right to participate in any condemnation proceedings and settlement discussions. If any Leasehold Mortgage is in effect at the time of any taking or partial taking, payments or awards made in connection therewith shall be made to the Leasehold Mortgagee or to an independent trustee for the purposes of supervising and controlling the receipt and disbursement of condemnation awards for the restoration of the Premises (in the event of a partial taking that does not result in the termination of this Agreement) or otherwise. This payment must not be less than the total award minus the value of the land considered as unimproved but encumbered by this Agreement.

(e) To the maximum extent allowable under State or Federal Law, Tenant reserves its rights to pursue damages or remedies for any condemnation of the Premises. Nothing in this Section 17 waives or modifies any legal or equitable rights Tenant may have as a leasehold owner or as a business owner in the event the Premises is subject to eminent domain.

(f) In the event of the issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Tenant of all or any substantial part of the Premises or preventing or restraining the use of the Airport for usual Airport purposes in its entirety, or the use of any part thereof which may be used by Tenant and which is necessary for Tenant's operations on the Airport, Landlord shall not be deemed in default of its obligations hereunder, and Tenant's obligation to pay Rent shall equitably abate until such order terminates or is vacated.

(g) In the event that any agency or instrumentality of the federal or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or its use for civil aviation, and any of said events shall result in material interference with Tenant's normal operations, Landlord shall not be deemed in default of its obligations hereunder, and Tenant's obligation to pay Rent shall equitably abate until such state affairs ceases and normal operations resume

Section 18. **Landlord's Right to Mortgage Property.**

(a) Landlord shall have the right to grant one or more mortgages, deeds of trust or other security instruments on Landlord's interest in the Premises (each, a "Fee Mortgage"), subject to Section 18(b).

(b) Any Fee Mortgage shall automatically and without further act be subject and subordinate in all respects to this Lease, any Leasehold Mortgage and the Tenant's rights hereunder. The foregoing is intended to provide that although the Fee Mortgage pertains to the fee interest in the Property, any exercise by the holder of a Fee Mortgage (each, a "Fee Mortgage") of its remedies thereunder shall be subject to this Lease and any Leasehold Mortgage and shall not terminate or otherwise affect this Lease. No

foreclosure of such Fee Mortgage (or deed in lieu of such foreclosure) or other exercise of remedies under a Fee Mortgage, shall operate to disturb the rights of Tenant under this Lease or the rights of a Leasehold Mortgagee under a Leasehold Mortgage, and the transferee thereof shall recognize such rights. The foregoing provisions of this Section 18(b) are intended to be self-operative, but each Fee Mortgagee, by acceptance of its Fee Mortgagee, shall be deemed to have agreed to execute such further assurances as Tenant or any Leasehold Mortgagee may reasonably request to confirm the agreements set forth in this Section 18(b).

Section 19. **Environmental Compliance.**

(a) Except as provided in Subsections 19(b) and 19(d), below, to the extent caused by or arising from the acts or omissions of Tenant, its agents, employees or contractors, Tenant shall defend, indemnify, and hold harmless Landlord and its officers and employees from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities which are based upon or in any way related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors. For purposes of this Section 19, the term “Hazardous Materials” includes any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products, asbestos, or related materials; including as the same are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, *et seq.*), applicable Vermont Statutes, and in the regulations adopted and publications promulgated pursuant thereto. Tenant shall provide Landlord with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials and the Premises and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Tenant may have under this Agreement, at common law, or otherwise, and shall survive the termination or expiration of this Agreement for a period of two years.

(b) Tenant shall not be liable to Landlord for any Hazardous Materials to the extent that such Hazardous Materials were generated, stored, handled, transported, disposed of, discharged or released by any party other than Tenant, its agents, employees or contractors.

(c) Tenant shall provide Landlord with copies of any environmental reports or studies in its possession or in the possession of its agents which it can obtain without expense related to the Premises and any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials on, from or affecting the Premises and shall give Landlord written notice of its discovery or release of any Hazardous

Materials on, from or affecting the Premises.

(d) Except as otherwise provided in Subsection 19(a), above, Landlord shall defend, indemnify, and hold harmless Tenant and its members and managers from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on, from, or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to January 1, 2020 and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to January 1, 2020 and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on, from or affecting the Premises; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities based upon or in any way related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to January 1, 2020 and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors. Landlord shall provide Tenant with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials on, from or affecting the Premises and shall give Tenant written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Landlord may have under this Agreement, at common law, or otherwise, and shall survive the termination or expiration of this Agreement for a period of two years.

Section 20. **Quiet Enjoyment; Landlord's Warranties.**

(a) Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed under this Agreement, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the Premises, the Project and all appurtenances thereto without hindrance or molestation from any person claiming by, through or under Landlord.

(b) Landlord represents and warrants to Tenant that (i) Landlord and any person executing this Agreement in a representative capacity has full right and lawful authority to execute this Agreement in the manner and upon the conditions and provisions herein contained; (ii) Landlord has obtained all necessary approvals, including from the FAA, to enter into this Agreement, including to allow the use of the Premises by Tenant as permitted under this Lease; (iii) Landlord owns good and marketable fee simple title to the Premises subject only to the Permitted Encumbrances and to no other restrictions, covenants, conditions, easements or encumbrances whatsoever unless subsequently consented to by Tenant (and if applicable by any Leasehold Mortgagee), (iv) Landlord has fully complied with all requirements pertaining in any way to the disposition of real estate as the same may apply to this Agreement, and (v) except as expressly provided otherwise in this Lease, there are no leases, licenses, or other agreements pursuant to which any person has the right to use or occupy any part of the Premises, except as set forth on **Schedule 20(b)** attached hereto.

Section 21. **Defaults.**

(a) If any one or more of the following events (herein called "Events of Default") shall occur:

- (i) if default shall be made in the due and punctual payment of any installment of Rent, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) consecutive month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to pay any installment of Rent, when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
- (ii) if default shall be made in the due and punctual payment of any installment of any sum of money payable by Tenant under this Agreement other than Rent, when and as the same shall become due and payable, and any such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) consecutive month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to make any such payment when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
- (iii) if default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Agreement provided, other than those referred to in the foregoing Subsections 21(a)(i) or (ii), and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Tenant fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Tenant within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence); or
- (iv) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy or insolvency statute or law, or shall seek or consent to the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises; or
- (v) if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy act or any other present or future state or federal bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed, or, if,

within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated,

then and in any such event Landlord, at any time thereafter that the Event of Default remains uncured, may give written notice to Tenant specifying such Event of Default or Events of Default and stating that this Agreement and the term thereof shall expire and terminate on the date specified in such notice which shall be at least sixty (60) days after the giving of such notice, and upon the date specified in such notice this Agreement and such term and all rights of Tenant under this Agreement shall, subject to the rights of Leasehold Mortgagees, expire and terminate (except those that are expressly provided to survive termination of this Agreement) and whereupon the provisions of Section 7(c) and Section 7(d) shall apply.

Notwithstanding anything to the contrary, if the Event of Default giving rise to such notice of termination from Landlord arises pursuant to Section 21(a)(i) or 21(a)(ii), Tenant may cure such Event of Default prior to the date specified in Landlord's notice of termination in which event this Agreement shall continue in full force and effect.

Further notwithstanding anything to the contrary, if the Event of Default results in an emergency matter posing a risk of immediate harm to persons or property and/or respects failure by Tenant to maintain insurance as required by this Lease and Tenant fails to remedy the same within a reasonable time given the exigency, Landlord may elect to cure the same and Landlord's reasonable costs in so doing will be considered Additional Rent under this Lease.

(b) Upon any such expiration or termination of this Agreement, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the Premises and possess and repossess itself thereof by summary proceedings, and may bring such actions for damages or equitable relief to which Landlord may be entitled under Applicable Law or at equity, provided that in no event shall Landlord be entitled to accelerate or otherwise receive Rent for longer than four (4) years of the unexpired remainder of the Term, subject to Landlord's obligation to use good faith efforts to mitigate Tenant's damages.

(c) If Landlord shall default in its obligations under this Agreement, Tenant may pursue all available legal or equitable remedies provided by law.

Section 22. **Additional Covenants of Tenant.** Tenant covenants and agrees as follows:

(a) To keep and maintain the Project and the Premises, and each and every part thereof including the building structure and roof, doors and windows, exterior appearance, gas, electrical, plumbing, HVAC and other building systems, landscaping and hardscaping, and building shell and core fixtures, in good order, condition and repair (reasonable wear and tear excepted).

(b) Not to make any illegal use of the Premises and not to cause waste to the Premises.

(c) To pay to Landlord a late charge equal to five percent (5%) of each payment of Rent or other amount due hereunder which is not received by Landlord within ten (10) days after the same is due.

Section 23. **No Waiver; No Accord and Satisfaction.** The waiver by Landlord of a breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition. The subsequent

acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Agreement shall be deemed to have been waived or modified, unless such waiver or modification is in writing and executed on behalf of the parties. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Agreement provided.

Section 24. **Time is of the Essence; Force Majeure.** All time limits stated herein are of the essence of this Agreement. If either party (and/or a Leasehold Mortgagee curing Tenant's or its obligations hereunder) shall be affected by Unavoidable Delay (as defined below), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. As used in this Agreement, "Unavoidable Delay" means delays incurred due to (i) any act of God (including weather delays beyond historic weather patterns), flood, earthquake, fire, disease, pandemics, epidemics and the like, (ii) labor strike, civil unrest or work stoppage or slowdown (including failure of building inspectors to reasonably process approvals that cause work stoppage), (iii) unforeseeable interruptions in utility services, (iv) unforeseeable material shortages, transportation and logistics delays, (v) sabotage, war, riot, terrorism, moratorium, (vi) unforeseeable governmental action (including required work stoppage or closure of construction sites by applicable government authorities including closures in the general vicinity where the Premises is located, and including unforeseen archeological conditions or closure of government offices that issue necessary permits), (vii) delays caused by the other party, or with respect to Tenant any Affiliate of Tenant, or with respect to Landlord, any division, department or instrumentality of Landlord or under Landlord control, (viii) any other unforeseeable act of any third party unrelated to, and having no arrangements, contractual or otherwise, with the Premises or the respective party claiming the delay that reasonably prevents an action from being taken through no fault of the respective party claiming the delay, or (xi) other similar causes beyond the reasonable control of the party claiming the delay (but not including insolvency).

Section 25. **Notices.** Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by email (provided the electronic process used is reasonably secure and not easily susceptible to manipulation and that if notice is delivered by email, notice must also be delivered by one of the other methods described above unless the recipient or its counsel waives for foregoing) addressed as follows:

If to Landlord: City of Burlington
 Attention: Office of the City Attorney
 City Hall, 149 Church St.
 Burlington, VT 05401

with a copy to: Burlington International Airport
 Attention: Director of Aviation
 1200 Airport Drive
 South Burlington, VT 05403

with a copy to: Jeremy Farkas, Esq.

MSK Attorneys
275 College Street
P.O. Box 4485
Burlington, VT 05406-4485
Telephone No.: (802) 861-7000
Email: jfarkas@mskvt.com

If to Tenant: Beta Technologies, Inc.
Attention: CEO & COO
1150 Airport Drive
South Burlington, VT 05403
Telephone No.: (802) 281-3623
Email: kyle@beta.team & blain@beta.team

with a copy to: Beta Technologies, Inc.
Attention: General Counsel
1150 Airport Drive
South Burlington, VT 05403
Telephone No.: (802) 281-3623
Email: bdunkiel@beta.team

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or “out of office” message.

Section 26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction’s principles of conflict of laws. The parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the parties’ actions took place in the State or elsewhere in the United States.

Section 27. **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 28. **Holding Over.** If Tenant shall continue in occupancy of the Premises after the expiration or termination of this Agreement, such occupancy shall not be deemed to extend or renew the terms of this Agreement, but such occupancy shall continue as a tenancy at will from month to month and otherwise upon the covenants, provisions and conditions herein contained, except that Base Rent shall be doubled. This Section shall not be construed as giving Tenant any right to hold over after any such expiration or termination. In addition, Tenant agrees to pay Landlord’s reasonable attorney’s fees and related costs if

Landlord must take legal action to evict or eject Tenant who is holding over or to collect the holdover amount as set forth in this provision.

Section 29. **Jury Trial Waiver.** Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement. This waiver is knowingly, intentionally, and voluntarily made by Tenant and Landlord and Tenant and Landlord acknowledge that neither Landlord nor Tenant nor any person acting on behalf of Landlord or Tenant has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant and Landlord further each acknowledge that it has been represented (or has had the opportunity to be represented) in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. Tenant and Landlord further acknowledge that it has read and understands the meaning and ramifications of this waiver provision.

Section 30. **Tenant and Landlord Defined.** The word “Tenant” shall be deemed and taken to mean Beta Technologies, Inc. and its successors and permitted assigns. The term “Landlord” as used in this Agreement means only the owner for the time being of the Premises, so that, in the event of any sale thereof, the seller shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder not theretofore accrued, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

Section 33. **Notice of Lease.** The parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). Landlord shall, upon request of Tenant, promptly execute and deliver to Tenant any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Agreement. Tenant shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Agreement.

Section 34. **Number; Gender; “Including”.** Wherever the context so requires, the singular and the plural form of words and words of masculine or feminine gender shall, within those respective classifications, be deemed interchangeable. The term “including”, and variants thereof, shall mean “including without limitation” unless the context otherwise expressly provides.

Section 35. **Captions; Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Agreement or have any substantive effect.

Section 36. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; such counterparts may be evidenced by pdf or similar reproduction methods and/or may be executed electronically using electronic signature software (e.g., DocuSign or similar software) or similar methods (each a method of “Electronic Execution”), and each pdf or Electronic Execution shall have the same legal and binding effect as original signatures; upon the request of either party, the other shall furnish a copy or copies with original signature within five (5) business days.

Section 37. **Waiver of Rule of Construction.** The parties waive the benefit of any rule that this Agreement is to be construed against one party or the other.

Section 38. **Entire Agreement; Amendment.** This Agreement and the exhibits hereto and the

agreements referenced herein embody the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by both parties.

Section 39. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 40. **Commissions and Fees.** The parties hereto warrant and represent to each other that they have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any other finder's fees or commissions related thereto, and each party agrees to indemnify and hold harmless the other for all claims or demands of any real estate agent or broker claiming by, through, or under such party, which indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.

Section 41. **Tenant Representations and Warranties.** The Tenant makes the following representations and warranties to and for the benefit of Landlord:

(a) Tenant is a Delaware corporation, validly existing and in good standing under the laws of the State of Delaware and qualified to do business in the State of Vermont and has the full power and authority to enter into, execute, deliver, and consummate the transaction contemplated by this Agreement and any instruments and agreements contemplated herein. Tenant has taken all action required by law or by its organizational or corporate documents to authorize the execution, delivery, and consummation of the transaction contemplated hereby.

(b) The consummation of the transaction contemplated by this Agreement will not violate or be in conflict with any provision of Tenant's governing documents, or any other agreement or instrument to which Tenant is a party or by which Tenant is bound, or any judgment, decree, order, statute, rule or regulation applicable to Tenant.

(c) This Agreement constitutes the legal, valid and binding obligation of Tenant in accordance with its terms. No consent or approval of any trustee or holder of any indebtedness of the Tenant, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(d) No information, exhibit or report furnished to the Landlord by the Tenant in connection with the negotiation of this Agreement knowingly contains any untrue statement of a material fact or knowingly omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 42. **No Partnership.** The parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the parties; each party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either party an agent or partner of the other, or to give either party the right to bind the other in any way, notwithstanding any reference to the Project as a "public-private partnership."

Section 43. **No Third-Party Rights.** This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to successor and assigns, and except as otherwise expressly set forth herein, no

other person, individual, corporation or entity, whatsoever, shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 44. **Consents and Approvals.** Wherever this Agreement requires the approval or consent of Landlord or Tenant, unless a different standard is expressly indicated, such approval or consent shall not be unreasonably withheld, conditioned or delayed. Wherever this Agreement requires the approval or consent of Landlord or Tenant, unless a different time period is expressly provided, such party shall respond to any written request for approval or consent within ten (10) business days following receipt of the same. Such response shall include either the party's consent to, or rejection of, such request. The responding party may also request additional information or materials related to the approval or consent requested (provided such request shall not extend the time of such party to respond to the request). If any party fails to respond to any written request for approval or consent within such time period as may be provided in this Agreement, the party requesting such approval or consent may elect to send an additional written notice that (i) is marked URGENT, IMMEDIATE RESPONSE REQUIRED and states the approval or consent that is requested, and (ii) states that the failure to respond to such request within two (2) business days after receipt of such additional written notice shall be deemed approval or consent. If such additional notice is sent as aforesaid, the failure to respond to such request within two (2) business days after receipt of such additional written notice shall be deemed approval or consent to the request contained therein (a "**Deemed Approval**"). Wherever this Agreement requires the approval or consent of Landlord or Tenant, if such party determines to withhold such approval or consent, such party shall state in reasonable detail the basis for withholding such approval or consent.

Section 45. **Estoppel.** Each party shall, within thirty (30) business days after request by the other party, execute and deliver to the requesting party, or the party designated by the requesting party, a statement certifying that: (i) this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the modified Agreement is in full force and effect); (ii) whether, to the responding party's knowledge, either party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement.

Section 46. **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Lease, including amending this Lease to adjust the legal description of the Premises following construction to account for as-built conditions and entering into separate easements or other instruments to effectuate the access, use and other rights set forth in this Lease; provided, however, that the execution and delivery of such documents by such party shall not result in any additional liability or material cost to such party.

Section 47. **Dispute Resolution; Attorneys' Fees.** If a dispute arises between the parties with regard to the performance or interpretation of any terms of this Agreement, the parties agree to use the following procedures in the order as set forth below:

(a) **Negotiation.** A meeting shall be held between the Landlord and Tenant regarding the dispute to attempt in good faith to negotiate a resolution of the dispute (the "Negotiation Meeting"); such Negotiation Meeting shall be held within five (5) business days of a party's written request for such a meeting and may occur by telephone or video conference.

(b) **Mediation.** If the parties fail to resolve their dispute through the Negotiation Meeting, either party (the "**Notifying Party**") may demand non-binding mediation in an effort to resolve the dispute by giving written notice (the "**Notice of Dispute**") to the other party (the "**Receiving Party**"). The Notice

of Dispute shall include, in detail, the issues in dispute that the Notifying Party deems relevant to the mediation. Within five (5) business days following the date of the Notice of Dispute, the Receiving Party shall submit to the Notifying Party a list of three (3) persons in Vermont or adjacent states who (i) do not have any professional, business, family or personal affiliation with any of the parties that would compromise their independence, (ii) have relevant training, experience and expertise with regard to the matters in dispute, and (iii) are reasonably available to mediate the dispute (the “Mediator List”). The Notifying Party shall, within three (3) business days following receipt of the Mediator List select a mediator (the “Designated Mediator”) from the Mediator List and give written notice of the identification of the Designated Mediator to the Receiving Party and to the Designated Mediator. If the Receiving Party fails to approve a Mediator List within the time provided above, the Notifying Party shall have the right, upon notice to the Receiving Party, to designate a Designated Mediator who the Notifying Party reasonably believes will satisfy the Mediator criteria set forth above. The parties shall use good faith efforts to schedule and conduct the mediation as expeditiously as is reasonably possible, and the parties shall use their best efforts to make authorized representatives with authority to settle the dispute available for mediation and to cooperate in the mediation. The cost of Mediation, including any fees charged by the Mediator, shall be paid in equal shares by the Notifying Party and the Receiving Party.

(c) All negotiation shall occur in Chittenden County, Vermont at a mutually agreeable location; all Mediation shall occur or at the office of the Designated Mediator unless the parties to the dispute otherwise agree.

(d) If the parties fail to resolve the dispute through negotiation or mediation, then (1) if the parties agree on binding arbitration, they shall submit the matter to binding arbitration by a single arbitrator, or (2) a party may seek an adjudicated resolution through an appropriate court.

(e) The parties consent to the inclusion in any mediation, arbitration, or litigation (by consolidation, joinder, or any other manner) third parties substantially involved in a question of law or fact common to a dispute between the parties under this Agreement.

(f) The substantially prevailing party in any dispute arising out of or relating to this Agreement that is resolved by binding arbitration or by litigation shall be entitled to recover from the other party its reasonable attorneys’ fees, costs and expenses incurred in connection therewith.

(g) This dispute resolution provision shall survive the expiration or termination of this Agreement.

Section 48. **Termination of Original Lease.** Landlord and Tenant hereby agree that the Original Lease is hereby terminated and of no further force or effect.

Signature Page(s) Follows

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the date first set forth above.

LANDLORD

City of Burlington

By: _____
Name: _____
Title: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This Lease was acknowledged before me on _____, 20__ by _____ as _____ and
Authorized Agent of the City of Burlington.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

TENANT

Beta Technologies, Inc.

By: _____
Name: _____
Title: Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This Lease was acknowledged before me on _____, 20__ by _____ as _____ and
Authorized Agent of Beta Technologies, Inc.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

EXHIBIT A
DEPICTION OF AIRPORT PROPERTY

[attached behind]⁵

⁵ DRM Note: Use same Exhibit A as with Valley West Apron.

EXHIBIT B-1

LEASE PLAN

[attached behind]⁶

⁶ DRM Note: Beta to provide

EXHIBIT B-2

Premises Legal Description

[to follow]⁷

⁷ DRM Note: Beta to provide.

EXHIBIT C
Parking Spaces
[to follow]⁸

⁸ DRM Note: BetaParties to provide coordinate graphic representation of location of Parking Spaces.

EXHIBIT D

Reserved

EXHIBIT E

REQUIRED FEDERAL PROVISIONS

I. Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

II. **Compliance with Nondiscrimination Requirements:** During the performance of this contract, the Tenant, 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 Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 Nondiscrimination Acts and Authorities, 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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 sponsor or the Federal Aviation Administration, 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 continuing noncompliance with the nondiscrimination provisions of this contract and failure to cure the same following the applicable notice and cure provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration 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 sponsor or the Federal Aviation Administration 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. During the performance of this Agreement, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 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 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 *et seq.*).

Schedule 1(e)

Permitted Encumbrances⁹

⁹ DRM Note: Beta to provide.

Schedule 7(f)

Parameters for Capital Reserve Account

[attached behind]¹⁰

¹⁰ DRM Note: Beta to provide.

Schedule 20(b)

Lease Schedule

None.

22471006.1

22490259.1

BILL OF SALE

The **CITY OF BURLINGTON**, a Vermont municipal corporation located in Chittenden County, Vermont, ("Seller") in consideration of the sum of Three Hundred Eighty Three Thousand, Four Hundred Nineteen and No/100 Dollars (\$383,419.00) paid by **BETA TECHNOLOGIES, INC.**, a Delaware corporation with a place of business in South Burlington, Chittenden County, Vermont ("Purchaser"), does hereby sell, assign, convey, transfer, deliver and set over to Purchaser and its successors and assigns all of Seller's right, title and interest in and to the building numbered 1150 Airport Drive, South Burlington, Vermont (the "Building"). The Building is situated on real property owned by Seller that Purchaser ground leases from Seller in accordance with a Ground Lease of even date herewith; the terms and provisions of the Ground Lease govern the ownership and disposition of the Building upon expiration of the Ground Lease.

Seller represents and warrants to Purchaser that Seller is the owner of the Building, that the Building is free and clear of all liens and security interests, that Seller has full right, power and authority to sell and convey the Building and to make and deliver this Bill of Sale, and Seller hereby engages to warrant and defend Seller's title to the Building against all lawful claims for liens or security interests. Seller conveys the Building to Purchaser "as is" and "with all faults" and Seller excludes and disclaims any and all warranties of quality, fitness and merchantability.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered as of _____, 2024.

City of Burlington

By: _____
Miro Weinberger, Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This record was acknowledged before me on _____, 2024 by Miro Weinberger as Mayor and Authorized Agent of the City of Burlington.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

ACCEPTED AND AGREED:

Beta Technologies, Inc.

Date

By: _____
Name: _____
Title: _____ and Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This record was acknowledged before me on _____, 2024 by _____ as
_____ and Authorized Agent of Beta Technologies, Inc.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: North Hangar Ground Lease and Bill of Sale

	Approval:	Meeting Date:
☒	Board of Finance	2/5/24
☒	City Council	2/12/24
☐	Concurrent	

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

Signoffs Received

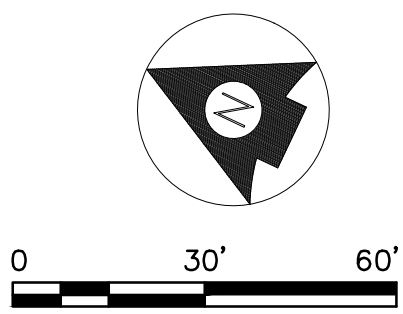
Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/5/2024	N. Longo
Mayor's Office informed and approved memo	Yes	1/29/2024	J. Redell
Board/Commission, if required	N/A	2/7/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap 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	1/18/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	1/5/2024	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?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Bill of Sale, Lease Agreement
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.

KEY — PREMISES

LEASE AREA — 177,166 SF



GROUND LEASE AGREEMENT

BETWEEN

THE CITY OF BURLINGTON

AND

BETA TECHNOLOGIES

FOR THE

NORTH HANGAR

1150 AIRPORT DRIVE

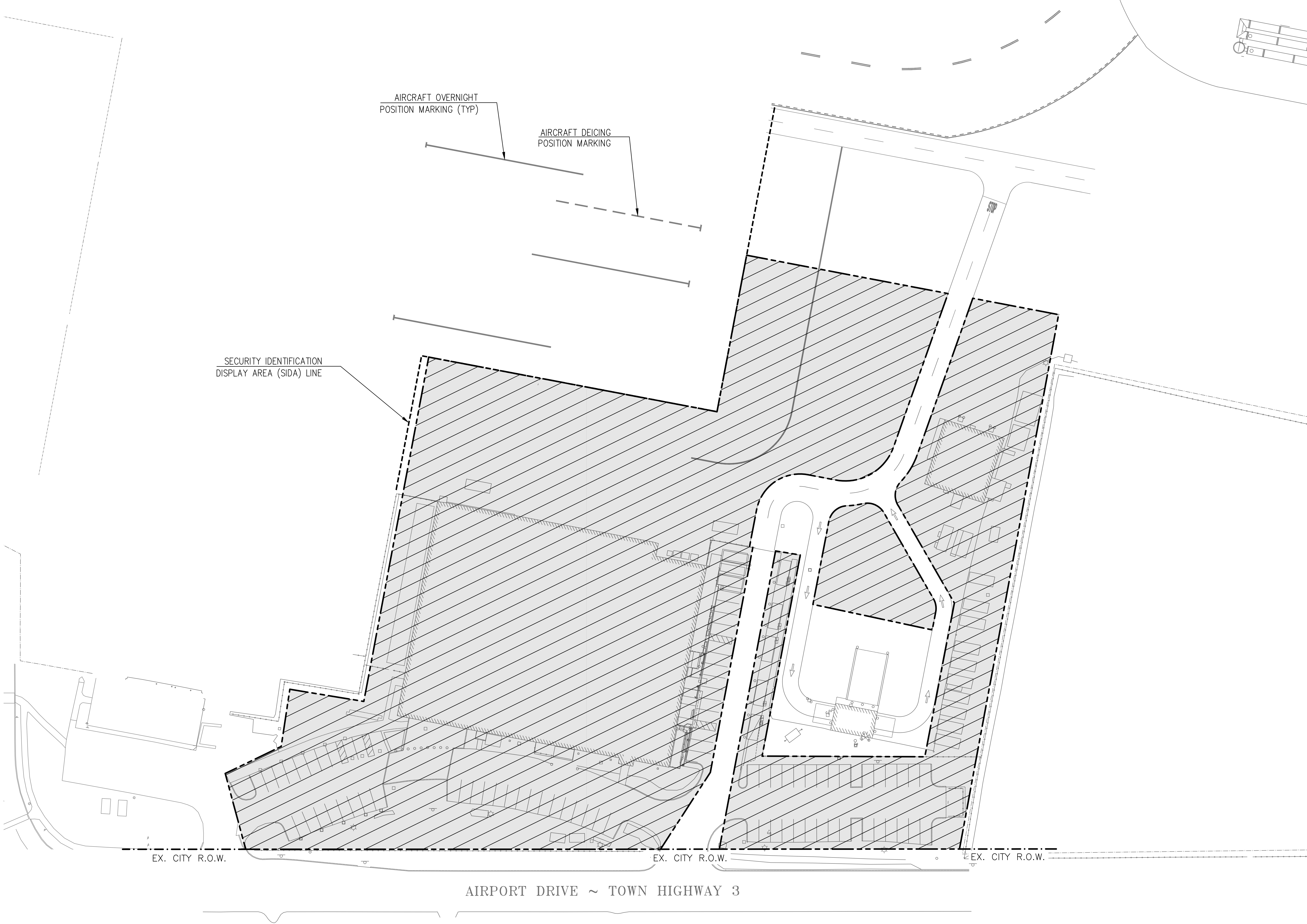


EXHIBIT B-1
LEASE PLAN

EXHIBIT
B-1



MEMORANDUM

To: Burlington Board of Finance

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

Date: February 5, 2024

Subject: BED Electrify Your Fleet Incentive Program grant

Burlington Electric Department (BED) respectfully requests that the Board of Finance approve BED's acceptance of a State of Vermont Electrify Your Fleet Incentive Program grant in an amount not to exceed \$5,000. This grant from the Agency of Transportation provides a rebate of up to \$2,500 per vehicle on the purchase of a new plug-in electric vehicle that replaces a fossil fueled vehicle currently operating within a municipal, commercial, or non-profit fleet. BED is receiving this rebate toward the purchase of two plug-in electric Ford F-150 Lightnings that were included in BED's approved FY24 capital budget. No further BED or City match is required. Please see the attached grant agreement for more information. Please do not hesitate to contact us with any questions.

Board of Finance Motion:

Move to approve and authorize the BED General Manager or their designee, to enter into and execute all necessary grant agreements with respect to accepting the State of Vermont's Electrify Your Fleet Incentive Program in the amount of \$5,000 towards the purchase of two plug-in electric Ford F-150 Lightning fleet vehicles included in BED's FY 2024 capital budget, subject to final review and approval of the City Attorney's Office.

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

**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 **585 Pine Street, Burlington 05401**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is the Electrify Your Fleet Incentive Program.
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 the work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments to the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **14** pages including the following attachments which are incorporated herein:

Attachment A – Scope of Work

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants Revised December 4, 2023

Attachment D – 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: _____

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: GR1866		² Original ☒ Amendment # _____	
³ Grant Title: Electrify Your Fleet Incentive Program			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$5,000.00	
		⁶ Total Award Amount: \$5,000.00	
⁷ Award Start Date: 12/21/2023		⁸ Award End Date: 6/21/2025	
		⁹ Grantee Award: YES ☐ NO ☒	
¹⁰ Vendor #: 0000040096		¹¹ Grantee Name: City of Burlington	
¹² Grantee Address: 585 Pine St.			
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: \$ _____ Description:	
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐			

SECTION II - GRANTEE AWARD INFORMATION

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

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-Grantee funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$5,000.00	\$5,000.00	Transportation Funds

FEDERAL FUNDS

(includes Grantee Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
³⁹ Federal Awarding Agency:				⁴⁰ Federal Award Project Descr:			
Total Awarded - All Funds		\$0.00	\$5,000.00	\$5,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY NAME: Ari Lattanzi TITLE: Climate Programs Administrator PHONE: 802-371-7366 EMAIL: ari.lattanzi@vermont.gov	GRANTEE NAME: Emily Stebbins-Wheelock TITLE: CFO and Manager of Strategy & Innovation PHONE: 802-875-7466 EMAIL: estebbins-wheelock@burlingtonelectric.com
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**ATTACHMENT A
SCOPE OF WORK
October 4, 2023**

Background and Objectives

The Policy, Planning, and Intermodal Development Division of the Vermont Agency of Transportation, hereinafter referred to as VTrans, is seeking applications for the Electrify Your Fleet Incentive Program. Reducing and replacing fossil fuels in the transportation sector with renewably produced electricity is an essential means of meeting the State's renewable energy and greenhouse gas (GHG) reduction requirements. The State of Vermont is working on several fronts to accelerate plug-in electric vehicle (PEV) adoption, encourage cleaner modes of transportation, and advance transportation equity.

I. Program Overview

This scope of work describes Vermont's new Electrify Your Fleet Program, as authorized by the 2023 Transportation Bill ([Act 62](#), Section 21). 2023 Act 62 § 21 authorized up to five-hundred thousand dollars (\$500,000.00) to establish a new incentive program to replace aging fossil-fueled vehicles and with a cleaner transportation option (PEVs, electric motorcycles, electric bikes, or electric snowmobiles). Electrify Your Fleet is a first-come, first-served grant aimed at providing funding support to Vermont-based businesses, non-profit organizations, shared mobility services, and municipalities for the replacement of inefficient, fossil-fueled forms of fleet transport with new plug-in electric vehicles (PEVs). The State will provide a vehicle rebate up to two thousand five hundred dollars (\$2,500) to replace a single fossil fueled vehicle currently operating within a municipal, commercial, or non-profit fleet, with up to five (5), five-thousand-dollar (\$5,000) rebates for non-profit shared mobility services to replace or avoid the purchase of a fossil-fueled vehicle with an electric vehicle. Up to twenty (20) vehicle rebates total are available to a single applicant. A secondary purpose of the program is to establish a robust and affordable used electric vehicle market within the next several years as fleets turn over through the resale of incentivized vehicles within the State of Vermont.

II. Evaluation and Reporting

- A. Using the agreed-upon methodology for calculating greenhouse gas emissions (GHG) reductions achieved with the incentivized vehicle(s), Grantee shall submit a brief report to VTrans no later than thirteen (13) months following the purchase of said vehicle(s). In addition to the estimated GHG emissions reductions, the report should include the following: yearly vehicle miles traveled, discussion of successes and/or challenges with the vehicle or associated infrastructure, a list of all other rebates, incentives, or tax credits received for the vehicles and supporting infrastructure, recommendations for future program modifications, and any other agreed-upon measures to support program evaluation.
- B. The grantee agrees to submit or allow the use of photographs of the incentivized fleet vehicle(s) and/or testimonials in promotional materials associated with the Electrify Your Fleet program.

III. Resale of Incentivized Vehicles

- A. The minimum term of a lease agreement for vehicles incentivized under this program shall be twenty-four months. If purchasing a vehicle, the Grantee shall maintain ownership of said vehicle for a minimum period of twenty-four (24) months. The grantee shall notify the State in the event of an early lease termination or resale.

- B. As it is the intent of the Electrify Your Fleet Program to encourage an affordable, used PEV market for individual consumers and households to benefit from transportation electrification, Grantee shall make all reasonable efforts to resell fleet vehicles incentivized through this agreement to car dealerships participating in the MileageSmart Program, Vermont's income-eligible incentive program for used vehicles.

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to reimburse the Grantee in part for electric fleet vehicle(s) purchased up to the total award amount stated on the Part 1 – Grant Award Detail, provided such vehicles are eligible within the scope of the Grant and projected to reduce greenhouse gas emissions as provided for under the terms and conditions of this Grant.

You must have an executed grant agreement before you purchase your electric fleet vehicle to be eligible for an Electrify Your Fleet incentive reimbursement payment.

This NOFO will lead to a reimbursement grant with specific not-to-exceed amounts for electric vehicle incentives. Grantee shall provide original source documentation to verify the incented purchase or lease of the eligible vehicle(s), as well as a signed application which includes, at minimum, a self-attestation of eligibility for the recipient's participation in the program. In determining eligibility for Electrify Your Fleet, the Grantee shall further verify the ownership and eligibility of any vehicle(s) proposed for replacement. Rebates will be provided on a reimbursement basis only, after Grantee has submitted to VTrans original source documentation for the replaced and replacement vehicle(s).

The Grantee shall submit an evaluation as described in Attachment A, Scope of Work.

The initial period for paying incentives is state fiscal year 2024 (July 1, 2023, to June 30, 2024) while funding authorized under this agreement and the 2023 Transportation Bill remains. The end of the Grant shall not relieve the Grantee of its responsibilities connected to the vehicle evaluation due thirteen months from the date of purchase, as detailed in Attachment A, Scope of Work. The incentive pool allocation for the Electrify Your Fleet Program in State fiscal year 2024 is up to five hundred thousand dollars (\$500,000.00) in one-time state general funds. No single entity is entitled to more than twenty (20) incentives total for the duration of the program itself.

After Grantee completes the purchase or lease, a request for reimbursement must be sent electronically via email to: Ari Lattanzi, AOT Climate Programs Administrator, Ari.Lattanzi@vermont.gov

As part of the grant agreement, Agency staff will communicate documentation required for the request for reimbursements, which will include a data collection spreadsheet, itemized receipts, and other documents required on an individualized basis.

Grant Monitoring Requirements

The Grantee shall submit a brief evaluation to VTrans via email to Ari Lattanzi at Ari.Lattanzi@vermont.gov within thirteen (13) months of the date of a vehicle purchase. The evaluation will be used to estimate greenhouse gas emissions reductions, identify any successes and operational challenges with the vehicle and infrastructure, and improve the program itself.

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 4, 2023**

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.3 above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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 (“Confidentiality and Protection of State Information”); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) (“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 use the State’s logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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. GR1866

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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- 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 \$1,000, 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

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

Assurance Appendix A

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

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

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

Assurance Appendix E

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

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

Board of Finance and City Council Submission Checklist

Darren Springer, Emily Stebbins-

Department: BEDSubmitter: WheelockTitle/Subject: Electrify Your Fleet Incentive Program grant

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☐	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	1/29/2024	Darren Springer
Mayor's Office informed and approved memo	N/A	1/31/2024	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	1/30/2024	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/29/2024	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	1/29/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401

Phone: (802) 865-7000



TO: City of Burlington Board of Finance & City Council

FROM: Scot Barker, Chief Innovation Officer

DATE: February 5, 2024

RE: Motion to Authorize Chief Innovation Officer to enter into a contract for email services

Overview:

The Department of Innovation & Technology requests approval to enter into and execute an agreement through GovConnection, Inc. for Microsoft Exchange Online email services. While Planet Technologies is the City's current provider of this Microsoft service, that 3-year contract ends at the end of February, 2024 and GovConnection, Inc. responded with the best price to renew the services. This agreement would begin February 2024 and be for a period of three years.

The cost for services for the service year beginning 02/28/24 would be \$50,496.33 based upon the current user count (341 enhanced licenses, 456 standard licenses, 1 G3 advanced license, and 8 PowerBi licenses). This contract locks in pricing of \$37.10 per year for standard accounts and \$94.92 per year for the enhanced licenses for three years. This pricing represents an increased annual cost of about \$5455 per year from the previous contract due to cost increases since 2021 for similar services. The City has the option to terminate the agreement (in total or in part, should license counts fall) for no cause prior to the end of any service year. The City will complete its existing contract with Planet Technologies for email services at the end of February 2024.

The City purchases this service based upon Microsoft's standard Agreement for Online Services for Government (AOS-G) offering. Microsoft services must be purchased through approved partners. We obtained pricing from three approved partners, Planet Technologies, GovConnection, and SHI. We were able to negotiate the lowest cost pricing with GovConnection, Inc. with this pricing locked in across all three years of the contract.

Projecting total annual costs depends on final user counts and service level needs, which vary as staff numbers fluctuate. Therefore, we ask for a contingency for the overall spend to allow for the expansion of users, for a total of up to \$55,000 each year.

	GovConnection	Planet	SHI
Product Title			
456 Standard (O365 GCC P1)	\$16,917.60	\$18,933.12	\$17,050.84
341 Enhanced (O365 GCC G1)	32,367.72	\$35,354.88	\$33,496.43
1 Enhanced (O365 GCC G3)	251.12	238.44	\$259.88
8 Power BI Pro for GCC	741.52	829.44	767.28
1 PowerApps Premium	<u>218.37</u>	<u>228.12</u>	<u>225.98</u>
Total:	50,496.33	55,584.00	52,255.41

Board of Finance Motion:

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401

Phone: (802) 865-7000



1. *To approve and recommend to the City Council that it authorize the Chief Innovation Officer execute an agreement with GovConnection, Inc. and Microsoft for email services for a total amount not to exceed \$165,000 over three years, subject to final contract approval by the City Attorney's Office.*

City Council Motion:

2. *To approve and authorize the Chief Innovation Officer to execute an agreement with GovConnection, Inc. and Microsoft for email services for a total amount not to exceed \$165,000 over three years, subject to final contract approval by the City Attorney's Office.*

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Angelo Mullen
Phone: (800) 800-0019 ext. 33129
Fax: (603) 683-0215
Email: angelo.mullen@connection.com

25578323.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 1/2/2024
Valid Through: 2/1/2024
Account #: 5609567

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Pat Schmitz
Email: pschmitz@burlingtonvt.gov

Phone: (802) 865-5386
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 5609567 CITY OF BURLINGTON CLERK/TREASURERS OFFICE 149 CHURCH STREET BURLINGTON, VT 05401 US (802) 865-7016	AB#: 21194998 CITY of BURLINGTON PAT SCHMITZ 645 Pine St Burlington, VT 05401 US (802) 865-7017

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	456	41653876	3MS-00001	Govt. GovEA Exchange Online P1 GCC Sub Per User 12 Month Annual Payment Microsoft Gov Ea	Microsoft Gov Ea	\$ 37.10	\$ 16,917.60
2	341	32747168	U4S-00002	Govt. GovEA Office 365 Government G1 Shared Server Per User 12 Months Microsoft Gov Ea	Microsoft Gov Ea	\$ 94.92	\$ 32,367.72
3	1	41141353	AAA-11894	GovEA O365 GCC E3 Shared Server 12M Microsoft Gov Ea	Microsoft Gov Ea	\$ 251.12	\$ 251.12
4	1	41302032	SEL-00001	GovEA Power Apps Plan Subscription GCC 12 Months Annual Payment Microsoft Gov Ea	Microsoft Gov Ea	\$ 218.37	\$ 218.37
5	8	41302028	DDJ-00001	GovEA Power BI Pro Subscription Shared Server Per User 12 Month Annual Payment Microsoft Gov Ea	Microsoft Gov Ea	\$ 92.69	\$ 741.52
						Subtotal	\$ 50,496.33
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 50,496.33



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

Board of Finance and City Council Submission ChecklistDepartment: Innovation & Technology Submitter Scot Barker, CIOTitle/Subject Microsoft License Renewal

	Approval:	Meeting Date:
X	Board of Finance	2/5/2024
X	City Council	2/12/2024
	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/16/2024	Scot Barker
Mayor's Office informed and approved memo	Yes	1/17/20024	Jordan Approved
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	yes	1/29/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	yes	1/29/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	yes	1/22/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Yes	1/16/2024	Scot Barker

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Only a software purchase. No other services provided.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Scot Barker, CIO

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401
Phone: (802) 865-7000



TO: City of Burlington Board of Finance

FROM: Scot Barker, Chief Innovation Officer

DATE: February 5, 2024

RE: CivicEngage (website engine) Purchase

Overview:

Currently, the website for the City of Burlington is written and maintained within a content management system package called Drupal and is hosted via an external hosting service. The version of Drupal being used by the City of Burlington has reached end of life and as a result, support (specifically cybersecurity support) ended in 2023. Further, the current system requires the City of Burlington to maintain the architecture and web services and scores below a key accessibility threshold which means that in order to achieve even basic accessibility capabilities, the engine running the website must be upgraded. Through RFP review of three alternative solutions including re-writing the website into the latest version of Drupal, the CivicPlus module called CivicEngage has risen above the rest in terms of features and functions, as well as being the most cost-efficient option now and going forward. CivicEngage provides a fully supported, accessible, responsive application that will make managing the technology of the website more efficient for the Innovation & Technology department and the rest of the City of Burlington, allowing the content to be more efficiently, effectively, and accessibly maintained by departments as they see fit. As a primary means of communication to the entire community, the City of Burlington needs a website that is accessible to ensure that all community members have access to the information they need. In today's world, accessibility equals equity and the current website back-end falls short of the accessibility and equity goals of the City of Burlington.

Beyond accessibility and equity, the selection of CivicEngage as our website platform moving forward provides important integration points with other CivicPlus modules including the calendar options in CivicClerk (our agenda management software for boards and commissions) and CivicRec (the camp, class, and activity registration management tool used by both BPRW and BCA), as well as deeper integrations with See,Click,Fix that will further improve the accessibility and availability to the public.. CivicEngage will give departments the ability to build customizable pages within the overall City of Burlington website and will allow the City of Burlington to realize cost savings over time by moving several departmental websites back under the City of Burlington umbrella, eliminating the software, development, and hosting costs incurred by those departments that have websites outside the main City of Burlington site.

Given the need to address the technology and accessibility of the current system, The Innovation & Technology Department strongly recommends and respectfully requests that the Board of Finance approves the purchase of the CivicEngage module from CivicPlus.

Finances:

Purchase and installation of the CivicEngage module will cost \$41,799, including the first year of maintenance and support. The money for the purchase is contained in the Innovation & Technology Capital Carryover budget. Subsequent annual maintenance and support costs will be \$16,286 per year and will be included in the I&T General Fund budget. We have also included \$5629 in the budget request as a contingency, in the event project changes (such as an additional department coming back to the City website) arise during implementation.

Board of Finance Motion:

1. *The approval and recommendation to the Board of Finance that the Chief Innovation Officer be authorized to execute a contract in an amount up to \$80,000 to purchase and install the CivicEngage module from CivicPlus, including \$16,286 per year beginning in year two and continuing through year three, subject to contract approval by the City Attorney's Office.*

**CivicPlus**

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-30314-1
 10/12/2022 2:24 PM
 12/22/2023

Client:
 BURLINGTON, VERMONT

Bill To:
 BURLINGTON, VERMONT

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan Anderson		ryan.anderson@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicEngage AudioEye Managed	AudioEye Managed: (URL)	Renewable	USD 5,950.00
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable	USD 5,103.00
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable	USD 998.00
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable	USD 75.00
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee - (https://www.burlingtonvt.gov/)	Renewable	USD 75.00
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time	USD 11,294.39
200.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time	USD 5,621.54
8.00	New Customer System Training (3h, virtual) - Web Central	CivicEngage System Training - Virtual, Up to 4 Hours	One-time	USD 4,216.16
2.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.		USD 0.00
2.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee	Renewable	USD 1,182.00
2.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation	One-time	USD 6,345.32
1.00	60 Month Redesign Premium Annual - CivicEngage Central	60 Month Redesign Premium Annual - CivicEngage Central	Renewable	USD 2,010.00

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Recurring Virtual Training (3h, virtual) - Web Central	Recurring Virtual Training (Up to 4 Hours) Annual Fee - CivicEngage	Renewable	USD 893.00
4.00	Virtual Content Consulting - CivicEngage	Virtual Content Consulting Up to 4 Hours - CivicEngage	One-time	USD 2,108.08
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -4,071.50

List Price - Year 1 Total	USD 59,453.00
Total Investment - Initial Term	USD 41,799.99
Annual Recurring Services - Year 2	USD 16,286.00

Initial Term Invoice Schedule	30% invoiced on 2/28/2024. 70% invoiced on 7/1/2024.
Renewal Procedure	Upon mutual agreement by the parties
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 4

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By:

Scot Barker

Scot Barker (Dec 27, 2023 09:50 EST)

Name:

Scot Barker

Title:

Chief Innovation Officer

Date:

Dec 27, 2023

CivicPlus

By:

Amy Vikander

Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

12/26/2023

Organization Legal Name:

City of Burlington, VT

Billing Contact:

Scot Barker

Title:

Chief Innovation Officer

Billing Phone Number:

802-829-5793

Billing Email:

sbarker@burlingtonvt.gov

Billing Address:

City Hall, 149 Church St., Burlington VT 05401

Mailing Address: (If different from above)

City Hall, 149 Church St., Burlington, VT 05401

City Hall, 149 Church St., Burlington, VT 05401

PO Number: (Info needed on Invoice (PO or Job#) if required)

Board of Finance and City Council Submission Checklist

Department: Innovation & Technology Submitter: Scot Barker

Title/Subject: CivicEngage (City of Burlington website engine replacement)

	Approval:	Meeting Date
X	Board of Finance	2/5/2024
	City Council	N/A
	Concurrent	N/A

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	1/25/2024	Approved – Scot Barker
Mayor’s Office informed and approved memo	yes	1/31/2024	Jordan Redell
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney’s Office has approved contract and/or legal documents, -Identify attorney in note			Hayley McClenahan – final contract on its way. They have signed it before, shouldn’t be an issue.
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	yes	1/31/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	yes	1/31/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Yes	1/25/2024	Approved – Scot Barker

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	Client reviewing COB contract. They have signed it before, including all ordinances, need to sign again on this one.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?		Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Scot Barker

Board of Finance and City Council Submission Checklist

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City of Burlington, VT
149 Church Street, 3rd Floor
Burlington, VT 05401
Phone: (802) 865-7144

www.burlingtonvt.gov/plan

TO: Board of Finance, City Council
FROM: Charles Dillard, AICP, Principal Planner
Meagan Tuttle, AICP, Planning Director
DATE: January 29, 2024
RE: Request to Amend a Contract with Nelson\Nygaard Consulting Associates, Inc for Consultant Services for the Citywide Transportation Options Study

Request:

The Office of City Planning (OCP) requests Board of Finance and City Council approval to amend the maximum limiting amount for its contract with Nelson\Nygaard Consulting Associates, Inc. (Nelson\Nygaard) regarding the Citywide Transportation Options Study (CTOS). The request is to amend the maximum budget to include a 10% contingency to the previously approved project budget (\$94,855.00), bringing the maximum possible project budget to \$104,373.50. In addition to adding a standard contingency budget for consultant contracts, this amendment will also enable the Director to execute a contract amendment for an alternative project task described below.

Background

The request to amend the contract budget to include a 10 percent contingency is made to correct an oversight in the initial request to Board of Finance. It is standard practice for OCP to include a 10 percent contingency in all consulting contracts. However, OCP failed to include the contingency request in its February 2023 request to Board of Finance. The request for contingency is both to facilitate work that may be in excess of the baseline project budget, as well as a revised scope of work that includes greater amounts of consultant labor and travel.

The requested amendment of the project scope to replace a Parking and Curb Management and Demand Analysis with a Neighborhood TDM Plan and Process, is made in light of staff's and Nelson\Nygaard's determination that the former scope of work is no longer necessary and the latter is critical in understanding how TDM can be applied broadly within Burlington's communities, particularly its primarily residential neighborhoods. Nelson\Nygaard will study one neighborhood in detail and develop a neighborhood-specific TDM framework/toolkit that will serve as a generalized neighborhood TDM typology that will help translate citywide recommendations to individual corridors or neighborhoods. The revised scope will also include a stakeholder group and engagement support from the consulting team. The approved budget for Task 1A: Parking and Curb Management and Demand Analysis as included in the executed contract is \$19,955, while the proposed Neighborhood TDM Plan and Process has a proposed budget of 26,880, a difference of \$6,925.

Project Funding

If approved, the revised CTOS maximum limiting amount will cover the proposed revised budget as recommended to OCP by Nelson\Nygaard. The budget for this project was carried over from the FY23 Planning budget. This amount also includes a small contingency budget which is sufficient to cover the increase to the maximum limiting amount.

Board of Finance Motion

To approve and recommend that the City Council approve and authorize the Director of City Planning to amend the maximum limiting amount for the CTOS study to a total of \$104,373.50 and to execute a contract amendment with Nelson\Nygaard Consulting Associates, Inc. for the revised amount and

for the purposes of replacing the scope of work for Task 1A, subject to final review and approval of the City Attorney's Office.

City Council Motion

To approve and authorize the Director of City Planning to amend the maximum limiting amount for the CTOS study to a total of \$104,373.50 to execute a contract amendment with Nelson\Nygaard Consulting Associates, Inc. for the revised amount and for the purposes of replacing the scope of work for Task 1A, subject to final review and approval of the City Attorney's Office.

Board of Finance and City Council Submission ChecklistDepartment: City Planning Submitter: Charles DillardTitle/Subject: Contract Amendment – Citywide Transportation Options Study

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	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	1/29/2024	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	1/30/2024	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	1/30/2024	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	1/30/2024	Click or tap here to enter text.
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	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN NELSON\NYGAARD
CONSULTING ASSOCIATES, INC AND THE CITY OF BURLINGTON REGARDING
THE CONSULTANT CONTRACT FOR THE CITYWIDE TRANSPORTATION
OPTIONS STUDY**

A first amendment to the Agreement between Nelson\Nygaard Consultant Associates, Inc. and The City of Burlington regarding the consultant contract for the Citywide Transportation Options Study. The first amendment is made and entered into as of the  day of [MONTH], [YEAR], by and between the City of Burlington, a Vermont municipal corporation (“City”), and Nelson\Nygaard Consulting Associates, Inc. (collectively, “the parties”).

Background

- A. The parties entered into that certain agreement, dated as of April 14, 2023 (the “Agreement”) in order to conduct a comprehensive Citywide Transportation Options Study.
- B. The parties agreed to undertake an approximately one-year study schedule in order to complete a Citywide Transportation Options Study that will review existing approaches and past successes and failures in Burlington’s Transportation Demand Management (TDM) programs and policies; review national and international best practices; and provide recommendations for regulatory and non-regulatory TDM models that best fit Burlington’s context.
- C. The parties desire to enter into this first Amendment in order to:
 - 1) Revise the scope of Task 1A as described in the contract as the identified scope is no longer required by the City; and
 - 2) To agree upon a revised scope for Task 1A that will consist of an Old North End neighborhood TDM planning study and planning framework that will serve as a generalized neighborhood TDM typology that will help translate citywide recommendations to individual corridor or neighborhoods.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and Nelson\Nygaard Consultant Associates, Inc. as follows:

1. In Contract Attachment C: Technical Proposal Revisions, all paragraphs, the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

~~Optional Task 1A Parking and Curb Management and Demand Analysis~~

~~Parking and curb management is intrinsically linked to transportation demand management. Smart parking management can create an adequate supply of spaces for critical parking and loading needs while ensuring that non-vehicular users are safe and comfortable on Burlington's streets. Ensuring that public and private parking resources are adequately managed, enforced, priced, and not oversupplied will prevent vehicular travel from being unfairly subsidized in comparison with other modes and enhance the effectiveness of any and all TDM policies which may emerge as recommendations from this study.~~

~~As an optional task, our team will assess the performance of Burlington's public and private parking resources in the downtown area with an eye toward understanding how these resources contribute to or inhibit the goals of a broader TDM program. We recommend that this task be conducted in Spring 2023.~~

~~This assessment will be conducted via the following subtasks.~~

~~1A.1 Review City of Burlington's Parking Management and Operations~~

~~Our team will review the City of Burlington's management of public parking resources including on and off street parking, to understand how management practices support broader TDM goals. This review will include an assessment of the following:~~

- ~~• Parking payment platforms and pricing~~
- ~~• Resident parking programs~~
- ~~• Parking enforcement and citation practices~~
- ~~• Small business employee parking programs~~
- ~~• Curbside regulations including loading zones~~
- ~~• Any other parking permit or management programs~~
 - ~~○ Including potential expansion of public management of private lots~~

~~1A.2 Downtown Parking Utilization Study~~

Understanding peak parking utilization in Burlington's Downtown core area will help inform decision makers regarding the overall demand and need for parking. If parking resources are underutilized, it may indicate an opportunity to minimize further investments in new parking facilities and divert those resources to other modes or TDM programs. In contrast, if parking facilities are overutilized it may indicate a need to supplement with other modes or consider changes to parking management practices. Our team will:

- Review the existing public and private parking inventory in Downtown Burlington and identified gateway streets and Hill Institution adjacent streets (UVM and Champlain College) to the extent that data exists. The study of Downtown would augment completed work in support of the Main Streets project, which examines a core of the larger Downtown. Gateway streets could include Union Street, Pearl Street, Main Street (east of Union), Pine Street (between Kilburne and Main). We expect to finalize and refine this study area during our project kickoff process in close coordination with the City of Burlington. We will also use current aerial imagery to identify additional parking resources to the extent possible. Comprehensive field data collection will not be undertaken. This inventory will include the capacity, management, and pricing of facilities to the extent possible, building from the data provided in this map: <https://parkburlingtonmap.app/>
 - The proposed study area will include streets as indicated in the map provided _____ at _____ this _____ link: <https://www.google.com/maps/d/u/0/edit?mid=1nQUp1JVPkqfNvhoXgpJRdevF7RQd6Bk&usp=sharing>
- Collect peak period utilization data to understand the impact of commuters on parking utilization. Peak utilization data would be gathered using current aerial imagery and outreach to property owners and/or parking facility operators. If budget allows, in the field on-street parking utilization counts could be conducted but would not be mandatory to develop a utilization analysis. If feasible, direct coordination with the Main Streets project team could allow for additional and efficient data collection.

Deliverables

- ~~Parking and Curb Management and Demand Analysis Presentation (incorporated into the TDM Plan and Current Approaches Presentation)~~
- ~~A GIS Dataset of downtown/gateway street parking inventory/utilization~~

Task 1A Scope of Work

Approaches and objectives:

Transportation Demand Management models are well understood in the context of multifamily residences and employment locations. In these contexts an easily identifiable property manager/landlord or employer is responsible for providing or coordinating the provision of TDM services. In contrast, neighborhoods consisting of many individual properties containing one or more residential units and often small businesses and community service organizations often lack a clearly identifiable organizing and/or responsible party who will provide TDM programs and services.

Ensuring that such neighborhoods have access to TDM programs and services is critical in light of Burlington's many residential and mixed-use neighborhoods. The populations that live, work and recreate in these neighborhoods should have the same access to TDM programs as their neighbors living in multifamily residential developments and/or working for employers who participate in TDM.

As an optional task, our team will study one (1) neighborhood in detail and develop a neighborhood-specific TDM framework that will serve as a generalized neighborhood TDM typology that will help translate citywide recommendations to individual corridors or neighborhoods. The selected neighborhood is a portion of the Old North End, as depicted on Map 1.1 as included in Attachment I.

Task 1A Subtasks:

1A.1: Draft Neighborhood TDM Typology and Process Framework

- In collaboration with City staff, Nelson\Nygaard will develop a draft typology and process framework for developing and implementing neighborhood-level TDM programs in Burlington.
- The draft framework will include a series of general process steps for reviewing local context, collaborating with the community, identifying priorities, and implementing programs.
- The draft framework will be designed to be applicable to neighborhoods throughout Burlington. Through subsequent steps of the Task 1A scope of work, the project team will test the draft framework by applying it to the North Winooski neighborhood. The framework will be refined and finalized in task 1A.6

1A.2 Neighborhood Context

- Nelson\Nygaard will review and assess the successes and challenges of the 2021/2022 Winooski Avenue Corridor Study and North Winooski Avenue Parking Management Plan.
- Nelson\Nygaard will document these successes, challenges, and key opportunities for neighborhood TDM in North Winooski in a brief memorandum section, which will be included as Part 1 of the final task 1A memorandum.

1A.3: Community Collaboration

- Led by City staff and with participation as needed by Nelson\Nygaard, the project team will conduct general community engagement and specific stakeholder outreach.
- This engagement effort will identify past and ongoing transportation challenges within the study area, as well as any ongoing community-level efforts to address these challenges or support alternatives to drive-alone travel.
- Nelson\Nygaard will document the results of the community collaboration findings in a brief memorandum section, which will be included as Part 2 of the

final task 1A deliverable. This section will include an articulation of the community transportation needs, vision, goals, and priorities.

1A.4: Recommended North Winooski Neighborhood Framework

- Nelson\Nygaard will develop a neighborhood TDM framework for the North Winooski study area.
- The North Winooski TDM framework will include an identification of potential funding sources, partners, and stakeholders. Nelson\Nygaard will document the North Winooski framework in memorandum section (which will be included as Part 3 of the final task 1A memorandum deliverable).

1A.5: Neighborhood TDM Toolkit

- Nelson\Nygaard will develop a toolkit of strategies for implementing neighborhood TDM programs. The toolkit will include program concepts, policies, services, and regulations for supporting neighborhood TDM and achieving neighborhood mobility goals.
- The toolkit will reflect best practices in Neighborhood TDM, and will augment where necessary the Study's Task 2 Best Practices Analysis.
- The toolkit will be included as Part 4 of the final task 1A memorandum deliverable.

1A.6: Final Neighborhood TDM Typology and Process Framework

- Based on the experience and insights from developing the North Winooski TDM framework, Nelson\Nygaard revise and finalize draft neighborhood typology and process framework (task 1A.1).
- The final framework will be intended to be used by City staff in future planning initiatives for the creation of neighborhood-specific TDM plans throughout Burlington.
- Nelson\Nygaard will document the final framework as Part 5 of the final task 1A memorandum deliverable.

2. In Contract Attachment Section 7: Contract Documents & Order of Precedent, Contract Documents list (page 3), the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

Attachment C: Technical Proposal Revisions dated ~~2/6/2023~~1/22/2023

3. A new Attachment C named “Technical Proposal Revisions dated 1/22/2023” be added after Attachment B and will be adopted by reference and made part of this Agreement.
4. Except as specifically amended by the terms of this first Amendment, the Agreement remains in full force and effect. Unless specifically defined in this first Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this first Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By: _____
Meagan Tuttle, Director, Office of City Planning
Duly Authorized Agent

**NELSON\NYGAARD CONSULTANT
ASSOCIATES, INC**

By: _____
Duly Authorized Agent

(Print Name and Position)

OATTACHMENT I:

TASK 1A SCOPE OF WORK

Approach and objectives

Transportation Demand Management models are well understood in the context of multifamily residences and employment locations. In these contexts an easily identifiable property manager/landlord or employer is responsible for providing or coordinating the provision of TDM services. In contrast, neighborhoods consisting of many individual properties containing one or more residential units and often small businesses and community service organizations often lack a clearly identifiable organizing and/or responsible party who will provide TDM programs and services.

Ensuring that such neighborhoods have access to TDM programs and services is critical in light of Burlington's many residential and mixed-use neighborhoods. The populations that live, work and recreate in these neighborhoods should have the same access to TDM programs as their neighbors living in multifamily residential developments and/or working for employers who participate in TDM.

As an optional task, our team will study one (1) neighborhood in detail and develop a neighborhood-specific TDM framework that will serve as a generalized neighborhood TDM typology that will help translate citywide recommendations to individual corridors or neighborhoods. The selected neighborhood is a portion of the Old North End, as depicted on Map 1.1 as included in Attachment I.

Task 1A Subtasks

This scope of work will be conducted via the following subtasks:

1A.1: Draft Neighborhood TDM Typology and Process Framework

- In collaboration with City staff, Nelson\Nygaard will develop a draft typology and process framework for developing and implementing neighborhood-level TDM programs in Burlington.
- The draft framework will include a series of general process steps for reviewing local context, collaborating with the community, identifying priorities, and implementing programs.
- The draft framework will be designed to be applicable to neighborhoods throughout Burlington. Through subsequent steps of the Task 1A scope of work, the project team will test the draft framework by applying it to the North Winooski neighborhood. The framework will be refined and finalized in task 1A.6

1A.2: Neighborhood Context

- City of Burlington staff will prepare a summary of neighborhood context, including the key findings, opportunities, and challenges identified in the 2021/2022 Winooski Avenue Corridor Study and the North Winooski Avenue Parking Management Plan.
- Nelson\Nygaard will review the summary to inform our work in other subtasks.

1A.3: Community Collaboration

- Led by City staff and with participation as needed by Nelson\Nygaard, the project team will conduct general community engagement and specific stakeholder outreach.
- This engagement effort will identify past and ongoing transportation challenges within the study area, as well as any ongoing community-level efforts to address these challenges or support alternatives to drive-alone travel.
- City Staff will document the results of the community collaboration findings in a brief summary memorandum section, which will be included as **Part 2** of the final task 1A deliverable. Nelson\Nygaard will review the summary. This section will include an articulation of the community transportation needs, vision, goals, and priorities.

1A.4 Recommended North Winooski Neighborhood Framework

- Nelson\Nygaard will develop a neighborhood TDM framework for the North Winooski study area.
- The North Winooski TDM framework will include an identification of potential funding sources, partners, and stakeholders. Nelson\Nygaard will document the North Winooski framework in memorandum section (which will be included as **Part 3** of the final task 1A memorandum deliverable).

1A.5: Neighborhood TDM Toolkit

- Nelson\Nygaard will develop a toolkit of strategies for implementing neighborhood TDM programs. The toolkit will include program concepts, policies, services, and regulations for supporting neighborhood TDM and achieving neighborhood mobility goals.
- The toolkit will reflect best practices in Neighborhood TDM, and will augment where necessary the Study's Task 2 Best Practices Analysis.
- The toolkit will be included as **Part 4** of the final task 1A memorandum deliverable.

1A.6: Final Neighborhood TDM Typology and Process Framework

- Based on the experience and insights from developing the North Winooski TDM framework, Nelson\Nygaard revise and finalize draft neighborhood typology and process framework (task 1A.1).

- The final framework will be intended to be used by City staff in future planning initiatives for the creation of neighborhood-specific TDM plans throughout Burlington.
- Nelson\Nygaard will document the final framework as **Part 5** of the final task 1A memorandum deliverable.

Task 1A Deliverables

1. Task 1A memorandum
 - Part 1: North Winooski Engagement Findings
 - Part 2: North Winooski TDM Framework
 - Part 3: Neighborhood TDM Toolkit
 - Part 4: Neighborhood TDM Typology and Process Framework

Task 1A Optional Task

Optional: Site Visit and Community Activities

- Nelson\Nygaard will travel to Burlington and meet with neighborhood residents, community-based organizations, and key stakeholders to collaboratively identify and discuss TDM goals and priorities. Site visit activities may include:
 - Round-table focus group-style discussions with residents and/or stakeholders
 - Collaborative brainstorming workshops with residents and/or stakeholders
 - Neighborhood walking audits with residents and/or stakeholders
- City staff will lead the scheduling and planning of site visit activities.
- As needed, Nelson\Nygaard will lead discussions and present materials to facilitate discussion.

Task 1A Scope of Work
Burlington TOS | January 2024

Map 1.1 Proposed Task 1A Study Area

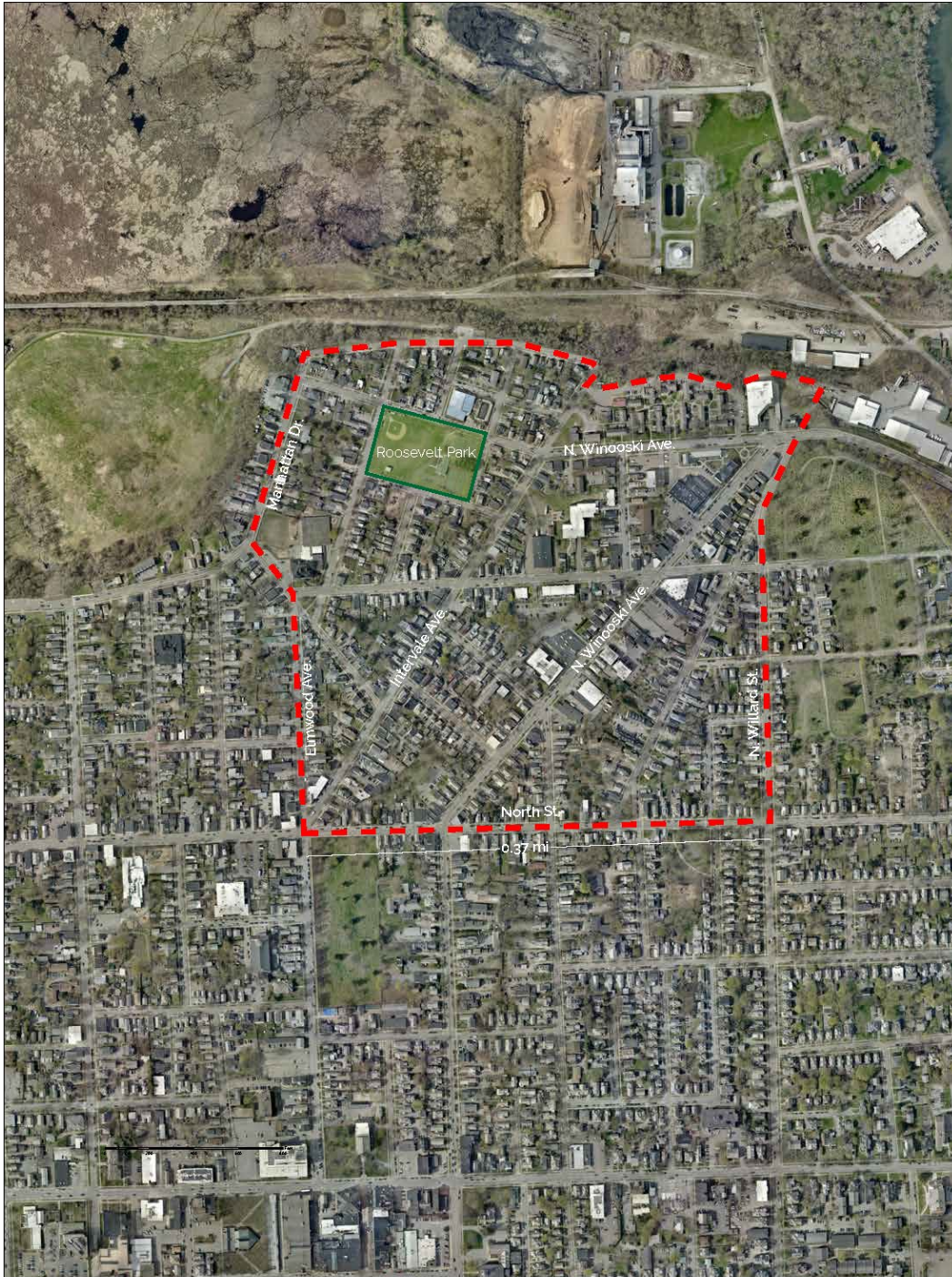


Table 1 Proposed Task 1A Budget

	Nelson\Nygaard Labor Costs			Total Labor Hours	Total Labor Costs	Total Direct Expenses	Total Costs
	Tien-Tien Chan Principal 1	Alexander Mercuri Senior Associate 2	Kelsey Tustin Associate 1				
Flat Rate	205.00	170.00	115.00				
Total Billing Rate	\$205.00	\$170.00	\$115.00				
Task Description							
PROJECT MANAGEMENT				0	\$0	\$0	\$0
QUALITY ASSURANCE / QUALITY CONTROL				0	\$0	\$0	\$0
1 Draft Neighborhood TDM Typology and Process Framework	2	4	6	12	\$1,780	\$0	\$1,780
2 North Winooski Neighborhood Context	1	2	2	5	\$775	\$0	\$775
3 North Winooski Engagement Findings	1	2	2	5	\$775	\$0	\$775
4 North Winooski TDM Framework	4	12	16	32	\$4,700	\$0	\$4,700
5 Neighborhood TDM Toolkit	4	12	16	32	\$4,700	\$0	\$4,700
6 Final Neighborhood TDM Typology and Process Framework	2	8	16	26	\$3,610	\$0	\$3,610
TOTAL HOURS	14	40	58	112			
TOTAL LABOR COST	\$2,870	\$6,800	\$6,670		\$16,340	\$0	\$16,340
SUBCONSULTANT MARKUP					\$0		\$0
TOTAL COSTS							\$16,340
OPTIONAL TASKS							
Task Description							
O1 Site visit and community workshops	16	16	16	48	\$7,840	\$2,200	\$10,040
O2 Engagement stipends (gift certificates for participants)				0	\$0	\$500	\$500
TOTAL OPTIONAL TASK HOURS	16	16	16	48			
TOTAL OPTIONAL TASK COST	\$3,280	\$2,720	\$1,840		\$7,840	\$2,200	\$10,540
TOTAL LABOR COST	\$6,150	\$9,520	\$8,510		\$24,180	\$2,200	\$26,880
TOTAL COSTS							\$26,880

CITY OF BURLINGTON CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Nelson\Nygaard Consulting Associates, Inc. (“Consultant”), a Massachusetts corporation located at 77 Franklin Street, 10th Floor, Boston, Massachusetts, 02110, that is registered with the Secretary of State to do business in Vermont.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Consultant, and “Parties” means the City and Consultant.
- D. “Project”** means the Citywide Transportation Options Study
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** The City seeks to employ the Consultant to review existing Transportation Demand Management (TDM) programs and policies and provide recommendations for regulatory and non-regulatory models that may be adopted by the City.

3. EFFECTIVE DATE & TERM

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

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

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on December 31, 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachments A (Request for Proposals) and B (Consultant's Response to Request for Proposals) and C (Technical Proposal Revisions).

5. PAYMENT FOR SERVICES

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

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

- B. Payment Schedule.** The City shall pay the Consultant monthly based upon the hours worked. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$94,855. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

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

Meagan Tuttle, Director, Office of City Planning

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated October 13, 2022

Attachment B: Consultant's Response to Request for Proposals dated November 30, 2022

Attachment C: Technical Proposal Revisions dated 2/6/2023

Attachment D: Burlington Standard Contract Conditions for Consultants

Attachment E: Burlington Livable Wage Ordinance Certification

Attachment F: Burlington Outsourcing Ordinance Certification

Attachment G: Burlington Union Deterrence Ordinance Certification

Attachment H: Consultant's Certificate of Insurance

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

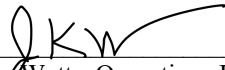
8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

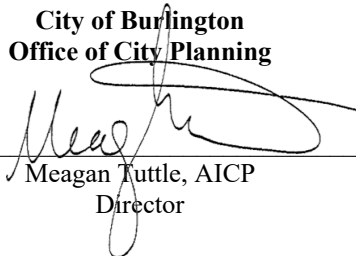
Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

Consultant
Nelson\Nygaard Consulting Associates Inc.

By: 
Jonathan Watts, Operations Director

Date: 4/10/2023

City of Burlington
Office of City Planning

By: 
Meagan Tuttle, AICP
Director

Date: 4/14/23

Attachment A:
Request for Proposals dated October 13, 2022

Request for Proposals (RFP) for Professional Services Citywide Transportation Options Study

The City of Burlington is seeking the services of a qualified professional or firm to complete a Citywide Transportation Options (Transportation Demand Management) Study.

Date of Issue: October 13, 2012

Proposal Deadline: November 30, 2022, 5:00 pm

Questions RE RFP Due: November 18, 5:00pm

Answers Posted: November 23, 2022

Questions & Submissions submitted to:

Charles Dillard, AICP
cdillard@burlingtonvt.gov
(802) 865-7194

Anticipated Budget: \$75,000.00, with potential for adjustment based on suggested scope of services

RFP & Answers Online at: <https://www.burlingtonvt.gov/RFP/citywide-transportation-options-study>

I. Background

The City of Burlington is Vermont's largest city, and an important regional economic center for northwestern Vermont and northern New York. Burlington is home to ~44,743 residents and ~10,000 commuters, as well as the University of Vermont and its affiliated academic medical center. Burlington serves as the urban core of Chittenden County VT with a population of ~168,323 and the Burlington-South Burlington Metropolitan Statistical Area with a population of ~221,160.

The Burlington City Council declared that a climate emergency exists which threatens Burlington's community and human health and safety, biodiversity, and common environment. Emissions in Vermont have risen since 1990, with the largest increases coming from the transportation sector, which also accounts for the largest share of greenhouse gas emissions in both the City and State. This climate emergency declaration calls for the reduction of vehicle miles travelled (VMT) through transportation demand management (TDM). The City additionally recognizes that TDM programs improve equity for the Burlington workforce by providing financial and other benefits for Burlington residents and workers who do not own automobiles – a population that is disproportionately low-income, Black, Indigenous, and people of color.

In 2020, the City revised minimum on-site parking standards in its zoning ordinance to implement a number of [policy best practices](#) to support housing creation and transportation options. These zoning changes created the Multimodal Mixed Use Parking district, requiring no minimum on-site parking and establishing lower maximum parking thresholds than other parking districts in the city. Additionally, the zoning changes established new TDM requirements for developments within this parking district and over a certain size; these strategies built on the city's existing requirements for [on-site bike parking](#) and for [parking management plans](#) by the major academic and medical institutions.

In 2022, the Burlington City Council is considering expanding upon these policies by eliminating minimum on-site parking requirements citywide, relying instead on its maximum parking limits, and

expanding TDM requirements to new developments of a certain size in all parking districts. Separately, the City is currently working with the Chittenden County Regional Planning Commission to complete a transportation impact fee study to update the city's existing impact fee system, including exploring the possibility of a multi-modal impact fee. The parking standard amendment to the Comprehensive Development Ordinance will be reviewed and adopted or rejected by late October, 2023.

Some of the largest institutions and employers in Burlington, such as the University of Vermont, have extensive TDM programs that include charging for parking and offering incentives to support other modes of transportation to and from those institutions. The [Chittenden Area Transportation Management Association \(CATMA\)](#) was created in 1992 to assist these agencies to share resources and jointly plan, develop and manage transportation systems and programs. CATMA has since evolved to serve as a non-profit, member-based transportation management association serving Chittenden County, VT. In 2014, the City commissioned a consultant with CATMA to study and propose a City Employee TDM Action Plan. This plan was released in October 2015 to reduce congestion, emissions, downtown parking demand, and encourage healthy choices by City staff through recommendations covering the short term (3 years or less) and long term (4 years or more), as well as ongoing capital and administrative improvements. Many strategies identified in this 2015 plan have not yet been implemented.

Through a collaboration between the City and the Burlington Business Association, further research and analysis was completed in 2017 to inform a pilot and intended implementation plan for a suite of TDM services for other downtown Burlington employers and employees. Many employers in Burlington have no TDM policies or strategies in place, and by implementing such policies and strategies, those employers could facilitate the use of more sustainable modes of transportation among those travelling to and from their physical location. This collaboration anticipated that a primary mechanism for developing and funding a downtown TDM program would have been through the creation of a Downtown Improvement District. The creation of a DID, however, was rejected by the Burlington voters in 2019.

The City is seeking the services of a qualified professional or firm to complete a Citywide Transportation Options Study. This study will review existing approaches and past successes and failures, including incomplete and yet-to-begin initiatives. The study will also review and recommend national and international best practices. The study's ultimate goal is to provide recommendations for both regulatory and non-regulatory models that may best fit Burlington's context.

II. Scope of Work, Responsibilities, and Project Timeline

The City of Burlington is seeking to hire a Consultant or Consultant Team to assist in the development of a Citywide Transportation Options Study and recommendations for approaches the City may take to successfully build on/iterate its TDM programs and efforts.

The City's Consultant will be working under the direction of the Office of City Planning (OCP), and in close coordination with the Department of Public Works (DPW), throughout the development of the project. It is anticipated that the City will manage public involvement associated with the development of and revisions to its Transportation Demand Management program with assistance from the City Consultant. The City will author any associated TDM ordinance and/or any required amendments to the *Comprehensive Development Ordinance* in order to implement recommendations of the City Consultant for final approval by the Burlington City Council.

The City Consultant will be responsible for completing the tasks as outlined below in the Scope of Work. The City Consultant is expected to collaborate with other relevant City departments in order to gather and synthesize relevant information regarding applicability and content of TDM strategies. The City Consultant will be expected to participate in public involvement associated with the development of the revised TDM program.

Scope of Work

A breakdown of tasks and responsibilities is anticipated to generally include the following. The City may negotiate additional services as needed or as identified in a Consultant's or team's proposal

- **Task 1: Analysis of Previous Plans and Studies**

The consultant, with assistance from City of Burlington staff, will conduct an analysis of previously completed, incomplete, and recently adopted TDM plans, studies, and policies to include, but not limited to, the following:

- [Transportation Demand Management Action Plan \(2015\)](#) and the steps and actions that would be needed to implement all the actions still unimplemented.
- Research & analysis completed in 2017 to inform above implementation plan of TDM services for downtown Burlington employers and employees, as well as any subsequent work done by the City and its partners (i.e., Burlington Business Association, CATMA) and the steps and actions needed to rapidly advance TDM services for these employers and employees.
- [planBTV: Walk/Bike \(2017\)](#)
- [VTrans Transportation Demand Management Guidance \(2017\)](#)
- [City of Burlington Comprehensive Development Ordinance – Article 8](#) and recent policy changes to implement standalone TDM best practices.

This analysis should include strengths and weaknesses of past approaches, and any insights gained into reasons for successes and lack of progress.

Task 1 Anticipated Deliverables:

- *TDM Plan and current approaches, Analysis, and Summary Presentation – a summary of findings to be presented to internal project team and relevant City boards/commissions.*

- **Task 2: Best Practices Analysis**

The consultant will identify and assess citywide and other best practices in TDM within other communities, nationally and abroad. The assessment will include both regulatory and non-regulatory measures applicable to employers, residential development, commercial development, and service providers. Best practices, including strategies and policies, related to the following topics should be addressed, in addition to others identified by the consultant:

- TDM program administration, including models offering flexibility and technical guidance to developers
- Qualitative and quantitative methods for measuring TDM program success
- Community engagement in the creation and implementation of TDM programs and strategies, including those that prioritize broadened participation.
- Transportation and mobility options for tenants of affordable housing
- Transportation and mobility options for both peak commuting time and non-peak employees
- Citywide and regional infrastructure (e.g. regional bicycle infrastructure coordination) and cost-reducing measures (e.g. transit fare reductions that can augment site-specific TDM).
- Public safety and health, including strategies that minimize cyclist and pedestrian fatalities, and improve health outcomes related to reductions in noise and air pollution and increases in active mobility.

Task 2 Deliverables:

- *Review of best practices, including any qualitative and quantitative measures of success. The review should identify those best practices that are most appropriate to Burlington's unique context and the extent to which they address the themes above in Task 2.*

- *A presentation of the review to internal project team and relevant City boards/commissions will follow its completion.*

- **Task 3: Regulatory & Non-Regulatory Recommendations**

Incorporating findings from Tasks 1-3, the consultant will identify strategies that the city can implement to reduce VMT in Burlington along with the steps and actions needed to implement them. In this task, the consultant should provide sufficient detail relating to the appropriateness to and applicability of each strategy in Burlington in order to guide City staff and elected official decision-making.

Additionally, the consultant will provide recommendations for potential charter changes including: (1) Options for regulatory mechanisms mandating TDM measures at existing employers, (2) Analysis of the resources and mechanisms required to enforce such a policy, and (3) The role that a public and/or private transportation management authority could play to support employers in achieving TDM goals and requirements. The consultant will produce an implementation matrix that identifies responsible parties and implementation timeframe for each recommendation.

Task 3 Deliverables:

- *Implementation matrix identifying responsible parties, associated costs, and timeframe for each implementation recommendation.*
- *Recommended TDM Strategies report, delivered in the form of a document outlining specific strategies and opportunities for the Plan.*
- *TDM Implementation Action plan*

- **Task 4: Engagement**

With assistance from City of Burlington staff, Burlington Business Association, CATMA, and others, the consultant will prepare a plan to engage the range of those impacted by current and future TDM strategies, including, but not limited to, the following:

- Developers
- Transportation Management Associations (TMA)
- Burlington employers
- Employees, including peak-hour and non-peak hour commuters
- Rental housing tenants (affordable and market rate), including those with experience as residents in buildings with implemented TDM
- People with disabilities
- Transit riders, cyclists, pedestrians and any advocacy groups related to each

Task 4 Deliverables:

- *Stakeholder Engagement Work Plan, including but not limited to a meeting/event schedule and subsequent agendas and meeting minutes.*
- *Public Comment Work Plan,*
- *Public & Stakeholder Engagement Report, which includes comments from public and stakeholders during engagement activities.*

III. Submission Requirements

Proposal Contents

Responses to this RFP must contain each of the following:

- **A cover letter expressing the firm's/professional's interest** in working with the City and identification of the principal individual(s) that will provide the requested services.

- **A Technical Proposal, up to a max. of 15 pages, consisting of:**
 - A description of the approach to be taken toward completion of the project, and any insights into the project gained as a result of developing the proposal.
 - A scope of work including any products or deliverables resulting from each task. The response should explicitly distinguish between areas where the firm will have lead responsibility and areas where the firm anticipates supporting City staff responsibilities.
 - An identified project manager and individuals that will be committed to this project and their professional qualifications. This should include the names and qualifications of any sub-consultants.
 - A summary of estimated labor hours that clearly identifies the project team members and the number of hours performed by task;
 - A description of relevant experience and identification of prior, successfully completed Transportation Demand Management or similar projects, including a brief project description and a contact. Proposals may include links to materials or samples that demonstrate the team's capabilities related to the scope of work in this RFP.
 - A proposed schedule that indicates project milestones and overall time for completion, including how soon the firm would be able to begin work if selected.
 - A minimum of three (3) professional references, including name, title, phone number, and email.
- **A Cost Proposal consisting of:**
 - A maximum not-to-exceed cost including an itemized schedule of all expenses, including both labor and direct expenses, by task. If the use of sub-consultants is proposed, a separate schedule of expenses must be provided for each sub-consultant.
 - Rates for additional professional services in the event that the City requests any additional services to supplement services requested in this RFP or to perform additional work resulting from the firm's recommendations in Tasks outlined above.

Submittal Deadline & Contact

All responses to this RFP **must be received by 5:00 pm on November 30, 2022** in order to be considered. Proposals must be submitted in digital format (PDF) via email to the contact listed on the first page of this RFP. Applicants will receive a confirmation email once the proposal has been received. Please ensure that the document is easily printable by use standard page formats of 8.5" x 11" and/or 11" x 17".

IV. Selection Process and Criteria

Selection Process and Schedule

Responses to this RFP will be reviewed and ranked by the City based on the weighted evaluation criteria below. The City may short-list the highest scoring responses. Proposers may be requested to furnish additional information during the selection process.

The City may schedule interviews with a firm or firms. Interviews will be up to one- and one-half hour sessions where firms will have an opportunity to discuss the firm's proposal and ask questions of the City. Any interviews will be ranked on the same weighted evaluation criteria above.

Upon review of proposals and any applicable interviews, the top-ranked firm will be submitted to the City's Chief Administrative Officer with all supporting documentation prior to commencement of any contract negotiations. The selected firm will be invited to engage with the City in negotiations leading to a final scope of work, budget, timeline, and related contractual obligations.

Prior to execution of a final contract, the City must receive approval for the agreed upon maximum limiting amount by the City's Board of Finance and/or City Council as applicable. No proposal will be considered accepted until all necessary City authorizations have been received and an agreement is executed by both parties.

Selection of the City Consultant is expected to be complete in December, 2022, with final contracting and project commencement anticipated by January, 2023.

Selection Criteria

In reviewing proposals and/or presentations during any interviews, the City will use the following:

Review Criteria	Weight	Max Points	Weighted Points
Overall quality of the Proposal	5	5	25
Qualifications/Expertise of Consultant/Team	4	5	20
Experience on similar projects	4	5	20
Ability to meet Project Schedule	3	5	15
Understanding of the Project	2	5	10
Proposal Cost	2	5	10
TOTAL			100

V. Exhibits

Contract documents for selected firm(s) will include this RFP, the firm's final proposal, and all standard exhibits, which should be reviewed prior to submitting a proposal. Sample contract documents can be found at: <https://www.burlingtonvt.gov/RFP/Documents>.

VI. Contracting

The Consultant, 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 Consultant Conditions (Exhibit B in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

VII. Agreement Requirements

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions and the Draft Standard Contract Agreement (see link in Item V above).

VIII. Limitations Of Liability

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

IX. Costs Associated with Proposal

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

X. Indemnification

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

XI. Rejection of Proposals

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

XII. Ownership of Documents

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

XIII. Duty to Inform City of Contract Document Errors

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

XIV. Public Records

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

XV. Public Health Emergencies

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. 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 as part of the contract. This plan will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see Draft Standard Contract, Sections 15 linked in Item V above);
- 2) A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract, Section 15); and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

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 Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.

Attachment B:
Consultant's Response to Request for Proposals dated November 30, 2022



CC Renee Greenlee - City of Burlington

CITY OF BURLINGTON

Citywide Transportation Options (Transportation Demand Management) Study

November 30, 2022



November 30, 2022

City of Burlington, Office of City Planning
City Hall, 1st Floor
149 Church Street
Burlington, VT 05401
Attn: Charles Dillard, AICP
cdillard@burlingtonvt.gov

RE: Citywide Transportation Options Study

Dear Charles Dillard,

On behalf of Nelson\Nygaard Consulting Associates, Inc., I am pleased to submit this proposal to the City of Burlington for a Citywide Transportation Options Study. We are excited about the possibility of working with the City and are committed to the project's success. We have considered the needs of the City of Burlington and have assembled a team that combines national transportation planning expertise with local knowledge to complete the study.

As leaders in Parking and Transportation Demand Management (TDM), we have deep, national experience developing innovative, implementable municipal TDM codes and ordinances that we will bring to Burlington and this project. Through our American Cities Climate Challenge assistance to the Natural Resources Defense Council (NRDC), Principal Tom Brown has led the design of development-code TDM ordinances that have been adopted in St. Paul, San Jose, and Austin, and a commuter benefits ordinance framework for the City of Atlanta. Project Manager Tien-Tien Chan was a key team member developing San Francisco's groundbreaking TDM Ordinance and carried that experience to create the TDM requirements for development projects in the City of Austin.

Our equitable and inclusive TDM approach recognizes that transformation occurs from the ground up and the voices of those historically marginalized are paramount to an inclusive future where everyone—regardless of skin color, economic status, or ability—can safely travel in our communities. We live by our goal to have more equitable and inclusive TDM practices, as articulated in this post (<https://nelsonnygaard.com/five-steps-toward-equitable-inclusive-tdm/>) and hold ourselves accountable to these goals with every project.

We hope you will recognize the strengths of our proposal, staff capabilities, and firm experience as indications of our capacity to carry out this project. We submit our proposal in accordance with the terms and conditions outlined in the Request for Proposal, and our offer will remain in effect for at least ninety (90) days from the date of submittal.

If we can provide any additional information about our firm or this proposal, please do not hesitate to contact Tien-Tien Chan at tchan@nelsonnygaard.com or 857-305-8000.

Sincerely,

Jennifer Wieland
Managing Director

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TECHNICAL PROPOSAL

Firm Qualifications and Experience

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit service planning to a full-service transportation planning firm with over 150 people in offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but doesn't dictate local solutions. Built on consensus and a multimodal approach, our plans are renowned as practical and implementable.

Transportation Demand Management Qualifications and Experience

Nelson\Nygaard knows how to get the most productivity out of a transportation system, moving more people in the same amount of space or within the same budget. For us, TDM goes beyond serving isolated performance indicators like reduced trips or parking demand; it is integral to how we approach city design, parking management, equitable mobility and access, and the allocation of transportation funding.

For more than 35 years, Nelson\Nygaard has actively studied, planned, and implemented TDM strategies for municipalities throughout the country. Nelson\Nygaard's senior staff have hands-on experience managing award-winning TDM programs and have planned, implemented, administered, and troubleshooted a wide variety of TDM programs including parking cash-out, car-sharing, housing subsidies, transit pass, and shuttle programs, along with more traditional tools.

Relevant Similar Experience

Nelson\Nygaard's experience conducting the services requested is demonstrated in the following comparable projects performed in the last five (5) years. These examples demonstrate Nelson\Nygaard's diversity of TDM project experience (from developer requirements to parking strategies) as well as geographic breadth (from Burlington to San Jose, CA). This depth of experience makes us uniquely qualified for this project.

University of Vermont Transportation and Parking Plan Burlington, VT

The University of Vermont (UVM) is a "Public Ivy" and top 100 research university located on a scenic campus overlooking Lake Champlain. Situated just a mile from downtown Burlington and the Downtown Transit Center, UVM has connections to shared-use paths and regional bicycle and pedestrian trails extending far into Burlington's residential and commercial neighborhoods. With on-campus parking facilities nearing capacity as new academic, athletic, and residential buildings replace surface lots, the University sought guidance on how to cost-effectively balance its transportation operations, investments, and revenue sources.

UVM hired Nelson\Nygaard to reinforce the already strong campus mobility program by outlining implementation measures to restructure parking pricing, better incentivize the University's TDM program and optimize its shuttle bus routing. Working with the University and local stakeholders, the firm assessed departmental operations and identified tangible ways to calibrate current programs and implement new technologies for enforcement, permit management, and event services. The University is also heavily

investing in creating an on-campus active transportation network that will further transform the campus into a human-scale environment. These efforts complement the University's commitment to reduce dependency on auto use and alleviate stress points and conflict areas for pedestrians and cyclists.

The final plan provides innovative mobility strategies such as embracing geofence-technology to control the speeds of shared vehicles on campus sidewalks and using new dispatching platforms to expand on-demand shuttle access. It also includes a financial blueprint for the Transportation and Parking Services Department to continue to provide the walkable, eco-friendly campus so admired by UVM affiliates and prospective students. A critical outcome of the study was highlighting the need for the department to be involved earlier and more directly with campus development/design plans, and for the cost of parking changes necessitated by those plans to be included in the funding of approved projects. Going further, the plan underscores the need to rethink how parking is priced if the vision for removing parking from the UVM campus core is to be realized without significantly increasing tuition or overwhelming capital plans with new parking replacement projects.

Project Contact: Abby Bleything, Sustainable Transportation Program Manager, 802-656-1009; abby.bleything@uvm.edu; Jim Barr, Director of Transportation (retired), Parking and Sustainable Transportation Services, 802-656-8784, Jim.Barr@uvm.edu

American Cities Climate Challenge: Transportation Demand Management Policy Development for Climate Challenge Cities Nationwide

To help cities scale up their urban solutions to address climate change, Bloomberg Philanthropies announced the American Cities Climate Challenge (ACCC). Led by the Natural Resources Defense Council (NRDC), the two-year acceleration effort supports cities toward their urban climate solutions with a focus on implementing building and transportation policies, designs, and codes by the end of 2020. As the ACCC's mobility advisor, Nelson\Nygaard provided technical support to 16 cities. The expert advice has covered a range of actions from congestion pricing and transitway design to mobility hub strategy, curb planning, and parking policies. Through the program, our rapid-pace TDM policy and program development has been used in four cities:

In Austin, Texas, Nelson\Nygaard drafted the city's first-ever developer TDM ordinance. Our assistance helped shape direction on parking code updates, development of a new TDM transit pass program, and development of the City's Parking and Curb Roadmap. To support City Council direction to the Austin Transportation Department, Nelson\Nygaard developed a comprehensive list of options, evaluated them against criteria, and drafted a Council report on how to use TDM measures to boost ridership.

To support the City of Atlanta, Nelson\Nygaard prepared recommendations for the development of a citywide TDM program including a unified zoning code program and commuter benefits ordinance. The recommendations were supported by a framework of the structural elements of effective programs and an implementation guide specific to the context of Atlanta including legislation and administrative recommendations for the City and its key partners.

In the Cities of Saint Paul and San Jose, Nelson\Nygaard drafted the City's TDM policies for local development including review of parking policies and related TDM programs. Visual "storyboard" materials were a key product that provided the cities with an approachable and relatable means for describing the benefits of complicated policies. Both cities have since fully eliminated minimum parking requirements citywide.

The New Transportation Demand Management: An Implementation Guide for City Officials was developed to support city leaders in advancing sustainable, safe, and equitable transportation in their communities. This guide summarizes lessons learned from Nelson\Nygaard's work with cities participating in ACCC, each of whom have developed and implemented TDM and parking policies that are setting a new standard for local climate leadership.

Project Contact: Zak Accuardi, Transportation Strategist, NRDC, 503-975-7778, zaccuardi@nrdc.org; Anthony Johnson, Senior City Planner, City of Saint Paul, 651-266-6620, Tony.Johnson@ci.stpaul.mn.us

Link to Report/Sample: <https://www.stpaul.gov/sites/default/files/2021-04/Saint-Paul-Parking-Study-Presentation.pdf>; <https://nelsonnygaard.com/the-new-tdm-guide/>

Lexington Townwide TDM Policy Update

Lexington, MA

The Town of Lexington, along with its neighbors Bedford and Burlington, received an Efficiency and Regionalization Grant from the Commonwealth of Massachusetts and tasked Nelson\Nygaard with refreshing its TDM Policy to realign incentives towards more impactful TDM measures and simpler administrative processes during approval and monitoring stages. The effort required a thoughtful examination of Lexington's policy, land use, and zoning context, the multimodal transportation network, and the constellation of public and private transportation services. In combination with a new TDM Policy in Bedford, common approaches would provide regional consistency in development expectations.

Nelson\Nygaard's approach to the rewriting Lexington's TDM Policy was to quickly get to the heart of the matter—what measures are most impactful in the Lexington context and how can we encourage development projects to select these strategies in their plan submissions? Nelson\Nygaard developed a menu of TDM measures with varied point totals reflecting the level of investment and influence on mode choice. Developments would have to reach a point threshold to gain approval; the point target was set by the size and the land use category of the project. Importantly, renovations and changes of uses were now subject to requirements. The rewrite aimed to establish a more transparent TDM regulatory framework to enable Lexington to grow and economically prosper without adversely affecting traffic congestion.

Project Contact: Sheila Page, Assistant Planning Director, 781-698-4563, spage@lexingtonma.gov

Somerville Parking & Curb Policy

Somerville, MA

Located outside of Boston, Somerville is one of the nation's densest municipalities. The City increasingly plays a central role in the economic strength of the Boston metropolitan area and has received national recognition as a model for municipal innovation and progressive planning. With the imminent arrival of a new rapid transit line, the Green Line Extension, the City sought to update residential and commercial parking policies to reflect the new mobility ecosystem.

Nelson\Nygaard worked with the City to conduct a full inventory and analysis of curbside regulations and demands using the Coord curb data collection platform. Nelson\Nygaard led field data collection of 200 miles of curb to assemble an inventory of signage and street features on every block in the city, thereby creating a full inventory of curb regulations. Nelson\Nygaard also collected parking occupancy counts in key locations throughout the city to understand the demand for both residential and commercial parking.

As a second phase of this work, Nelson\Nygaard led a Parking and Curb Policy Study to develop short- and long-term strategies to improve parking management, reduce parking demand generated by new development, prioritize curb space for non-parking uses, and reimagine the resident permit parking system. This Study included a robust public engagement effort to vet proposed strategies. Key recommendations emerging from this effort include improved curb enforcement protocols and technology investments, new pricing and limits on parking permits, and investments in transportation demand management and multimodal infrastructure to offset and reduce parking impacts.

Project Contact: Justin Schreiber, Transportation Planner, City of Somerville, 617-625-6600 x2508, jschreiber@somervillema.gov

Link to Report/Sample: <https://voice.somervillema.gov/13396/widgets/40230/documents/35795>

I-195 District Parking Study

I-195 Redevelopment District, Providence, RI

The I-195 Redevelopment District oversees the sale and redevelopment of 19 acres of land located in downtown Providence that was freed for development by the removal of an elevated portion of Interstate 195. This land represents a massive opportunity to reinvest in Downtown Providence, create jobs, and improve the daily lives of residents, employees, and visitors in the area. In the interest of developing a successful and vibrant public realm, the District contracted Nelson\Nygaard to conduct a parking study and recommend an approach to parking management in the area.

Nelson\Nygaard conducted a full inventory of on-street and off-street parking resources in the area and documented the utilization of these resources through a combination of aerial imagery and on-the-ground data collection. This data will allow District decision-makers to better understand the performance of existing parking resources and determine a right-sized parking supply for the future that can encourage multimodal transportation and walkability.

The Nelson\Nygaard team also identified challenges and opportunities related to curbside management including those related to curb use prioritization, multimodal transportation, safety for vulnerable road users including pedestrians and cyclists, operational issues posed by loading vehicles, and issues related to signage, wayfinding, and street operations.

Project Contact: Caroline Skuncik, Executive Director, I-195 Redevelopment District, 401-278-9100 x234, cskuncik@195district.com

Link to Report/Sample:

https://www.195district.com/_files/public/Documents/Agendas/2022/7.20.22/I195_EastSide_ParkingStudy_Final_Report_v3.pdf

Key Staff and Summary of Labor Hours

Our team is led by staff with hands-on municipal TDM implementation experience, steeped in international TDM best practices research, tempered by local knowledge and experience. Our team has worked locally with the University of Vermont to prepare their 10-Year Transportation and Parking Plan. This document guided UVM's commitments in the 2020-2025 Joint Institutional Parking Management Plan. It also sets the stage for UVM and the UVM Medical Center to reduce emissions and drive-alone rates over time. Furthermore, our team includes former and current Burlington residents who are deeply and personally invested in Burlington's climate and mobility future.

Key Staff, Title, Project Role	Task 0	Task 1	Task 2	Task 3	Task 4
Tien-Tien Chan, Principal, Project Manager	24	14	14	20	14
Jason Novsam, Senior Associate, Deputy Project Manager	24	24	24	36	30
Thomas Brown, Principal, Principal-In-Charge	4	4	4	6	2
Bethany Whitaker, Senior Principal, Advisor	0	2	0	4	2
Kelsey Tustin, Associate, Project Planner	16	42	32	60	40

References

1. **Name:** Annick Beaudet, City of Austin
Title: Mobility Officer
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2. **Name:** Zak Accuardi, NRDC
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3. **Name:** Jim Barr, UVM
Title: Director of Transportation (retired)
Phone: 802-656-8784
Email: Jim.Barr@uvm.edu
4. **Name:** Caroline Skuncik, I-195 Redevelopment District
Title: Executive Director
Phone: 401-278-9100 x234
Email: cskuncik@195district.com

Project Understanding

Burlington is a dynamic, fast-growing city well positioned to respond to the challenges posed by climate change. The City of Burlington declared a climate emergency in 2019, responding with a series of plans and initiatives (Net Zero Energy Roadmap(2019), Climate Action Plan(2020), and planBTV Walk/Bike) that collectively highlight the importance of reducing vehicle emissions and the need for an integrated mobility plan. These initiatives and a wealth of completed plans and established policies provide a strong core for Burlington's TDM approach, while the proposed study will create an opportunity to seek innovative implementation solutions to expand upon TDM achievements, and to solve key roadblocks that have been encountered with other efforts.

The City of Burlington has struggled over the past few years with a stalled CityPlace project. However, new opportunities are emerging as the City commences work on an updated CityPlace project and begins development of a new high school. In addition, Burlington's implementation of the Multimodal Mixed-Use District in 2020 - an update to the Comprehensive Development Ordinance that includes several key Parking and TDM best practices - provides a foundation that our team will seek to improve and expand. We understand the desire to extend the parking and TDM requirements in this district to other areas of the city by late 2023 and will ensure that the Transportation Options Study provides a clear roadmap for policy expansion and successful engagement with the community.

The desire to advance the promises and initiatives in previous TDM plans, particularly those focused on employer and City of Burlington employee TDM programming, is another key opportunity for this study. Our team will assess progress toward implementation for the City Employee TDM Action Plan (2015) and additional employer-focused analysis conducted in partnership with the Burlington Business Association and CATMA in 2017. We believe that implementation of the good ideas in these analyses is key to meeting longer-term TDM goals.

Successful change requires meaningful community outreach that reveals key stakeholder needs and concerns. Buy-in from developers, employers, and residents will be key to long-term implementation success. We live by our goal to have more equitable and inclusive TDM practices, as articulated in [this post](#) and hold ourselves accountable to ensuring effective community outreach and engagement with every project. Recognizing the City's equally strong commitment to equitable engagement, we look forward to collaborating with the City and use the Diversity & Equity Strategic Plan and Racial Equity Strategic Roadmap to frame our engagement.

Our team is committed to supporting a process led by City of Burlington staff to engage these key groups. We recognize that, while Burlington is poised to leap forward on expanding mode shift-progress and reducing emissions, most residents and businesses remain car-reliant today. We understand the need to ask tough questions and assess tradeoffs through engaged discussions with these stakeholders, and to clearly address their barriers to better mobility options, if the Transportation Options Study is to foster change and advance TDM goals to the benefit of the whole community. Our team will work with you and the rest of the Burlington community to create a plan to support your TDM goals.

Project Approach

Nelson\Nygaard's approach to the Burlington Citywide Transportation Options Study emphasizes close collaboration between our team and City of Burlington staff in the Office of City Planning and the Department of Public Works. Your staff have the history, local knowledge, and expertise to lay the foundation for a successful plan. We view our role as technical experts and champions who can grow, evolve, and expand the initiatives pioneered by City staff through innovative best practices, expertise in TDM policy and development code, and a commitment to realizing change toward a goal of a more sustainable and equitable Burlington. Rather than flipping the script on TDM in Burlington, our intention is to push toward implementation of programs and initiatives already identified and vetted by the community in previous efforts and focus on expanding what already works including the parking and TDM requirements for Burlington's Multimodal Mixed Use District.

We will approach each task in the scope of work outlined by the City as collaborators focused on implementation. Our goals and values align with yours—our approach will reflect a shared desire to deliver a high quality Citywide Transportation Options Study that meets community needs, makes Burlington more sustainable and vibrant, and enables Burlington's residents and commuters to benefit from a variety of safe and accessible transportation modes.

Scope of Work

The following scope of work responds directly to the tasks outlined in the RFP. It also includes supplemental tasks or subtasks which we believe enhance the overall vision for the project and support Burlington's key objectives. We have also prepared a series of optional tasks to provide you with flexibility and added value depending on your available budget and interest in pursuing supplemental objectives.

Task 0 Project Management

Our team's approach to project management is highly collaborative. We believe that maintaining regular and effective communication across the core project team will ensure that the Citywide Transportation Options Study meets your objectives.

0.1 Kickoff Meeting

Nelson\Nygaard will conduct an "all hands on deck meeting" to kick off the Citywide Transportation Options Study. With the City of Burlington project management team, we will use this meeting to confirm communication protocols, project approach and schedule, key stakeholders and messaging, project goals and objectives, data needs, and expectations for the final product. We will also discuss potential concerns, risks, and roadblocks, and how we can prepare for them. The kickoff meeting may be held virtually or in-person depending on the project team preferences and alignment with a planned site visit. Nelson\Nygaard assumes the City of Burlington will identify the right meeting participants, schedule the meeting, and handle in-person meeting logistics.

0.2 Biweekly Meetings and Coordination

The Nelson\Nygaard team will establish biweekly, virtual coordination meetings with City of Burlington staff to ensure deliverables remain on track for the duration of the contract.

Meetings

- Kickoff Meeting
- Biweekly coordination meetings

Task 1 Analysis of Previous Plans and Studies

A comprehensive review of how existing plans and policies frame and advance TDM in the region will ground our understanding of challenges and opportunities and provide a foundation for future recommendations. Our team will focus on assessing implementation and impact of previous plans and policies—what is or is not working and what still needs to be implemented and tested. We will help Burlington build from prior successes and make smart tweaks to TDM policies currently or soon to be implemented, all with the intention of further advancing Burlington's mobility and sustainability goals. This approach will maximize the City and its partners' ability to move quickly to address the climate emergency and capitalize on this opportunity.

Our team will summarize key findings including strengths and weaknesses of existing policy, progress toward implementation of previous plans, and key gaps in existing TDM policy in a TDM Plan and Current Approaches, Analysis, and Summary Presentation to be presented to the project team, core stakeholders, and/or any relevant City boards or commissions. These key findings will draw from interviews with staff and stakeholders as well as our implementation expertise.

The list of plans and policies to review will be comprehensive and confirmed at the kickoff meeting in close coordination with the core project team. At a minimum it will include:

- The 2015 City Employee Transportation Demand Management Action Plan
- The 2017 analysis completed by the City of Burlington and partners at CATMA and the Burlington Business Association to address TDM and mobility opportunities for downtown employers and employees
- PlanBTV: Walk/Bike (2017)
- The VTrans Transportation Demand Management Guidance (2017)
- The City of Burlington Comprehensive Development Ordinance—Article 8 and associated policy changes and guidance, with an eye on understanding how the parking and TDM requirements for the Multimodal Mixed-Use District can be refined and expanded to other areas of the region
- Any relevant and/or prominent development proposals that could or should be impacted by TDM and parking policies
- A geospatial overview of existing non-automobile transportation infrastructure and services including public transportation and active transportation/micromobility to understand how infrastructure gaps may impact TDM policy success

Deliverables

- TDM Plan and Current Approaches, Analysis, and Summary Presentation
- TDM Plan and current approaches, Analysis, and Summary Presentation – a summary of findings to be presented to internal project team and relevant City boards/commissions

Optional Task 1A Parking and Curb Management and Demand Analysis

Parking and curb management is intrinsically linked to transportation demand management. Smart parking management can create an adequate supply of spaces for critical parking and loading needs while ensuring that non-vehicular users are safe and comfortable on Burlington's streets. Ensuring that public and private parking resources are adequately managed, enforced, priced, and not oversupplied will prevent vehicular travel from being unfairly subsidized in comparison with other modes and enhance the effectiveness of any and all TDM policies which may emerge as recommendations from this study.

As an optional task, our team will assess the performance of Burlington's public and private parking resources in the downtown area with an eye toward understanding how these resources contribute to or inhibit the goals of a broader TDM program. We recommend that this task be conducted in Spring 2023.

This assessment will be conducted via the following subtasks.

1A.1 Review City of Burlington's Parking Management and Operations

Our team will review the City of Burlington's management of public parking resources including on- and off-street parking, to understand how management practices support broader TDM goals. This review will include an assessment of the following:

- Parking payment platforms and pricing
- Resident parking programs
- Parking enforcement and citation practices
- Small business employee parking programs
- Curbside regulations including loading zones
- Any other parking permit or management programs

1A.2 Downtown Parking Utilization Study

Understanding peak parking utilization in Burlington's Downtown core area will help inform decision-makers regarding the overall demand and need for parking. If parking resources are underutilized, it may indicate an opportunity to minimize further investments in new parking facilities and divert those resources to other modes or TDM programs. In contrast, if parking facilities are overutilized it may indicate a need to supplement with other modes or consider changes to parking management practices. Our team will:

- Review the existing public and private parking inventory in Downtown Burlington to the extent that data exists. We will also use current aerial imagery to identify additional parking resources to the extent possible. Comprehensive field data collection will not be undertaken. This inventory will include the capacity, management, and pricing of facilities to the extent possible, building from the data provided in this map: <https://parkburlingtonmap.app/>
- Collect peak period utilization data to understand the impact of commuters on parking utilization. Peak utilization data would be gathered using current aerial imagery and outreach to property owners and/or parking facility operators. If budget allows, in-the-field on-street parking utilization counts could be conducted but would not be mandatory to develop a utilization analysis.

Deliverables

- [Parking and Curb Management and Demand Analysis Presentation \(incorporated into the TDM Plan and Current Approaches Presentation\)](#)
- [A GIS Dataset of downtown parking inventory/utilization](#)

Task 2 Best Practices Analysis

Our team has firsthand experience with TDM implementation in other municipalities as well as an extensive research practice that will allow us to draw from a deep understanding of best practices in TDM across the nation and abroad. In Task 2 we will develop a curated selection of the best practices that we believe could be most impactful in Burlington. We will assess each best practice to understand feasibility, how each practice would interact with existing policies, and the alignment between the practice and the stated goals of the Citywide Transportation Options Study. Our goal with this task is to assess what policies can be successful in Burlington, drawing on success stories of innovative thinking in other municipalities, while paying close attention to local feasibility and implementation needs. We will compile a Review of Best Practices and will present key findings from this Review to the core project team and any relevant City Boards or commissions.

Our best practices review will respond to the opportunities and challenges identified during Task 1, with potential to include, at a minimum, strategies and policies related to the following:

- **TDM program administration** including models offering flexibility and technical guidance to developers. This could include TDM points systems such as those deployed by the City of Boston that require developers to satisfy a certain number of points of TDM investment based on their project

parameters. Project manager Tien-Tien Chan will also draw from her experience managing the TDM program for the City of Austin.

- **Qualitative and quantitative methods for measuring TDM program success** such as those laid out in the City of Cambridge's Parking and Transportation Demand Management Ordinance, which has rigorous requirements for parking and mode share data reporting by developers and property managers that support City decision-making.
- **Community engagement in the creation and implementation of TDM programs and strategies including those that prioritize broadened participation.** Our work with the Oregon Department of Transportation and the Portland Metro Regional Travel Options Program provides us with an understanding of the complexity of implementing a regional TDM program including setting regional priorities and setting up a supportive environment to ensure partners have the resources and guidance needed to implement programs successfully.
- **Transportation and mobility options for tenants of affordable housing.** This could include discounted memberships in bike and micromobility sharing programs and subsidized transit passes for affordable housing. Universal basic mobility/mobility wallets have also been piloted in many cities with promising results.
- **Transportation and mobility options for both peak commuting time and non-peak employees.** Nelson\Nygaard has worked with clients to develop TDM programs for both types of commuters. Peak period commuters can benefit from a variety of programs including public transportation subsidies and active transportation incentives and communications programs. Off-peak commuters must be addressed with a tailored approach that can include more innovative programs such as guaranteed-ride-home programs or subsidized ride-hail trips for those who can take public transportation for only one direction of their trip due to peak-oriented public transit schedules.
- **Policies which enhance citywide and regional non-auto infrastructure** including cost-reducing or funding measures. This could include implementation of parking benefit districts where parking revenues are earmarked for local investment in non-auto infrastructure or TDM incentives. Examples include the West Campus Parking Benefit District in Austin and the Short North District in Columbus.
- **Public safety and health** including strategies that minimize cyclist and pedestrian fatalities and improve health outcomes related to reductions in noise and air pollution and increases in active mobility. This could include a review of key pedestrian and cycling infrastructure performance metrics such as Bicycle Level of Traffic Stress (LTS). Developers in Boston must ensure that their projects meet a minimum standard of Bicycle LTS in order to ensure safe and comfortable passage for cyclists and incentivize mode shift.
- **Parking management policies** that maximize the efficient use of available spaces, avoid oversupply, and avoid subsidizing driving and parking. Examples include parking permit programs for residents and employees in cities like Toronto. Other examples include the elimination of parking requirements citywide in San Francisco.

Deliverables

- Review of Best Practices including qualitative and quantitative measures of success
- One (1) Presentation of the review to internal project team and relevant city boards/commissions, in person attendance may be possible if aligned with a site visit

Task 3 Regulatory and Non-Regulatory Recommendations

3.1 Recommendations Development

Based on lessons learned from Tasks 1, 2, and 4, we will define TDM strategies for four (4) interrelated tracks that will reduce VMT and help Burlington meet the other goals defined for the Citywide Transportation Options Study. These include:

TDM Requirements through New Development: What are the different ways TDM can be integrated into the development process? What are the different triggers (e.g., geography and/or square footage or number of units)? How should requirements apply to different types of development and land-uses? How can we build on the requirements already in place in Burlington's Multimodal Mixed-Use District?

We will build off experience to define a Menu of Options that communicates all possible TDM measures that may be implemented to meet development requirements including suitability by land use designation, rationale, and mode shift potential and instruction for pre-occupancy and ongoing compliance. The Menu of Options will be supported by applicability criteria to determine the scale and type of projects that should be subjected to the new requirements and levels of implementation that are appropriate for various intensities of development.

Employer-Provided TDM: What ways can the City and its partners at CATMA and the Burlington Business Bureau incentivize or require TDM plans and programs at large employers? How would we define "large?" Which measures will best address congestion from commuter trips and support the needs of local employers?

From our work around the country, we know that employer-led TDM programs can be very effective—especially with the right combination of 'carrots and sticks.' One important benefit of this approach is it gives the City leverage to implement TDM through existing development not just new development. We'll explore the potential benefit of requiring employer-led programs and create a Menu of Options that is most appropriate to the employer profiles in Burlington, building from our work with UVM to understand the specific needs of local major employers.

Municipal TDM: New developments and large employers capture only a portion of the City's daily travel. What City-led policies and programs can be implemented that support existing residents and small businesses? What are the most effective strategies for the City from a programmatic standpoint? How can we leverage existing brands and programs as well as the deployment of micromobility services? How can we plan for mobility hubs that allow for seamless transfer between modes? How can we empower and fund existing community-based organizations to lead programmatic TDM work?

City Employee TDM: It is important for City employees to also "walk the walk" if we are to have buy-in for future TDM policies and programs from businesses, developers, and residents. We will build from Burlington's 2015 City Employee TDM Action Plan and from other municipal commute program best practices to develop tailored recommendations specific to the commuting needs of City employees.

3.2 Prepare TDM Plan Deliverables

The final stage of our work will be the preparation of a set of highly graphical, digestible, and easily sharable documents to summarize key findings and recommendations from our study, emphasizing implementation and immediate next steps.

TDM Implementation Matrix

The TDM Implementation Matrix will provide an easy-to-use, accessible roadmap to implement key TDM strategies identified over the course of this study. The Implementation Matrix will prioritize strategies by their value, provide a timeline for implementation of each strategy, identify lead and supporting parties, estimate costs, and evaluate strategy alignment with key project objectives.

Recommended TDM Strategies Report

The TDM Implementation Matrix will be accompanied by a Recommended TDM Strategies Report. This report will provide detailed descriptions of each recommended strategy as well as supplemental materials supporting implementation including specific action steps to implement each strategy. Additional information could include case studies, technical information, templates for analytical processes, and more.

TDM Implementation Action Plan

The final TDM Implementation Action Plan will incorporate content from all prior materials to assemble a master document that summarizes the project process, key findings, and recommendations. This final plan will be intended for City staff, stakeholders, and public audiences. The Implementation Action Plan will include the refined TDM Strategies Report, Implementation Matrix, and an executive summary of key findings, best practices, and engagement from other project deliverables

TDM Action Plan Presentation

The team will present the TDM Plan to stakeholders using a highly-graphical presentation that summarizes the recommendations for TDM programs, policies, financing, and implementation plan. The goal of this presentation will be to share the draft and solicit final input from the community. The team will provide the draft plan subsequent to the presentation and allow two (2) weeks for any final community comments before preparation of the final plan.

Deliverables

- TDM Implementation Matrix identifying responsible parties, associated costs, and timeline for each implementation recommendation
- Recommended TDM Strategies report, delivered in the form of a document outlining specific strategies and opportunities for the Plan
- TDM Implementation Action Plan providing clear and immediate next steps to achieve implementation

Task 4 Engagement

A visible, inviting, and comprehensive stakeholder and public outreach process that grounds the Citywide Transportation Options Study in what matters most to the people and businesses of Burlington is critical to success. A successful TDM planning process will require strong partnerships, input from key stakeholders, and carefully crafted communications and education along the way. It also means reaching groups traditionally overlooked in these planning processes. This will mean a collaborative effort with the City that:

- Incorporates insights from the City's Diversity & Equity Strategic Plan and Racial Equity Strategic Roadmap into our stakeholder engagement work plan
- Provides opportunities for collaboration with the Racial Equity, Inclusion, and Belonging Office and/or Committee (e.g., through participation in the working group)
- Works closely with the Community & Economic Development Office (CEDO) and leans on their strong relationships with the community

Nelson\Nygaard brings a depth of experience translating technical work to a non-technical audience and creating more equitable planning practices—we will leverage our experience to support the City of Burlington team in devising and executing a public engagement process that meets your goals. We also are experienced in virtual engagement tools like Miro Board, Mentimeter, and SurveyMonkey and can support creative online engagement strategies. We assume the City will lead engagement with Nelson\Nygaard providing technical support.

4.1 Working Group

We recommend creation of a Working Group comprised of an extended group of staff and stakeholders from the City of Burlington and key partners that may have an implementation role in recommendations coming out of the Study. This group understands the ins and outs of the City, has a strong eye on equitable transportation, and will be critical to identify opportunities and roadblocks early in the project, grounding our analysis and recommendations in implementation reality. Nelson\Nygaard will coordinate closely with the City of Burlington to identify and confirm the members of the Working Group.

Up to three (3) Working Group meetings may also be scheduled to review specific deliverables, key concepts and findings, and recommendations. The first meeting will cover the findings from the Analysis of Previous Plans and Studies; the second will cover best practices identified as part of Task 2; the third will cover the TDM recommendations. We assume Nelson\Nygaard will lead these efforts.

4.2 Stakeholder Engagement Work Plan

Shortly after project kickoff and identification of the working group members, we will work closely with the City to co-develop an engagement plan for review and input by both our team and the working group. This will include a clear delineation of roles and responsibilities between the City and our team, particularly around stakeholder communications and messaging, and the use of virtual, in-person, or hybrid events. We envision strategic stakeholder outreach through each of the four phases described in this scope of work. Our recommended engagements will likely include:

Stakeholder Interviews

Nelson\Nygaard recommends the City host small group interviews to collect feedback from local stakeholders to learn about their experiences related to the current parking and TDM requirements, perspectives on parking and TDM more generally, and the broader mobility needs of residents and commuters. We will work with the City's project team to identify interviewees that represent Burlington and collaborate on writing guiding questions to structure the interviews. We anticipate that stakeholders will generally fall into the categories below.

1. City staff and partners beyond those that are part of the core project team including partners at CATMA
2. Developers
3. Businesses and their employees, and the Burlington Business Association
4. Large employers and their employees including peak hour and non-peak hour commuters
5. Residents and neighborhood associations including:
 - a. Rental housing tenants, particularly affordable housing
 - b. People with disabilities
6. Transit users, cyclists, and related advocacy groups

Nelson\Nygaard will plan to virtually attend up to four (4) small group interviews. In person attendance may be possible if aligned with a site visit.

Workshop

A TDM study such as this one offers a unique opportunity to increase stakeholders' influence on outcomes. Nelson\Nygaard will participate in and/or assist with preparation for one (1) workshop to understand the experiences and concerns from a range of users and present existing conditions, findings, and preliminary TDM strategies. The workshop will provide a variety of groups with the opportunity to share their views in a public forum.

The workshop could be held virtually or in person, at the City's discretion. The role of the consultant team in preparing for and facilitating these meetings would be determined as part of the Stakeholder Engagement Plan.

4.3 Public Comment Work Plan

Nelson\Nygaard will co-develop a Public Comment Work Plan with the City of Burlington and its partners to define roles for documenting, analyzing, and assessing public and stakeholder feedback.

4.3 Public and Stakeholder Engagement Report

Nelson\Nygaard will summarize feedback received throughout the engagement process in a Public and Stakeholder Engagement Report to be included as part of the final TDM Action Plan.

Deliverables

- Up to three (3) working group virtual check-ins
- Stakeholder Engagement Work Plan including but not limited to a meeting/event schedule and subsequent agendas and meeting minutes
- Public Comment Work Plan
- Public and Stakeholder Engagement Report which includes comments from public and stakeholders during engagement activities

Proposed Schedule

Our proposed schedule anticipates this work would be completed within ten months of project initiation. The proposed schedule presented here includes project milestones and overall schedule for completion of each task listed in our scope of work with anticipated work to begin January 2023.

	2023																																													
	January					February				March				April				May				June				July				August				September				October								
Task Description	1	8	15	22	29	5	12	19	26	5	12	19	26	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15	22	29			
0 Project Management			M																																											
1 Analysis of Previous Plans and Studies													M D																																	
1A Parking and Curb Management and Demand Analysis (Optional)																																														
2 Best Practices Analysis																							M D																							
3 Regulatory and Non-Regulatory Recommendations																																														
4 Engagement			M						D				M																																	

M = Meeting
D = Deliverable

COST PROPOSAL

The total not-to-exceed cost for this project is \$74,900. Our proposed cost includes an itemized schedule of expenses and labor expenses by task and staff. Additional optional task is also provided for \$19,955 for a total not-to-exceed cost of \$94,855.

	Nelson\Nygaard Labor Costs						Total Labor Hours	Total Labor Costs	Total Travel Expenses	Total Misc. Expenses	Total Direct Expenses	Total Costs
	Tien-Tien Chan Principal 1	Jason Novsam Senior Associate	Thomas Brown Principal 1	Bethany Whitaker Senior Principal	Kelsey Tustin Associate 1	Kevin Ottem Assistant Manager						
Flat Rate	205.00	170.00	205.00	255.00	115.00	170.00						
Total Billing Rate	\$205.00	\$170.00	\$205.00	\$255.00	\$115.00	\$170.00						
Task Description												
PROJECT MANAGEMENT	24	24	4		16		68	\$11,660			\$0	\$11,660
QUALITY ASSURANCE / QUALITY CONTROL							0	\$0			\$0	\$0
1 Analysis of Previous Plans and Studies	14	24	4	2	42		86	\$13,110	\$1,550	\$0	\$1,550	\$14,660
2 Best Practices Analysis	14	24	4		32		74	\$11,450	\$0	\$0	\$0	\$11,450
3 Regulatory and Non-Regulatory Recommendations	20	36	6	4	60	16	142	\$22,090	\$0	\$0	\$0	\$22,090
4 Engagement	14	30	2	2	40		88	\$13,490	\$1,550	\$0	\$1,550	\$15,040
TOTAL HOURS	86	138	20	8	190	16	458					
TOTAL LABOR COST	\$17,630	\$23,460	\$4,100	\$2,040	\$21,850	\$2,720		\$71,800	\$3,100	\$0	\$3,100	\$74,900
SUBCONSULTANT MARKUP								\$0				\$0
TOTAL COSTS												\$74,900
OPTIONAL TASKS												
Task Description												
1A Parking and Curb Management and Demand Analysis	15	42	6		74		137	\$19,955			\$0	\$19,955
TOTAL OPTIONAL TASK HOURS	15	42	6	0	74	0	137					
TOTAL OPTIONAL TASK COST	\$3,075	\$7,140	\$1,230	\$0	\$8,510	\$0		\$19,955	\$0	\$0	\$0	\$19,955
TOTAL LABOR COST	\$20,705	\$30,600	\$5,330	\$2,040	\$30,360	\$2,720		\$91,755	\$3,100	\$0	\$3,100	\$94,855
TOTAL COSTS												\$94,855

Key Staff Hourly Rates

The following table provides key staff hourly rates for supplement services.

Key Staff	Hourly Rate	Key Staff	Hourly Rate	Key Staff	Hourly Rate
Tien-Tien Chan	\$205	Tom Brown	\$205	Kelsey Tustin	\$115
Jason Novsam	\$170	Bethany Whitaker	\$255	Kevin Ottem	\$170

APPENDIX

Complete Resumes

Tien-Tien (“Tim-Tim”) Chan, Principal | Project Manager



Tien-Tien has 14 years of public- and private-sector experience in the transportation field. She specializes in transportation demand management, parking, and all things multimodal. Her perspective is informed by working in local government, at a transit agency, and in private consulting. Prior to joining Nelson\Nygaard, she was a project manager at the MBTA Customer Technology Department, helping to apply modern principles of research, design, and technology to the T. While living in Texas, Tien-Tien served as the TDM Program Manager for the City of Austin, where she built the City’s first TDM program from the ground up. The program focused strongly on collaborative policy making (from land development code overhaul to special events ordinances) and programmatic solutions (from neighborhood-focused behavior change programs to region-wide emergency ride home). She started her transportation journey in consulting in San Francisco, where she co-authored CAPCOA’s Quantifying Greenhouse Gas Mitigation Measures (a foundational report assessing the quantitative benefits of TDM strategies). In her spare time, Tien-Tien serves as co-chair of the Transportation Research Board’s committee on TDM and bikes around Boston with her daughter.

Education

M.S., Management Science and Engineering– Energy and Environmental Policy (emphasis on Transportation),
Stanford University, Stanford, CA

B.S., Applied Mathematics, University of California Los Angeles, Los Angeles, CA

Project Experience

- **The New TDM: An Implementation Guide for City Officials, NRDC (Nationwide) 2022.** Tien-Tien served as a technical advisor for this Implementation Guide intended to help local leaders understand the state of TDM practice, work with their communities and local stakeholders to identify the TDM measures that might help advance shared goals, and then implement those measures effectively.
- **Shuttle Planning & TDM Study, Real Estate Developer (confidential client) 2022–Ongoing.** Tien-Tien is serving as a technical advisor for the shuttle and TDM planning for a real estate client with campuses across the Boston region. This effort includes shuttle route planning, hiring of a shuttle service provider, and creation of a robust TDM program.
- **Lexington Hartwell-Bedford Corridor Plan TMOD District Update (Lexington, MA) 2021–Ongoing.** Tien-Tien is serving as the technical advisor to think creatively about parking and transportation demand management policies and strategies to inform updates to zoning code, developer requirements, and district plans.
- **Worcester Master Plan, City of Worcester (Worcester, MA) 2022–Ongoing.** Tien-Tien is the project manager for the transportation chapter of the master plan, last updated in 1987. This chapter will knit together past, present, and future initiatives covering the entire city, from downtown to its dozens of neighborhoods. It will provide a coordinated roadmap for the future development and evolution of the city, and will establish a framework for more detailed studies down the road.

Jason Novsam, Senior Associate | Deputy Project Manager



Jason believes that streets are for everyone. He delivers street designs and policy frameworks that align with municipal goals and ensure that all community members are served by a safe and effective transportation system. Jason's expertise in curbside management, parking, transportation demand management, commuter choice platforms, and multimodal street design enables him to devise solutions that shift commuters toward non-driving modes and mitigate roadway hazards. Jason also believes that successful streets embrace user choice. His plans address the needs of emerging mobility platforms as well as traditional bicycle, pedestrian, and transit modes to ensure that all users experience a high quality of service. Jason excels at creating streets which balance competing modal priorities while ensuring safety for all.

Education

M.C.R.P., City and Regional Planning, Georgia Institute of Technology, Atlanta, GA

B.A., History and Russian Studies, Emory University, Atlanta, GA

Project Experience

- **Somerville Curbside Inventory, City of Somerville (Somerville, MA) Ongoing.** Jason serves as field team manager and lead analyst for this curbside inventory which will document all curbside assets in the city of Somerville, including all parking, bike amenities, transit stops, parking meters, and more. This collection effort uses the Coord platform, a smart curbside data collection tool which empowers cities to track and manage their curbs in an emerging mobility environment.
- **Brown University Transportation Management Plan, Brown University (Providence, RI) Ongoing.** As deputy project manager, Jason directs analysis efforts in support of a robust set of transportation demand management strategies for Brown University. These strategies will directly serve Brown's sustainability and mobility goals, including reaching a zero-emissions campus by 2030. The plan will include targeted demand management programs that shift Brown commuters toward non-automobile modes and support user choice.
- **Miami Beach Mode Share Analysis, City of Miami Beach (Miami Beach, FL) 2019-2022.** Jason led the analysis of Miami Beach's citywide transportation mode share and technical development of a Mode Share Dashboard that will enable Miami Beach to track mode share changes over time. The ability to track citywide mode share will empower Miami Beach to assess the gains realized from multimodal transportation projects and continue to shift their city toward a non-automobile future.
- **Bentley University TDM Plan, Bentley University (Waltham, MA) 2018-2019.** Jason led parking data collection and analysis efforts for this campus study. He will support the project team in the development of parking and TDM strategies to better serve the needs of the University's diverse affiliate groups.
- **Transportation and Parking Plan, University of Vermont (Burlington, VT) 2018-2019.** Serving as project planner, Jason drafted the existing parking and TDM conditions report to identify issues and opportunities for the Transportation, Parking, and Sustainable Transportation Department. Using stakeholder interview input, Jason helps to draft strategies to more efficiently operate a shrinking parking supply through improved enforcement and data management and to better align shuttle campus services.

Tom Brown, Principal | Principal-in-Charge



Nelson\Nygaard's practice lead for Parking & Travel Demand Management, Tom has been integral to this practice since 2004. He has helped dozens of governments, transit agencies, campus planners, economic-development organizations, and private developers craft parking policies, programs, and practices that achieve defined goals. This success is tied to a consistent incorporation of Nelson\Nygaard's urban mobility expertise to right-size the role of parking in our clients' plans and investments. From creating new public transit routes rather than more commuter parking structures, to quantifying the tradeoffs between retaining parking and facilitating TOD, to simply making walking safer to support Park Once objectives, Tom listens, learns, and develops solutions that fit each challenge.

Education

M.S., Urban Planning, Hunter College, New York, NY

B.A., History, Ohio State University

Project Experience

- **University of Vermont: 10-year Transportation Master Plan (Burlington, VT) 2018–Ongoing.** Project Manager for a comprehensive transportation and parking master plan. Key challenges for the plan include supporting a campus vision of minimized campus-core parking by further shifting campus travel toward non-drive-alone modes; finding campus-periphery and off-campus supply replacement opportunities; and ensuring financial sustainability of the transportation and parking program. The study has been structured around three focused task forces, staffed with specialist planners to address Parking Management, Transportation and TDM, and Department Operations. Emerging solutions focus on addressing points of disconnect between decisions made to further master plan development and implications for parking/transportation performance and sustainability.
- **Equitable Economic Development & Mobility Strategic Plan, Grand Rapids, MI, 2019–2020.** Led the TDM and downtown parking analysis components of this economic-development study focused on equitable growth for the City of Grand Rapids. Analysis of a series of peak-hour utilization surveys led to the development of curbside management strategies to address identified supply/demand imbalances. Economic development analysis led to the development of a parking-investment to model the cost/benefit of specific supply-expansion options for the City's parking program, wait list analysis led to the development of a new oversell-rate policy and calculus.
- **American Cities Climate Challenge Assistance TDM Implementation, Bloomberg Philanthropies and Natural Resources Defense Council (5 cities nationwide) 2019–2021.** Project Manager for studies to advance implementation of development-code TDM Plan ordinances in St. Paul, MN; San Jose, CA; Austin, TX; and Atlanta, GA. Project Manager for assistance study to draft a commuter benefit ordinance in Atlanta, GA and update the TDM component of the City of Chicago's Sustainable Development Policy and implement the TDM component of its Equitable Transit Oriented Development policy plan. In all efforts, studies focused on exploring implementation models, working with city staff and stakeholders to arrive at consensus on final ordinance/program components and addressing key authorization, administration, and compliance-assurance details considerations.
- **Off-Street Parking Requirements Update Study (City of Aspen, CO) 2016–2017.** Managed a study to update the City's off-Street parking requirements with a particular focus on reducing single-occupancy travel in downtown. The recommended code update integrates parking standards, mobility investments, and TDM commitments, as well as an In Lieu Fee alternative, into a Mobility Requirement that allows developers to right-right their options for their projects.

Bethany Whitaker, Principal | Advisor



Bethany has 25 years of transportation planning experience as both a consultant and employee of a public transit system. A resident of Vermont, Bethany's experience is focused on transit service development, design, feasibility analysis, and financial analysis. She has worked with a wide variety of communities ranging from large urban system redesign studies to rural and small urban systems.

Bethany has led numerous highly complex projects for states, regions, and transit agencies around the country. She is effective at working with transit agency leadership to think strategically about how to position agency development, and she is effective at working with staff to articulate these concepts with stakeholders and translating them into actionable plans.

Education

Master of Public Policy, Evans School of Public Affairs, University of Washington, Seattle, WA
B.A., History and Chinese Studies, Tufts University, Medford, MA

Project Experience

- **University of Vermont, Transportation Master Plan (Burlington, VT) 2018–2019.** As the Transit Planning Lead for this campus plan, Bethany worked with University of Vermont staff to identify opportunities to increase the efficiency of existing campus shuttle systems and improve collaboration with other local and regional public and private transportation service providers. Service improvement ideas included consolidation of shuttle services, integration of technology and improvements to the bus stop infrastructure.
- **Southeast Pennsylvania Public Transportation Authority (SEPTA) Comprehensive Bus Network Redesign, SEPTA (Philadelphia, PA) 2021–Ongoing.** Bethany is serving as the project manager for a comprehensive redesign of bus service in the greater Philadelphia region. Bethany is leading a team of consultants and collaborating closely with SEPTA staff to identify and implement major changes to SEPTA's bus network. The project has involved extensive technical analysis and transit service planning as well as stakeholder and community engagement; the team will begin working on draft recommendations in Fall 2020, leading to implementation in 2023. As part of this effort, Bethany is working with SEPTA staff to update their service standards and performance guidelines to align agency policy, align operating standards and craft a shared set of service investment and performance expectations.
- **Accelerating Bus Electrification from Pilot to Scale, NYSDOT (New York) October 2020–2022.** Strategic Advisor. Planner assisting Nelson\Nygaard's partnership with the Rocky Mountain Institute to develop an evaluation framework and feasibility analysis to help guide NYS transit agencies on how to plan, pilot and deploy Battery Electric Buses. Role includes investigating New York State's policy direction, funding programs and commitments for transit electrification.
- **Vermont Transit Efficiency Study, Vermont Agency of Transportation (Montpelier, VT) 2014.** Project Manager for a study initiated that examined opportunities for increased collaboration and potential consolidation among rural transit agencies with the goal of identifying cost savings. Process involved working closely with partners to explore individual agency strengths and weaknesses and examine the cost effectiveness of strategies, such as sharing parts of the operations. Recommendations ultimately led to increased collaboration on service delivery, marking and branding, and sharing services such as training and heavy duty maintenance, but retain separate structures.

Kelsey Tustin, Associate | Project Planner



Kelsey believes that we can create vibrant and inclusive communities through responsible transportation planning strategies. With more than five years of professional experience in the public, private, and non-profit sectors, she brings a unique perspective to the role. Her skillset includes public outreach and engagement, GIS, research, writing, and visual communications. Prior to joining Nelson\Nygaard, Kelsey interned with the City of Cambridge's Environment and Transportation Planning Division, supporting a variety of projects related to transit. In addition to her work in transportation, she has experience in the fields of both waste and recycling, as well as parks and open spaces. She worked as the North American Channel Manager for Bigbelly Solar, helping municipalities and universities leverage sustainability efforts using smart waste and recycling systems. She was also the Program Manager for the Emerald Necklace Conservancy, working to connect community members to Boston's most prized green spaces. Kelsey is a former resident of Burlington and tries to bring the city's values toward sustainability and equity everywhere she lives.

Education

M.A., Urban and Environmental Policy and Planning, Tufts University, Medford, MA
B.S., Environmental Studies, University of Vermont, Burlington, VT

Project Experience

- **South Boston Transportation Action Plan, Boston Planning and Development Agency (Boston, MA) 2022-Ongoing.** Kelsey is serving as an associate planner on this transportation action plan to analyze and evaluate existing transportation challenges and safety concerns in the community. This project will provide strategies for improvements to eliminate serious and fatal traffic crashes in South Boston and recommendations for key transportation connections to and within the neighborhood.
- **Pennsylvania State University Bicycle Master Plan, Pennsylvania State University (University Park, PA) 2022-Ongoing.** Kelsey is serving as an associate planner on this comprehensive bicycle master plan to analyze the current state of transportation on campus and assist project managers with ongoing tasks, research, and writing. This project will integrate creative strategies and active transportation solutions to enhance biking and walking on and around the University Park campus.
- **Brown University Institutional Master Plan Transportation Element, Brown University (Providence, RI) 2022-Ongoing.** Kelsey is serving as an associate planner on the transportation component of Brown's update of its institutional master plan. This project will involve a comprehensive bike inventory, analysis of parking, and traffic data collection and analysis.
- **Providence I-195 Parking Study, I-195 Redevelopment District (Providence, RI) 2020-Ongoing.** Kelsey is serving as an associate planner on this on this districtwide parking study. This study will review the existing parking supply and demand, assess the potential for future development, and recommend a right-sized parking supply for the district. This project will also propose parking management, transportation demand management (TDM), and curbside management strategies for the district.



Attachment C:
Technical Proposal Revisions

Optional Task 1A Parking and Curb Management and Demand Analysis

Parking and curb management is intrinsically linked to transportation demand management. Smart parking management can create an adequate supply of spaces for critical parking and loading needs while ensuring that non-vehicular users are safe and comfortable on Burlington's streets. Ensuring that public and private parking resources are adequately managed, enforced, priced, and not oversupplied will prevent vehicular travel from being unfairly subsidized in comparison with other modes and enhance the effectiveness of any and all TDM policies which may emerge as recommendations from this study.

As an optional task, our team will assess the performance of Burlington's public and private parking resources in the downtown area with an eye toward understanding how these resources contribute to or inhibit the goals of a broader TDM program. We recommend that this task be conducted in Spring 2023.

This assessment will be conducted via the following subtasks.

1A.1 Review City of Burlington's Parking Management and Operations

Our team will review the City of Burlington's management of public parking resources including on- and off-street parking, to understand how management practices support broader TDM goals. This review will include an assessment of the following:

- Parking payment platforms and pricing
- Resident parking programs
- Parking enforcement and citation practices
- Small business employee parking programs
- Curbside regulations including loading zones
- Any other parking permit or management programs
 - Including potential expansion of public management of private lots

1A.2 Downtown Parking Utilization Study

Understanding peak parking utilization in Burlington's Downtown core area will help inform decision-makers regarding the overall demand and need for parking. If parking resources are underutilized, it may indicate an opportunity to minimize further investments in new parking facilities and divert those resources to other modes or TDM programs. In contrast, if parking facilities are overutilized it may indicate a need to supplement with other modes or consider changes to parking management practices. Our team will:

- Review the existing public and private parking inventory in Downtown Burlington and identified gateway streets and Hill Institution-adjacent streets (UVM and Champlain College) to the extent that data exists. The study of Downtown would augment completed work in support of the Main Streets project, which examines a core of the larger Downtown. Gateway streets could include Union Street, Pearl Street, Main Street (east of Union), Pine Street (between Kilburne and Main). We expect to finalize and refine this study area during our project kickoff process in close coordination with the City of Burlington. We will also use current aerial imagery to identify additional parking resources to the extent possible. Comprehensive field data collection will not be undertaken. This inventory will include the capacity, management, and pricing of facilities to the extent possible, building from the data provided in this map:

<https://parkburlingtonmap.app/>

- [The proposed study area will include streets as indicated in the map provided at this link:](#)

<https://www.google.com/maps/d/u/0/edit?mid=1nQUp1JVPkqfNvhoXgpJRdevF7RQd6Bk&usp=sharing>

- Collect peak period utilization data to understand the impact of commuters on parking utilization. Peak utilization data would be gathered using current aerial imagery and outreach to property owners and/or parking facility operators. If budget allows, in-the-field on-street parking utilization counts could be conducted but would not be mandatory to develop a utilization analysis. If feasible, direct coordination with the Main Streets project team could allow for additional and efficient data collection.

Deliverables

- Parking and Curb Management and Demand Analysis Presentation (incorporated into the TDM Plan and Current Approaches Presentation)
- A GIS Dataset of downtown/gateway street parking inventory/utilization

Attachment D:
Burlington Standard Contract Conditions For Consultants

ATTACHMENT C:
**BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS**

1. DEFINITIONS:

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

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

3. INSURANCE: Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company authorized or licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City, such acceptance shall not be unreasonably withheld. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are reasonably acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or nonrenewed without thirty (30) days prior notice to the City, except ten (10) days prior notice for non-payment of premium. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Each policy (with the exception of professional liability and worker’s compensation/employer’s liability and valuable papers/property) shall name the City as an additional insured for the possible claims resulting from the Consultant’s actions or omissions. The general liability, auto liability and umbrella/excess liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

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

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant’s operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

- A. General Liability including Property Damage: With respect to operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage as per the ISO CG 00 01 or equivalent including, but not limited to:

1. Premises Operations
2. Independent Contractors'
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

- | | |
|----------------------------------|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products-Completed/Operations | \$2,000,000 |
| 3. Personal & Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Damage to Rented Premises | \$ 250,000 |
| 6. Med. Expense (Any one person) | \$ 5,000 |

- B. Workers' Compensation: With respect to operations performed, the Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,
\$500,000 each employee

- C. Professional Liability Insurance:

1. General: The Consultant shall carry appropriate professional liability insurance covering damages to the extent caused by the negligent acts, errors, and omissions made during their performance of professional services with the following minimum limits:

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

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

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

period of the Contract and for a period of five years following substantial completion of construction.

D. Automobile Liability: The Consultant shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract by Consultant. Each policy shall provide coverage with a limit not less than: \$1,000,000 Combined Single Limit for each accident.

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

F. Umbrella Liability:

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

- 4. CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.
- 5. PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
- 6. PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

Except with the approval of the City, during the life of the Contract, the Consultant shall not employ:

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

the Contract.

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

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

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

7. **PERFORMANCE:** Consultant shall perform the Work to conform in all material respects to the requirements of this Contract. Consultant shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in performing Consultant's services.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for the performance of its subconsultants and any other person performing work under this Contract.
10. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.

11. INSPECTION OF WORK: The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

12. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

13. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

14. ACKNOWLEDGEMENTS: Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

15. APPEARANCES:

A. Hearings and Conferences: The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall

include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

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

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

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

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

16. PAYMENT PROCEDURES: The City shall pay, or cause to be paid, to the Consultant or the Consultant's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Consultant, whether in invoices, progress reports, emails, or other proof of work. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses incurred, the fee specified in the Contract.

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

17. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS: If Consultant knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Consultant shall immediately give the City written notice thereof. Consultant shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Consultant may proceed without any modification being made to Contract Documents.

18. NON-APPROPRIATION: The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Consultant as soon as practicable of any non-appropriation, and Contract Consultant shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

19. CHANGES AND AMENDMENTS: No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

20. EXTENSION OF TIME: The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

21. PUBLIC HEALTH EMERGENCY:

- A. Compliance with Mandates and Guidance:** The Consultant is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Consultant shall create a public health emergency plan acceptable to the City. The Consultant shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

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

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

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

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

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

22. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay

is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

- 23. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Consultant until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

- 24. FAILURE TO COMPLY WITH TIME SCHEDULE:** Intentionally deleted.

- 25. RETURN OF MATERIALS:** Consultant agrees that at the expiration or termination of this Contract, and upon written request by the City, it shall return to City all materials provided to it during its engagement on behalf of City, except that Consultant may retain a copy of such information for its project file.

- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant

or their sureties from any obligations under the Contract Documents or any performance or payment bond.

- 27. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City upon receipt of the final payment due and owing in accordance with this Agreement. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 30. RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created,

or maintained, such that their original use and purpose can be achieved. The reasonable expenses for copying, transferring to external hard drive, and other similar costs to produce files to comply with this Section 30 shall be compensated by the City on Consultant's reasonable request. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

31. CONTRACT DISPUTES: In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

32. SETTLEMENTS OF MISUNDERSTANDINGS: Intentionally deleted.

33. LIMITATION OF LIABILITY: Intentionally deleted.

34. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for indirect, incidental, special, or consequential damages arising out of the nonperformance of this Agreement, including but not limited to loss of profits, even if the nonperforming party has been informed of the possibility of such indirect, incidental, special or consequential damages. This section shall survive the termination or expiration of this Agreement.

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

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

B. Termination for Cause:

- i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees; failure to perform the Work satisfactorily as determined by the City; or failure to perform in accordance with the standard of professional care. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

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

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

36. GENERAL COMPLIANCE WITH LAWS: The Consultant and any subconsultant approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

37. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

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

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

40. INDEMNIFICATION:

- A. Indemnification by Consultant: Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, consultant undertakes and agrees to defend (on claims where the City is an additional insured under the applicable insurance policy), indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Consultant or its subconsultants of any tier.
- B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which the Consultant's insurance provides a defense of the City as an additional insured, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply

has been filed. Consultant shall timely retain counsel and otherwise provide a defense against the claim or suit. The City retains the right to participate, at its own expense, in the defense of any such claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52. ENTIRE CONTRACT & AGREEMENT: This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract.

Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

- 53. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.
- 54. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 55. WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 56. CITY INFORMATION:** Following its good faith evaluation of the information provided, the Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City's consultants. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information.

Attachment E:
Burlington Livable Wage Ordinance Certification

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, Jonathan Watts, on behalf of Nelson\Nygaard Consulting Associates, Inc. ("the Contractor") in connection with a contract for Citywide Transportation Options Study services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Date 04/13/2023

By: Jonathan Watts
Jonathan Watts

OATH/AFFIRMATION

Commonwealth of Virginia County of Henrico

Subscribed and sworn to before me: Antonio Le'shone Bradshaw by Jonathan Watts who did take an oath.

Date 04/13/2023

~~Jonathan Watts~~

Antonio Le'shone Bradshaw

Electronic Notary Public



Notarized online using audio-video communication

Attachment F:
Burlington Outsourcing Ordinance Certification

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, Jonathan Watts, on behalf of
Nelson\Nygaard Consulting Associates, Inc. (Contractor) and in connection with the
Citywide Transportation Options Study

[project], hereby certify under oath that (1) Contractor shall comply with the City of
Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering
into this contract or grant, Contractor confirms that the services provided under the above-
referenced contract will be performed in the United States or Canada.

Dated at East Aurora, NY, Vermont this 13th day of April, 2023.

By: Jonathan Watts
Duly Authorized Agent
OATH/AFFIRMATION
Commonwealth of Virginia County of Henrico

Subscribed and sworn to before me: Antonio Le'shone Bradshaw
by Jonathan Watts who did take an oath. Notary

~~Jon Watts~~

Antonio Le'shone Bradshaw

Electronic Notary Public



Notarized online using audio-video communication

Attachment G:
Burlington Union Deterrence Ordinance Certification

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, Jonathan Watts, on behalf of Nelson\Nygaard Consulting Associates, Inc.

(Contractor) and in connection with Citywide Transportation Options Study
(City contract/project/grant), hereby certify under oath that (Contractor) has not advised the
conduct of any illegal activity, and it does not currently, nor will it over the life of the contract
advertise or provide union deterrence services in violation of the City's union deterrence
ordinance.

Dated at East Aurora, NY, Vermont this 13th day of April, 2023
~~Jonathan Watts~~

By: 
Duly Authorized Agent

**Attachment H:
Consultant's Certificate of Insurance**

BCA and DPW

MEMORANDUM

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

FROM: Doreen Kraft, BCA Executive Director and Chapin Spencer, Director of Public Works

CC: Laura Wheelock, Sara Katz

DATE: February 05, 2024 (BOF)/February 12, 2024 (CC)

SUBJECT: Authorization to Execute Contracts for two Great Streets CityPlace Streetscape Public Art Projects.

REQUEST

Burlington City Arts (BCA) seeks Board of Finance authorization to execute two contracts, 1) Studio Projects, LLC and 2) StudioKCA for the design and fabrication of public art installations to be located within the boundaries of the Waterfront TIF District as part of the Great Street CityPlace Streetscape project, contingent upon Board of Finance and City Council approval of the Budget Amendment for BTC Public Improvements for Public Art Contracts and ARDA Amendment.

EXECUTIVE SUMMARY

Background:

In 2018, Burlington City Arts and Department of Public Works issued a call to artists for the Great Streets projects around City Place with a percent of funds from the City's Waterfront TIF district; however, none of the artists selected at that time were contracted to fabricate their projects as the larger project did not advance.

Then in 2023, the Team relaunched a call to artists in response to the re-energized CityPlace Project. Once again, a percent of the City's total public improvement budget, supported by Waterfront TIF proceeds, has been set aside to commission Public Art. As before, the Team will work together to support the selection and implementation process.

Project Funding:

These contracts are the majority of a total public art project budget of \$200,000 that includes the design and fabrication of the selected artwork within the boundaries of the Waterfront TIF District. As a component of the City's Waterfront TIF District these art projects are eligible to receive funding via the Waterfront TIF District that was approved by voters on November 2016. The current public art project budget is accounted for and being tracked within the overall CityPlace Public Improvements project budget.

The City will collaborate with the artists to complete design requirements by April 2024 to integrate into the City’s scope of work. Budgets for design, fabrication, and installation will be a maximum limiting amount of \$92,500 for Studio Projects, LLC and \$90,000 for Studio KCA. Of the remaining funds, \$17,500 will be reserved by the City as contingency to fund any future necessary contract amendments or city scope related to the public art projects, for a total authorized project amount of \$200,000.

Total CityPlace Public Artist Project Budget	
Studio Projects, LLC – Design, Fabrication, & Install	\$92,500.00
Studio KCA – Design, Fabrication, & Install	\$90,000.00
Project Contingency	\$17,500.00
Total Expense Budget (851-19-700.9500_235)	\$200,000.00
Proposed Project Revenues	
Waterfront TIF Proceeds (851-19-700.4990_235)	\$200,000.00

As this is a capital project, any remaining project budget will carryover and be available in Fund 851, BTC Public Improvements under the Waterfront TIF to ensure funds are available for unforeseen contingency costs that are Waterfront TIF eligible expenses.

The public art procured shall be placed within the limits of the Great Streets CityPlace Project that extends along the sidewalk surrounding the CityPlace Burlington development project, and within the identified Waterfront TIF District limits. Preliminary locations have been defined for each public art project. The Great Streets CityPlace design team, DPW, and BCA will work with each of the artists for final location of their piece within the project boundary.

Bidding and Contractor Selection:

In the summer of 2018, a Request for Qualifications (RFQ) was issued to include public artwork in the renovation of St. Paul Street from Maple Street to Main Street (Downtown TIF District), as well as the newly created sections of Cherry Street, Bank Street, St. Paul Street, and Pine Street, which would have surrounded the CityPlace Burlington development project (Waterfront TIF District). The call to artists was distributed nationally and received 56 submissions from across the country. Thirteen artists were shortlisted to submit proposals, and three of those artists were selected for streets surrounding CityPlace. However, due to a pause with the CityPlace Project, the three selected artists were never contracted to complete their projects.

As the CityPlace project resumed in the summer of 2023, changes in scope, budget limitations and inflation required that all three previously selected projects would need to be adapted to the updated scope. BCA determined that no more than two public art projects could be commissioned for the site within the total budget of \$200,000. Additionally, BCA and DPW had recognized in previous collaborations that complex public art projects such

as the Great Streets needed a more equitable approach to better align with the Art in Public Places program's goal of commissioning works from a broad demographic of artists. After consulting with the Mayor's administration, the Public Art Committee and REIB on options for moving a process forward that both honored the past selections and sought to build greater equity into the process, BCA issued two calls to artists: one that invited proposals from the originally selected three artists in 2018 and one open call (issued on August 1, 2023).

The opportunity was promoted through BCA's social media and website, as well as being listed with Seven Days and on the Public Art opportunities website of the Vermont Arts Council, Americans for the Arts, PublicArtists.org, New York Foundation for the Arts, and codaworks.com. In total, 40 applicants submitted their qualifications.

A Public Art Review Panel, consisting of Burlington residents, business owners, artists, project design consultants, and city staff, was established by BCA. This panel selected four artists to develop proposals. These four artists were joined by the three previously selected artists from the 2018 selection process, and each of the seven artists received a stipend of \$1,000 for developing concept proposals, which were submitted in October 2023. Finalists presented their proposals to the review panel, which then made its selection on November 13, 2023. The BCA Board of Advisors recommended approval to the Director of BCA, certifying that the proposals align with the Art in Public Places Guidelines in terms of function and location. Both projects are estimated for completion and installation by 2025.

Department Contact:

If you have any questions, please contact Sara Katz, BCA Assistant Director, skatz@burlingtoncityarts.org or 802-865-5356 or Laura Wheelock, P.E., Senior Public Works Engineer, LWheelock@burlingtonvt.gov or 802.338.2125.

ATTACHMENTS

- A. Project Images and summaries

MOTIONS

BCA respectfully requests that the Board of Finance and City Councils approve the following motions:

Board of Finance:

To approve and recommend that the City Council approve and authorize the Director of Burlington City Arts to execute the following Artist Agreements for public art surrounding CityPlace Burlington, for contract values not to exceed \$182,500 in the aggregate, with additional approved contingency funds in the amount of \$17,500 to fund any future necessary contract amendments or city scope related to the public art projects, for a total authorized expenditure not to exceed \$200,000, subject to review and approval by the City Attorney's Office and contingent upon City Council approval of Budget Amendment for BTC Public Improvements for Public Art Contracts and ARDA Amendment:

- A contract with Studio Projects, LLC in an amount not to exceed \$92,500 for final design, fabrication, and installation of artwork; and
- A contract with Studio KCA in an amount not to exceed \$90,000 for final design, fabrication, and installation of artwork.

City Council Motion

To approve and authorize the Director of Burlington City Arts to execute the following Artist Agreements for public art surrounding CityPlace Burlington, for contract values not to exceed \$182,500 in the aggregate, with additional approved contingency funds in the amount of \$17,500 to fund any future necessary contract amendments or city scope related to the public art projects, for a total authorized expenditure not to exceed \$200,000, subject to review and approval by the City Attorney's Office and contingent upon City Council approval of Budget Amendment for BTC Public Improvements for Public Art Contracts and ARDA Amendment:

- A contract with Studio Projects, LLC in an amount not to exceed \$92,500 for final design, fabrication, and installation of artwork; and
- A contract with Studio KCA in an amount not to exceed \$90,000 for final design, fabrication, and installation of artwork.

Thank you for your continued support.

Attachment A:
Project Images and Summaries

Studio Projects, LLC, Christopher Kojzar

Dance in Place

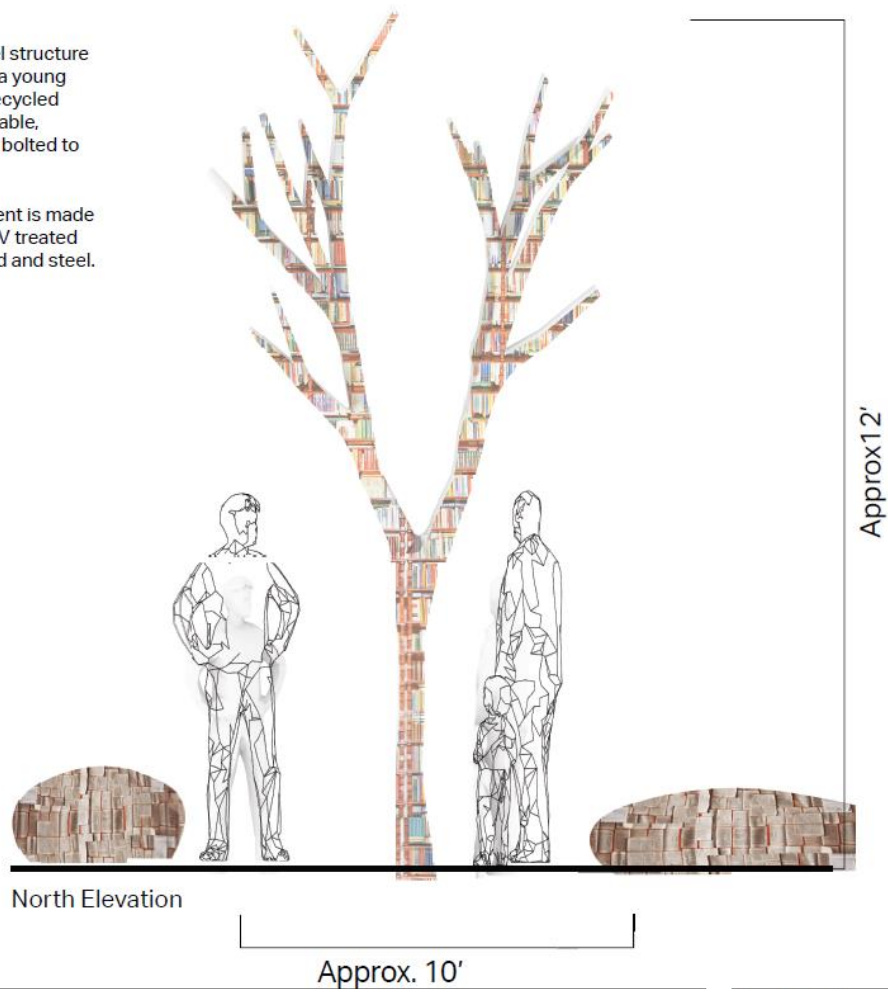


- Christopher Kojzar is an Assistant Professor at University of Vermont.
- 'Dance in Place' will cast a light on empowerment, joy, and acknowledgment of the queer and black community. The artwork symbolically preserves the legacy of queer sites of interest in Burlington and memorializes moments in time by referencing posters and ephemera in the Vermont Queer Archives
- References frequent inequities of public space by reaffirming queer/gender/racial freedom, and addresses scarcity of LGBT public art nationwide
- Laser cut $\frac{1}{2}$ " and $\frac{3}{8}$ " steel plates

Studio KCA, Jason Klimoski and Lesley Chang

Forest Stories is a steel structure following the shape of a young maple tree, clad with recycled books made into UV stable, waterproof panels and bolted to the steel structure.

Possible Seating element is made from waterproof and UV treated pages, fiberglass, wood and steel.



- Studio KCA, is a diverse, multidisciplinary art and design studio based in Brooklyn with ties to Vermont.
- Forest Stories is made from 5,160 recycled books salvaged from consolidated libraries across Vermont. Attached to a steel armature with concrete foundation, the books will be cast into fiberglass panels to create a weather-resistant, UV stable “tree made from books”.
- Using a unique QR code, residents and visitors can engage with Forest Stories by accessing recordings of different people with diverse backgrounds, reading 6 short stories about or written in Vermont, including one on the Abenaki. Scan the code from the tree trunk or bench, select a title, and listen.

Board of Finance and City Council Submission ChecklistDepartment: Arts Submitter: Sara KatzTitle/Subject: Approval of two contracts for public art projects related to the CityPlace Project

	Approval:	Meeting Date:
☒	Board of Finance	2/05/2024
☒	City Council	2/12/2024
☐	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	1/16/2024	Doreen Kraft
Mayor's Office informed and approved memo	Yes	1/17/2024	Jordan Redell
Board/Commission, if required	Yes	11/20/2023	BCA Advisory Board
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	1/17/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	1/17/2024	Ashley Parker, Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Subject to City Attorney Review and Approval
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

DATE: February 5, 2024 (BOF)/February 12, 2024 (CC)

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

RE: Budget Amendment and Contract Amendment for BTC Public Improvements and Associated Public Art Contracts

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approve a budget amendment, the purpose of which is:

- To amend the BTC Public Improvements, Public Art project budget to add \$200,000 in Waterfront TIF funds to commission two public art pieces; and
- To amend the BTC Public Improvements, BTC Public Improvement TIF project budget to add \$1,054,624 in Waterfront Tax Increment Financing (TIF) District funds for the Public Improvements Contract per the Second Amendment to the Second Amended and Restated Development Agreement (ARDA 2.0) with City Place Partners (CPP)

DPW is also seeking Board of Finance and City Council approval to execute Contract Amendment #2 with Stantec Consulting Services, Inc (Stantec) for \$85,716, and to authorize the use of an additional \$8,571.60 (10%) in contingency funds to be available to use toward any necessary future contract amendments, for a total authorized amount of \$1,340,003.32.

Background

This budget amendment will increase the City's allocation to \$6,400,000 from the \$18,840,000 Waterfront TIF Note to the project budget for public improvements (construction contract approved by the City Council on June 30, 2023) and two public art contracts.

City staff is seeking City Council approval of the Second Amendment to ARDA 2.0 in a separate item at the February 12, 2024 meeting.

The Second Amendment to ARDA 2.0 allows CPP to seek reimbursement for expenditures on the Public Improvements (PI) under construction adjacent to their development project within the City's Waterfront TIF District. Therefore it is necessary to amend the FY24 project budget to make available additional funds for this work. The expenses that CPP has incurred to date relative to the construction of the public improvements is approximately \$1.6 million.

A request for authorization to execute contracts for the two Great Streets City Place Streetscape Public Art Projects and to authorize expenditure of art project contingency funds is going before the Board of Finance on January 22, 2024 and this Council currently with this item. Those contract approvals are contingent upon the approvals of this budget amendment (seeking subsequent City Council approval January 29, 2024).

A DRAFT budget amendment to add these funds to the project has been included for consideration (Attachment 1).

In late 2023, DPW learned about CPP's plans to change the use of their South Tower building and add a hotel. With this change, they requested adjustments to the streetscape in front of the building to accommodate the hotel entrance and lobby, including moving stormwater planters, adding new lighting and revising the location of existing lighting. In addition, there will be one public art piece near this area that will require other minor revisions to streetscape elements. Given the size and complexity of this project, the City finds it reasonable to update the streetscape design from the 2018 plans for these modifications. We are seeking authorization to execute a contract amendment with Stantec to make these revisions. This will be paid for under Tier 1 of the Waterfront TIF.

Stantec's original design contract is included in Attachment 2, the First Amendment is included in Attachment 3, and Second Amendment is included in Attachment 4.

Funding/Budget

The funding for the Public Improvement construction work, Public Art, and Stantec's design engineering cost comes from the Waterfront TIF. The City Council authorized debt for these projects on May 1, 2023, by moving to support debt in the form of a Note for a maximum amount of \$18,840,000. This budget amendment uses \$6,400,000 of the \$18,840,000 Note to support public improvements and public art in the Waterfront TIF district.

The Public Art cost and Stantec's design engineering cost will be paid for from the Waterfront TIF under Tier 1 based on the Second Amendment to ARDA 2.0. The Public Improvement construction work cost will be paid for from the Waterfront TIF under Tier 2.

The budget amendment accounts for funds already approved and allocated during FY24. A further breakdown of the previously approved project budgets, current requests, and total project budget as amended is provided in the table below.

Table 1. Existing Project Budgets and Current Request

NW Budget - TIF ONLY					
Project Name		FY24 Approved		Added 1/29/24 (current request)	Total as Amended
851 BTC Public Improvements, Public Art (TIF Proceeds)					
Expense	\$	7,000.00	\$	200,000.00	\$ 207,000.00
851 BTC Public Improvements, BTC Public Improvement TIF (TIF Proceeds)					
Expense	\$	2,738,376.00	\$	1,054,624.00	\$ 3,793,000.00
851 BTC Public Improvements, CDS CD23(1) - Cherry Street (TIF Proceeds – Local Match)					
Expense	\$	2,400,000.00			\$ 2,400,000.00
TOTAL EXPENSE				\$	6,400,000.00

Attachments

1. DRAFT Budget Amendment
2. Stantec Contract Agreement Great Streets-Bank & Cherry Streets
3. Stantec Contract Amendment 1 Great Streets-Bank & Cherry Streets
4. DRAFT Stantec Contract Amendment 2 Great Streets-Bank & Cherry Streets

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the use of \$200,000 in Waterfront TIF funds towards the BTC Public Improvements, Public Art project budget, as further detailed in the amendments to the project budgets as described the above table labeled “NW Budget- TIF Only” and subject to the attached Budget Amendment form; and
2. To approve and recommend that the City Council authorize the use of \$1,054,624 in Waterfront TIF funds towards the BTC Public Improvements, BTC Public Improvement TIF project budget, as further detailed in the amendments to the project budgets as described in the above table labeled “NW Budget- TIF Only” and subject to the attached Budget Amendment form; and
3. To approve and recommend that the City Council authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1.
4. To approve and recommend that the City Council authorize the Director of Public Works to execute a second contract amendment with Stantec Consulting Services, Inc. for the development of an updated design for the Great Streets Bank & Cherry Street project in an additional amount up to \$85,716, and any necessary future amendments in furtherance of updating the current design using up to \$8,571.60 (10%) in available

An Equal Opportunity Employer

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contingency funds, for a total authorized contract amount not to exceed \$1,340,003.32, subject to the review and approval of the City Attorney's Office.

Actions for City Council:

1. To approve and authorize the use of \$200,000 in Waterfront TIF funds towards the BTC Public Improvements, Public Art project budget, as further detailed in the amendments to the project budgets as described in the above table labeled "NW Budget- TIF Only" and subject to the attached Budget Amendment form; and
2. To approve and authorize the use of \$1,054,624 in Waterfront TIF funds towards the BTC Public Improvements, BTC Public Improvement TIF project budget, as further detailed in the amendments to the project budgets as described in the above table labeled "NW Budget- TIF Only" and subject to the attached Budget Amendment form; and
3. To approve and authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1.
4. To authorize the Director of Public Works to execute a second contract amendment with Stantec Consulting Services, Inc. for the development of an updated design for the Great Streets Bank & Cherry Street project in an additional amount up to \$85,716, and any necessary future amendments in furtherance of updating the current design using up to an additional \$8,571.60 (10%) in available contingency funds, for a total authorized contract amount not to exceed \$1,340,003.32, subject to the review and approval of the City Attorney's Office.

CITY OF BURLINGTON, VT
PROJECT BUDGET AMENDMENT REQUEST

Department: DPW Requested by: Julia Ursaki/Laura Wheelock Date: DRAFT

Briefly explain the reason for the amendment:

To move funds into the BTC Public Improvements Public Art project to create the budget for commissioning two pieces of public art and to add \$1,045,624 to the approved BTC Public Improvements budget based on 1/29/24 ARDA amendment

Dept. Head Approval (under 10k)

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

Mayor Date (25K - 50K)

BUDGET AMENDMENT DETAILS

Org Set	GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
851-19-700	4990_235	BTC Public Improvements, Public Works, Capital Projects.Interfund Transfer Proceeds - Waterfront TIF	851 BTC Improve - Public Art -	200,000
851-19-700	9500_235	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Waterfront TIF	851 BTC Improve - Public Art -	200,000
851-19-700	9500_235	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Waterfront TIF	851 BTC Improve - BTC PI TIF -	1,054,624

AGREEMENT
PROJECT: Great Streets-Bank & Cherry Streets

CITY OF BURLINGTON, VERMONT
CONTRACT AGREEMENT
GREAT STRETES-BANK & CHERRY STREETS

THIS AGREEMENT is made this 27th day of March, 2018, by and between the City of Burlington, VT, hereinafter referred to as the CITY and Stantec Consulting, Inc, a Vermont corporation, with its principal place of business in Vermont, hereinafter referred to as the CONSULTANT.

The CITY wishes to employ the CONSULTANT for Great Streets-Bank & Cherry Streets in Burlington, Vermont.

WHEREAS the CONSULTANT is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONSULTANT shall provide services necessary to ensure the successful completion of the project under consideration as set forth in Request for Proposals from the Department of Public Works dated 12/12/17 and CONSULTANT'S Response and Proposal dated 1/5/18, which are incorporated herein and made a part of this Agreement. The outcome of this work is the completion of design engineering services for the \$591,151.00.

Should it become necessary for the CONSULTANT to procure sub-Consultant services, this selection will be subject to approval. It is expected that any solicitations by the CONSULTANT will include reference to the Federal Equal Employment Opportunity (Executive Order 11246), the FHWA Title VI Non-Discrimination Program, Vermont Agency of Transportation's Disadvantaged Business Enterprises Policy (CA-110) and the CITY'S Livable Wage Ordinance.

If there is a conflict in the requirements found in the documents adopted by reference in this Agreement; the provisions in the document listed higher in order shall take precedence over the provision in the documents lower on the list of Attachments in this Agreement.

2. BEGINNING OF WORK AND TERMINATION

- A. Consultant agrees to commence and complete the construction described as follows:
Great Streets-Bank & Cherry Streets, Burlington, Vermont.
- B. The Consultant will commence the Work required by the Request for Proposals on the date of issuance of the Notice to Proceed and will complete the same by

12/31/19 unless the period for completion is extended otherwise by the Contract Documents. The Consultant acknowledges that the date of beginning and the time for completion of the Work are essential conditions of the Contract Documents.

3. THE AGREEMENT FEE

A. General. The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses (including those of sub-Consultant) encompassed under this Agreement, payment at the rates specified in the CONSULTANT's response to the CITY'S request for proposals and proposal submitted dated 1/5/18.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$ \$591,151.00, without duly authorized written approval.

4. PAYMENT PROCEDURES

One copy of each invoice and backup documentation for expenses shall be submitted to:

Laura Wheelock PE
Public Works Engineer
Department of Public Works
645 Pine Street
Burlington, VT 05401

Invoices may be emailed to: LWheelock@burlingtonvt.gov.

5. ATTACHMENTS

The following attachments are adopted by reference and made part of this Agreement:

ATTACHMENT A – Burlington Standard Contract Conditions
ATTACHMENT B – Insurance Certificate(s) from Consultant
ATTACHMENT C – Livable Wage Ordinance Form
ATTACHMENT D – Burlington Ordinance Requirements
ATTACHMENT E – Department of Public Works, Request for Proposals including Questions/Responses, dated 12/12/17.
ATTACHMENT F – Consultant's Proposal in response to CITY's Request for Proposals and Proposal with itemized expenses by item, dated 1/5/18.

If a provision in a document incorporated by reference conflicts or contradicts this Agreement, then the terms of this Agreement prevail. If a provision in the Consultant's Proposal conflicts with a provision in another attachment or an appendix, then the other attachment or appendix provision shall prevail.

IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

This Agreement will be effective on February 1st, 2018.
(which is the Effective Date of the Agreement).

OWNER:

City of Burlington

Signature [Signature]

Title Director of Public Works

NB 3/27/18

Witness Name Laura Wheelock

Signature [Signature]

Address for giving notices:

645 Pine Street

Burlington, VT 05401

Owner

Designated Representative:

Name: Laura Wheelock

Title: Project Manager

Phone(s): 802-540-0397

CONSULTANT:

Stantec Consulting Services Inc.

Signature [Signature]

Title Gregory Edwards, Senior Principal

Witness Name Gregory Goyette

Signature [Signature]

Address for giving notices:

55 Green Mountain Drive

South Burlington, VT 05403

Consultant

Designated Representative:

Name: Gregory Goyette

Title: Project Manager

Phone(s): 802-497-6403

City of Burlington ONLY:

Approved as to form and substance by the City Attorney Office:

Ene Bergman signed by Laura Wheelock
email approval to san 3/27/18

3/27/18
Date

ATTACHMENT A - BURLINGTON STANDARD CONTRACT CONDITIONS

Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AGC	Associated General Consultants of America
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
CADD	Computer Aided Drafting and Design
CES	Consultant Engineering Services
CFR	Code of Federal Regulations
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FSS	Federal Specifications and Standards
IBC	International Building Code
IPC	International Plumbing Code
NEC	National Electrical Code
SIR	Self Insured Retention
USC	United States Code
USEPA	United States Environmental Protection Agency
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated
WEF	Water Environment Association

1. INDEMNIFICATION:

The CONSULTANT will act in an independent capacity and not as officers or employees of the CITY. The CONSULTANT agrees that it shall indemnify, defend, and hold harmless the CITY, its officers, agents and employees from and against all losses and all claims, including attorneys' fees, demands, payments, suits, actions, recoveries, and judgments of every nature, and description brought or recovered against them by reason of any act or omission, intentional or negligent, of the said CONSULTANT, its agents, or employees, in the execution of the Work or performance of the services to be provided under this Agreement or in guarding the same.

CITY is responsible for its own actions. The CONSULTANT is not obligated to indemnify and defend the CITY or its officers, agents and employees for any liability of the OWNER, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the CITY, its officers, agents or employees are notified of any claims asserted against it or them to which this indemnification clause may apply, the CITY or its officers, agents and employees shall immediately thereafter notify the CONSULTANT in writing that a claim to which the indemnification agreement may apply has been filed.

2. RELATIONSHIP:

The parties agree that the CONSULTANT is an independent CONSULTANT. To that end, the CONSULTANT shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. City shall provide the CONSULTANT with no specific instructions or training in how to provide the required services, except to the extent required by law or regulation. The CONSULTANT shall provide its own tools, materials or equipment. The parties agree that neither the CONSULTANT nor its Principal is an employee of City or any of its departments, agencies, or related entities. The parties also agree that neither the CONSULTANT nor its Principal is entitled to any employee benefits from City. CONSULTANT understands and agrees that it and its Principal have no right to claim any benefits under the Burlington Employee Retirement System, City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. The CONSULTANT agrees to execute any certifications or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested.

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

The CONSULTANT shall furnish and pay the cost, including taxes (except tax exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation, and perform all the Work required for the construction of all items listed and itemized under the Bid Schedule of the Bidder's Proposal attached hereto in strict accordance with the Plans, Specifications and requirements, general conditions and appendix which are attached hereto and made a part hereof, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

3. INSURANCE:

Prior to beginning any work, the CONSULTANT shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the CITY. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the CITY, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the CITY. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the CITY on an annual basis. Certified Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the CONSULTANT's actions or omissions. It is agreed that the liability insurance furnished by the CONSULTANT is primary and non-contributory for all the additional insured.

The CONSULTANT is responsible to verify and confirm in writing to the CITY that:

- (a) All SUB-CONSULTANTS, agents or workers meet the minimum coverage and limits

plus maintain current certificates of coverage for all SUB-CONSULTANTS, agents or workers. SUB-CONSULTANTS must comply with the same insurance requirements as the CONSULTANT.

(b) All coverage shall include adequate protection for activities involving hazardous materials.

(c) All work activities related to the agreement shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the CONSULTANT for the CONSULTANT's operations. These are solely minimums that have been developed and must be met to protect the interests of the CITY.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by the CONSULTANT, SUB-CONSULTANTS, agents or workers, it is the CONSULTANT's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent CONSULTANTS' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, the CONSULTANT shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all SUB-CONSULTANTS and SUBCONSULTANTS carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

- (a) General. The CONTRACTOR shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:
 - \$2,000,000 - Annual Aggregate
 - \$2,000,000 - Per Occurrence Claim
- (b) Deductibles. The CONSULTANT is responsible for any and all deductibles.
- (c) Coverage. N/A

AUTOMOBILE LIABILITY: The CONSULTANT shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:
\$1,000,000 Each Event Limit
\$1,000,000 General Aggregate Limit

COMPLIANCE WITH LAWS

4. GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

5. CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY

During performance of the Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information.

The CONSULTANT shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The CONSULTANT shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR§710.405 (b). Accordingly, all subcontracts shall include reference to the above. The CONSULTANT shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair

employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

6. CHILD SUPPORT PAYMENTS

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

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

CONTRACTUAL AGREEMENTS

- 8. REGISTRATION:** The CONSULTANT agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.
- 9. PERSONNEL REQUIREMENTS AND CONDITIONS:** A CONSULTANT shall employ only qualified personnel, for responsible authority to supervise the work. The CITY shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the CITY, during the life of the Agreement, the CONSULTANT shall not employ:

- (a) Personnel on the payroll of the CITY who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the CITY.

The CONSULTANT warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the CONSULTANT to be paid, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to

annul the Agreement, without liability to the CITY, and to regain all costs incurred by the CITY in the performance of the Agreement.

The CITY reserves the right to require removal of any person employed by a CONSULTANT, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the CITY in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

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

The services of the CONSULTANT, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the CITY. Any authorized sub agreements shall contain all of the same provisions for and attached to the original agreement with the CITY.

11. **CONTINUING OBLIGATIONS:** The CONSULTANT agrees that if because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the CONSULTANT nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the CITY may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

12. **OWNERSHIP OF THE WORK:** The CONSULTANT agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the CONSULTANTS, hereafter referred to as "instruments of professional service", shall become the property of the CITY provided CONSULTANT may reuse on future work any of its standard specifications, details or design; as they have been prepared ~~are prepared~~ and/or developed during execution of the Agreement. The CONSULTANT agrees to allow access to all "instruments of professional service" at any time. The CONSULTANT shall not copyright any material originating under the Agreement without prior written approval of the CITY. No publications or publicity of the work, in part or in total, shall be made without the agreement of the CITY, except that CONSULTANTS may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials. The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the instruments of professional service by the CITY or by any person or entity that obtains the instruments of professional service from the CITY.

13. **PROPRIETARY RIGHTS:** The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. The CONSULTANT, however, agrees to and does hereby grant to the CITY an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.

14. **PUBLIC RECORDS**

The CONSULTANT understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The CONSULTANT shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

15. **RECORDS RETENTION**

The CONSULTANT agrees to retain, in its files, and to produce to City within the time periods requested, all books, documents, EDM, accounting records, and other evidence related to City, at any time during this Agreement and for a period of at least three (3) years after its termination. The CONSULTANT further agrees that the CITY shall have access to all the above information for the purpose of reviewing and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the CITY if requested. CONSULTANT, SUB-CONSULTANTS, or any representatives performing work related to the Agreement, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

16. **APPEARANCES:**

(a) Hearings and Conferences. The CONSULTANT shall provide professional services required by the CITY and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

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

The CONSULTANT further agrees to participate in meetings with the CITY and any

other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement.

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

(b) Appearance as Witness. If and when required by the CITY, a CONSULTANT, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the CITY. The CONSULTANT shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

17. **CHANGES AND AMENDMENTS:** No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the CITY and the CONSULTANT.

18. **APPENDICES:** The CITY may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the CONSULTANT in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the CITY as occasions may require. It is the responsibility of the CONSULTANT to ensure that they have the latest versions applicable to the Agreement.

19. **EXTENSION OF TIME:** The CONSULTANT agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the CONSULTANT for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the CITY may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the CONSULTANT and without the fault or negligence of the CONSULTANT.

20. **SETTLEMENTS OF MISUNDERSTANDINGS:** In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the Director of Public works and Stantec Principal City Engineer shall act as referees on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

In agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the CONSULTANT. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

CONSULTANT may appeal any determination regarding the contract by filing a notice of appeal by hand delivery or courier to the Local Project Manager. The notice of appeal shall specifically state the grounds of the protest. Within seven (7) calendar days of the notice of appeal the CONSULTANT must file the Municipality a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the appeal. Evidentiary statements, if any, shall be submitted under penalty of perjury. The CONSULTANT shall have the burden of proving its appeal by the preponderance of the evidence. Failure to file a notice of appeal or a detailed statement

within the applicable period shall constitute an unconditional waiver of the right to appeal the evaluation or qualified process and decisions thereunder.

21. **FAILURE TO COMPLY WITH TIME SCHEDULE:** It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

In the event the CITY is dissatisfied with the slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the CITY shall give the CONSULTANT written notice in which the CITY shall specify in detail the cause of dissatisfaction. Should the CONSULTANT fail or refuse to remedy the matters complained of within five days after the written notice is received by the CONSULTANT the CITY shall have the right to take control of the Work and either make good the deficiencies of the CONSULTANT itself or direct the activities of the CONSULTANT in doing so, employing such additional help as the CITY deems advisable. In such events the CITY shall be entitled to collect from the CONSULTANT any expenses in completing the Work.

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

- (a) Breach of Contract. Administrative remedies - the CITY reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the CONSULTANT.
- (b) Termination for Cause. The CITY reserves the right, upon thirty (30) days' prior written notice to the CONSULTANT, to terminate the Agreement, as of a date to be specified by the CITY, if the CONSULTANT fails to complete the designated work to the reasonable satisfaction of the CITY, within the time schedule agreed upon. The CONSULTANT shall be compensated on the basis of the work performed and accepted by the CITY at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the CITY may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a CONSULTANT, within not less than thirty (30) fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the CITY's convenience, payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a CONSULTANT prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the CONSULTANT will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess

of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the CITY's approval. The CONSULTANT shall make no claim for additional compensation against the CITY by reason of such termination.

(d) The CONSULTANT may terminate the Agreement upon fifteen (15) days' notice in writing in the event the CITY has committed material breach of the Agreement. Non-payment of the CONSULTANT's invoices will be considered a material breach of the Agreement. The CITY shall have the opportunity to cure the breach within the 15 days and if it does, then CONSULTANT shall not have the right to terminate under this provision.

23. ACKNOWLEDGEMENTS

Acknowledgment of the City of Burlington's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.

OPERATIONAL STANDARDS

24. **RESPONSIBILITY FOR SUPERVISION:** The CONSULTANT shall assume primary responsibility for general supervision of CONSULTANT employees and his/her or their SUBCONSULTANTS for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.
25. **INDEPENDENCE:** The CONSULTANT shall act in an independent capacity and not as officers or employees of the CITY.
26. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the CONSULTANT will counsel with the CITY, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The CONSULTANT shall inform the CITY, in writing, of any such contacts and the results thereof.
27. **PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the CONSULTANT will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the CONSULTANT shall conduct themselves with propriety. The CONSULTANT agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the CITY, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the Agreement. The CONSULTANT agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the CONSULTANT, the CITY shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the CONSULTANT is acting as an agent of the CITY.

28. INSPECTION OF WORK:

The CITY shall, at all times, have access to the CONSULTANT's work for the purposes of inspection, accounting, and auditing, and the CONSULTANT shall provide whatever access is considered necessary to accomplish such inspections. At any time, the CONSULTANT shall permit the CITY or representative for the CITY the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the CONSULTANT pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the CITY.

- 29. RETURN OF MATERIALS.** CONSULTANT agrees that at the termination of this Agreement, it shall return to City all materials provided to it during its engagement on behalf of City. The CONSULTANT may retain one complete copy of the materials for archival purposes.

PROJECT DEVELOPMENT AND STANDARDS

30. PLANS RECORDS AND AVAILABLE DATA:

The CITY agrees to make available, at no charge, for the CONSULTANT's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

- 31. DESIGN STANDARDS:** Unless otherwise specifically provided for in the Agreement, or directed in writing, CONSULTANT services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Agreement:

- (a) VTRANS'S latest edition of the Standard Specifications for Construction.
- (b) VTRANS'S Bridge Design Manual.
- (c) All applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals.
- (d) VTRANS'S Manual on Survey.
- (e) VTRANS'S Right-of-Way Manual.
- (f) The Highway Capacity Manual - Special Report 209.
- (g) The ANSI/AASHTO/AWS D-1.5, Bridge Welding code.
- (h) The MUTCD and Vermont Supplement requirements.
- (i) The Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
- (j) Other CITY directives and guidelines current at the time of the Agreement and as may be issued by the CITY during the progress of the design.

In case of any conflict with the guidelines referenced, the CONSULTANT is responsible to identify and follow any course of direction provided by the CITY.

32. **REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the CONSULTANT, shall be subject to review and endorsement by the CITY.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Agreement. Informal reviews, conducted by the CITY will be performed as deemed necessary. The CONSULTANT shall respond to all official comments regardless of their source. The CONSULTANT shall supply the CITY with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a CONSULTANT of their professional obligation to correct any defects or errors in their work at their own expense.

33. **BINDING NATURE AND JURISDICTION**

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This agreement shall be governed by Vermont law, and the CONSULTANT expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

PAYMENT FOR SERVICES RENDERED:

34. **PAYMENT PROCEDURES:** The CITY shall pay, or cause to be paid to the CONSULTANT or the CONSULTANT's legal representative, payments in accordance with the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the CITY and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under an Agreement, shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

35. **PAYMENT FOR ADDITIONS OR DELETIONS:** The CITY may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original Agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.
36. **PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The CITY may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the CONSULTANT or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the CONSULTANT, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

- (a) Fixed Price. By a price that is not subject to any adjustment on the basis of the CONSULTANT's expenses experienced in performing the work. The CONSULTANT is fully responsible for all costs and resulting profit or loss.
- (b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- (c) Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the CITY, and no claim shall be valid unless so ordered.

The CONSULTANT agrees to maintain complete and accurate records, in a form satisfactory to the CITY for all time devoted directly to same by CONSULTANT employees. The CITY reserves the right to audit the records of the CONSULTANT related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the CONSULTANT until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the CITY. Any claim for extension of time, which may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

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

- a. Labor. For all machine or equipment operators, other workers, and supervisors in direct charge of the specific operation, the Consultant shall receive the actual wages agreed upon before beginning the work and were paid to the workers performing the work, to which shall be added an amount equal to **10** percent for profit. If the Consultant elects to use employee(s) more skilled than required to

perform the extra work, the Agency reserves the right to allow compensation for said employee(s) to be capped at 125% of the applicable Davis-Bacon wage rate of the base skill level required to perform the work.

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

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

- b. **Materials.** The Consultant shall receive the actual cost including freight charges (both as submitted on original receipted bills) for all materials furnished and used. **Ten** percent shall be added thereto for overhead, profit and any other costs incurred in supplying the materials. Vermont sales tax shall not be included.
- c. **Equipment.** The Consultant will be reimbursed as described below. Equipment that is used shall be specifically described by year, manufacturer, model number, and any other information required to identify the appropriate hourly rate in the Rental Rate Blue Book published by Equipment Watch ("Blue Book"). In the event the Consultant elects to use equipment of a higher rental value than equipment suitable for the work, payment will be made at the rate applicable to suitable equipment.
 - i. **Consultant Owned Equipment.**
 - 1. **Ownership Costs.** The Consultant will be reimbursed for its ownership costs for self-owned equipment at the rates agreed to before the work begins. These rates shall be on an hourly basis and shall not exceed the monthly ownership rates listed in the current Blue Book divided by 176. The rates will be adjusted for depreciation as computed and published in the Blue Book rate adjustment tables, but will not be adjusted as recommended on the Blue Book regional adjustment maps. The rates for ownership costs will be total reimbursement to the Consultant for all non-operating costs of the equipment, including depreciation, insurance, taxes, interest, storage, overhead, repairs, and profit. The maximum duration for reimbursement in a day shall not exceed eight hours unless the equipment actually is operated for more than eight hours on a particular day, in which case the rate shall be paid for all hours the equipment actually worked on that day.
 - 2. **Operating Costs.** The rates for operating costs include fuel, lubricants, other operating expendables, and preventative and field maintenance. The Consultant will be reimbursed the amount derived as the product of the number of hours of actual use multiplied by the Blue Book estimated operating cost per hour. Operating costs do not apply to equipment idle time. Operating

costs do not include the operators' wages. Except as otherwise provided, the rates to be used for computation shall be those in effect at the time the force account work is performed as reflected in the applicable publication of the Blue Book.

3. In the event that an ownership cost rate and/or an operating cost rate is not established in the Blue Book for a particular piece of equipment, the Engineer shall establish a rate(s) for that piece of equipment consistent with its costs and expected life. The Consultant shall make no charge for small tools that are considered as having a replacement value of less than \$500.
 - ii. Rented Equipment. In the event the Consultant does not own a specific type of equipment and must rent, the Consultant will be reimbursed the actual cost for the equipment, as submitted by invoice, for the time that the equipment is used to accomplish the work. Vermont sales tax shall not be included. The Agency reserves the right to limit the hourly rate to the maximum amount allowed by Blue Book in the event that the prime Consultant is a subsidiary of, or has a close affiliation to, the firm supplying the rented equipment.
 - iii. Maximum Amount Payable. The maximum amount of reimbursement for the ownership cost of Consultant owned equipment or the rental cost of rented equipment is limited to the original purchase price of the equipment.
 - iv. Equipment Downtime. No rental cost or operating cost will be paid for downtime for either rented equipment or Consultant owned equipment.
 - v. Transportation Costs. The Consultant will be paid for the reasonable documented cost of transporting both Consultant owned and rented equipment to the work location and back to its original location or a new location if the cost is less.
37. **LIMITATION OF LIABILITY:** The CITY releases CONTRACTOR from any liability and agrees to defend, indemnify and hold CONTRACTOR harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the intentional acts or omissions, reckless acts or omissions, or negligent acts or omissions of CONTRACTOR. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against CONTRACTOR and not against any of CONTRACTOR's employees, officers or directors. Except as provided for with regard to indemnification, neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.' as a new Section.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

9/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		
INSURED 1414750 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyds of London		
	INSURER B : AIG Specialty Insurance Company		26883
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 14190182

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1701673 NO RETROACTIVE DATE	10/1/2017	10/1/2018	\$2,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$2,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

STANTEC PROJECT #1953. RE: ALL WORK PERFORMED BY STANTEC UNDER CONTRACT FOR CITY OF BURLINGTON.

CERTIFICATE HOLDER

14190182
CITY OF BURLINGTON
645 PINE ST.
BURLINGTON VT 05401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

5/1/2018

DATE (MM/DD/YYYY)

4/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		
INSURED 1443443 STANTEC CONSULTING SERVICES INC 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : Travelers Property Casualty Co of America		25674
	INSURER C : American Guarantee and Liab. Ins. Co.		26247
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 14662536

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL/CROSS ☒ XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	N	GLO5415704	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2017 5/1/2017 5/1/2017	5/1/2018 5/1/2018 5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	N	AUC9184637	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017 5/1/2017	5/1/2018 5/1/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SOUTH BURLINGTON, VT. STANTEC PROJECT #1953. RE: ALL WORK PERFORMED BY STANTEC UNDER CONTRACT FOR CITY OF BURLINGTON. CITY OF BURLINGTON AND ITS OFFICERS AND EMPLOYEES ARE INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA/EXCESS LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14662536
CITY OF BURLINGTON
645 PINE ST.
BURLINGTON VT 05401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, Gregory Edwards, on behalf of Stantec Consulting Inc. (the Contractor") in connection with a contract for Cherry and Bank Services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

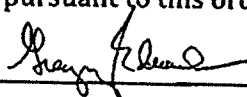
(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

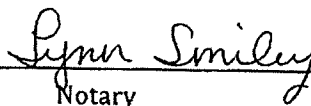
(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Date 3/19/2018

By: 
Contractor

Subscribed and sworn to before me:

Date 3/19/2018


Notary

ATTACHMENT D – Burlington Ordinance Requirements

CITY OF BURLINGTON

10.

ORDINANCE

Sponsor: Councilors Mason,
Bushor, Paul: Ordinance Com.

Public Hearing Dates _____

First reading: 09/23/13

Referred to: Ordinance Committee

Rules suspended and placed in all

stages of passage: _____

Second reading: 10/21/13

Action: adopted

Date: 10/21/13

Signed by Mayor: 10/30/13

Published 11/06/13

Effective: 11/27/13

revised version

In the Year Two Thousand Thirteen

An Ordinance in Relation to

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

It is hereby Ordained by the City Council of the City of Burlington, as follows:

That Chapter 21, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 21-80 through 21-87 thereof and adding new Sections 21-88 and 21-89 thereto to read as follows:

Sec. 21-80. - Findings and purpose.

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

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

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

Sec. 21-81. - Definitions.

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

- a) Contractor or vendor is a person or entity that has a service contract with the City of ~~Burlington primarily for the furnishing of services (as opposed to the purchasing of goods)~~ where Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. ~~A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.~~
- (b) Grantee is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants ~~administered by the city~~, including any contractors or subcontractor grantees of the grantee, that exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period.
- (c) Covered employer means the City of Burlington ~~(except that the Burlington School Department shall not be considered a covered employer)~~, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.
- (d) Covered employee means an "employee" as defined below, who is employed by a "covered employer," subject to the following:
 - (1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington funded by the city, notwithstanding that the employee may be a temporary or seasonal employee;
 - (2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the city City of Burlington is a "covered employee."
- (e) Designated accountability monitor shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

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

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

(gh) Livable wage has the meaning set forth in section 21-82.

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

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

Sec. 21-82. - Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage ("Livable Wage") as established under this article no less than:

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least ~~nine dollars and ninety cents~~thirteen dollars and ninety four cents (\$~~13.949.90~~) per hour on the effective date of the ~~amendments is to this article [Dec. 19, 2001].~~

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least ~~eleven dollars and sixty eight cents~~fifteen dollars and eighty three cents (\$~~15.8311.68~~) per hour on the effective date of ~~the amendments to this article [Dec. 19, 2001].~~

(3) ~~Tipped covered employees and other ee~~Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage ~~an hourly wage~~ which, when combined with the other compensation, will at least equal the Livable Wage as established under this article.

(b) The amount of the Livable Wage established in this section shall be adjusted by the chief administrative officer of the city, as of July ~~1st~~^{first} of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two-bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the joint fiscal office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two-bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to the first day of May preceding any such adjustment and prior to the first day of May of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by ~~publishing a notice in a newspaper of general circulation, by posting a written notice in a prominent place in City Hall, by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information an address of record to the chief administrative officer, by notice written letter to each such covered employer. However, once a Livable Wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.~~

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

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

Sec. 21-83. - Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article ~~[Dec. 19, 2001]~~. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

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

Sec. 21-84. - Enforcement.

(a) ~~The City of Burlington shall require, as a condition of any~~Each service contract or grant covered by this article section, shall contain provisions requiring that the affected-covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this ordinance. confirming payment of a livable wage as a condition of entering into said contract or grant.The affected-covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The affected-covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from receipt of the City of Burlington's request.

OFFENSES AND MISCELLANEOUS PROVISIONS–
ARTICLE VI - Livable Wages

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

(1) verification of an individual employee's compensation,

(2) production of payroll, health insurance enrollment records, or other relevant documentation, or

(3) evidence of proper posting of notice.

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

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

(i) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;

(ii) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;

(iii) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their legitimacy; and

(iv) - To refer credible complaints to the City Attorney's office for potential enforcement action under this article.

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

(ed) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the City Attorney's office within one (1) year after the alleged violation. The City Attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsections (c), (f), or (g) below, the City Attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

officer appointed by the City Attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the City Attorney's office and the covered employer.

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

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

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

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

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

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

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

(iii) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or of \$50 for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

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

(v) Reasonable attorneys' fees and costs.

(ej) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

Sec. 21-85. - Other provisions.

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

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

(~~bc~~) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection 21-85(~~ed~~), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(~~ed~~) Notwithstanding subsection 21-85(~~bc~~), where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

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

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

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

Sec. 21-86. - Exemptions.

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

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

A covered employer or grantee granted an exemption under this Section 21-86 may reapply for an exemption upon the expiration of the exemption.

Requests for exemption may be granted by majority vote of the City Council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee board of the city City of Burlington shall first consider such request and make a recommendation to the City Council. The decision of the City Council shall be final. shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.

Sec. 21-87. - Severability.

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

Section 21-88. Annual Reporting.

On or before April 15th of each year, the City Attorney's office shall submit a report to the City Council that provides the following information:

Page

10

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

An Ordinance in Relation to

(a) ~~all~~ list of all covered employers broken down by department;

(b) a list of all covered employers whose service contract did not contain the language required by this article; and

(c) all complaints filed and investigated by the City Attorney's office and the results of such investigation.

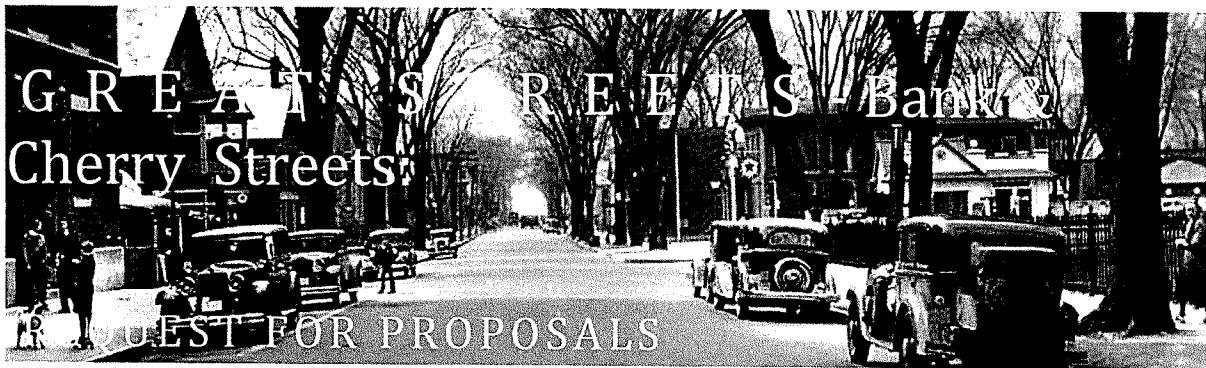
Sec. 21-89. Effective Date.

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

* Material stricken out deleted.

** Material underlined added.

lb/EBlackwood/c: Ordinances 2013/Offenses & Misc. Provisions, Article VI – Livable Wages, Sections 21-80 - 21-89
9/18/13; 10/16/13; 10/21/13



TO DEVELOP ENGINEERING & BID DOCUMENTS FOR SELECTED
DOWNTOWN BLOCKS



*A Joint Project of the Department of Public Works (DPW) and Community & Economic
Development Office (CEDO)*

The City of Burlington is issuing a Request for Proposals (RFP) for consultant services for a three-phase project to conduct design, engineering, permitting and construction administration resulting in a set of bid plans and documents to re-build several blocks of Bank and Cherry Streets. **This Request for Proposals** invites responses from qualified, experienced professionals.

Submittal Deadline: **January 5, 2018, 10:00 AM**

Request for Proposal Package: E-mail primary contact info & firm name to
LWheelock@burlingtonvt.gov and
dconger@dubois-king.com

Direct questions to:	Laura Wheelock Public Works Engineer (PM) Dept. of Public Works 645 Pine Street Burlington, VT 05401 LWheelock@burlingtonvt.gov (802) 540-0397	David Conger Municipal Project Manager DuBois & King, Inc. 6 Green Tree Drive South Burlington, VT 05403 dconger@dubois-king.com (802) 728-7225
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Both parties MUST be copied for questions to be valid

Questions due: December 27, 2017 at noon in writing

CONTENTS

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1 OVERVIEW GREAT STREETS- BANK & CHERRY STREETS

The **Great Streets Initiative** culminates years of community planning efforts that have confirmed broad agreement for a well-designed, multi-use, multi-modal downtown street network that is linked to a more vibrant and inviting public realm at the heart of the City. Efforts began with the development and adoption of the *Street Design Guidelines*, and continued with the 2011 adoption of the *Downtown Tax Increment Finance (TIF) Plan* which called for about \$33,000,000 in public street and parking improvements to incent downtown investment. The vision of a livable, walkable city was further advanced thru the multi-year *Plan BTv: Downtown and Waterfront* process, adopted by City Council in 2013. Currently, *Draft Great Streets – Burlington Downtown Street Standards* can be found at <http://greatstreetsbtv.com>

In November 2016, the citizens of Burlington approved ~\$21M of TIF funded public infrastructure improvements. Anticipated increased tax revenue associated with the redevelopment of the existing Burlington Town Center will in part be utilized for the following public improvements.

- Cherry Street Streetscape Upgrades, including streetscape, stormwater, utility, lighting and multimodal transportation improvements.
- Bank Street Streetscape Upgrades, including streetscape, stormwater, utility, lighting, and multimodal transportation improvements.

The streetscape upgrades are to be developed in accordance with *Great Streets, Burlington Downtown Street Standards* and coordination with BTC Mall Associates, LLC. Development plans for the new Burlington City Center (BCC). The subject street blocks incorporated in this RFP are Cherry Street (Blocks 1-4) and Bank Street (Blocks 7-8) as shown in figure 1. The **Great Streets Initiative** and TIF funding reflects the City's commitment to invest in a high-quality public realm and sets the framework for subsequent capital street projects for the next decade.

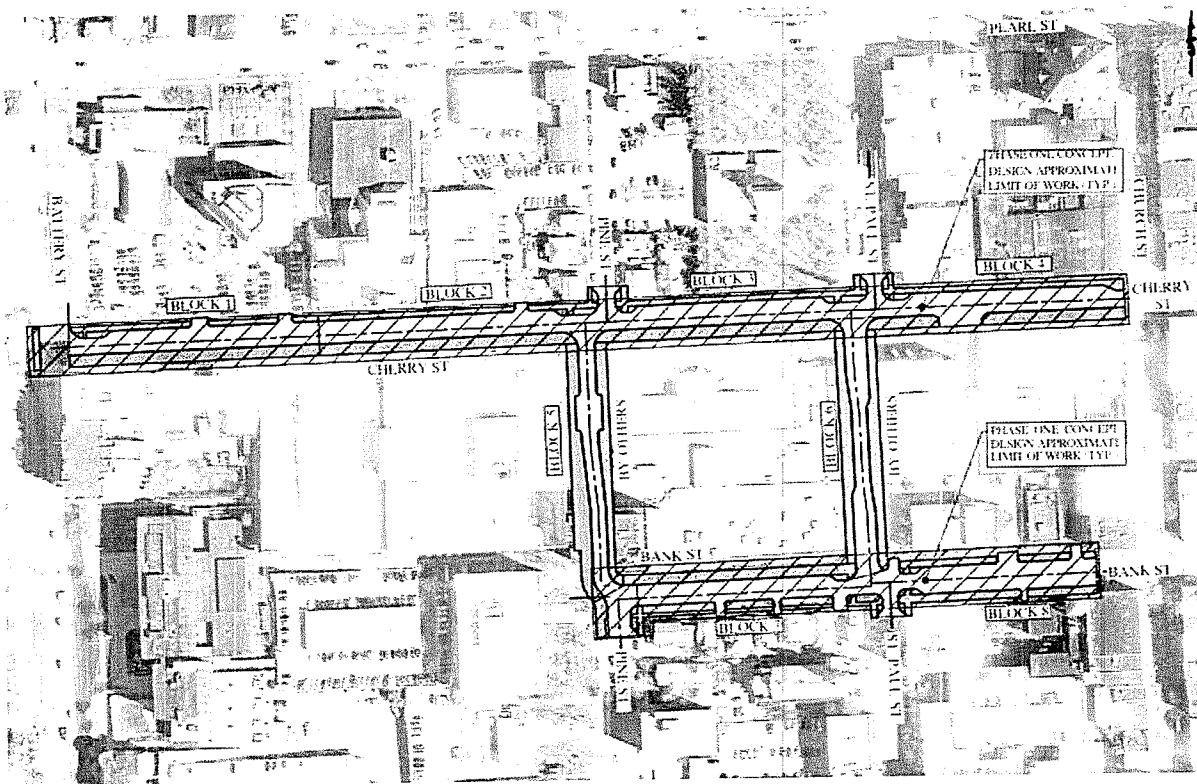


Figure 1: Phase One Limits

1.1 Request for Proposal Solicited

The City of Burlington is issuing a Request for Proposals (RFP) for consultant services for Burlington's **Great Streets- Bank & Cherry Streets** - to conduct engineering and permitting resulting in conceptual plans for six blocks on Bank Street & Cherry Street and a set of bid plans and documents to re-build three blocks of Cherry Street. The project includes several linked but distinct work components divided into multiple phases:

- Concept Design (30%) for **four blocks of Cherry Street and two blocks of Bank Street.**
- Design and (100%) Construction Documents for **three blocks of Cherry Street**
- Construction Administration for **three blocks of Cherry Street.**

1.2 Phase One

The **first phase** will include the 30% conceptual design and permitting for four blocks of Cherry Street and two blocks of Bank Street (See Figure 1). Conceptual design will be in accordance with **Great Streets: Burlington Downtown Street Standards**, herein after referred to as "standards". The development of these conceptual designs will be overseen by the Department of Public Works, with support from the Community and Economic Development Office (CEDO). This work will be completed prior to Friday June 29, 2018.

1.3 Phase Two

The **second phase** will develop design, engineering and construction documents for three blocks of Cherry Street (See Figure 2). This phase will be overseen by the Department of Public Works, with support from CEDO. Additional blocks listed as “By Others” in Figure 2 will be advanced in Phase Two by BTC Mall Associates, LLC. Burlington City Center (BCC) consultants.

The 100% documents and the street design will be directed by the conceptual design developed in Phase One from concept design to awarding of bids.

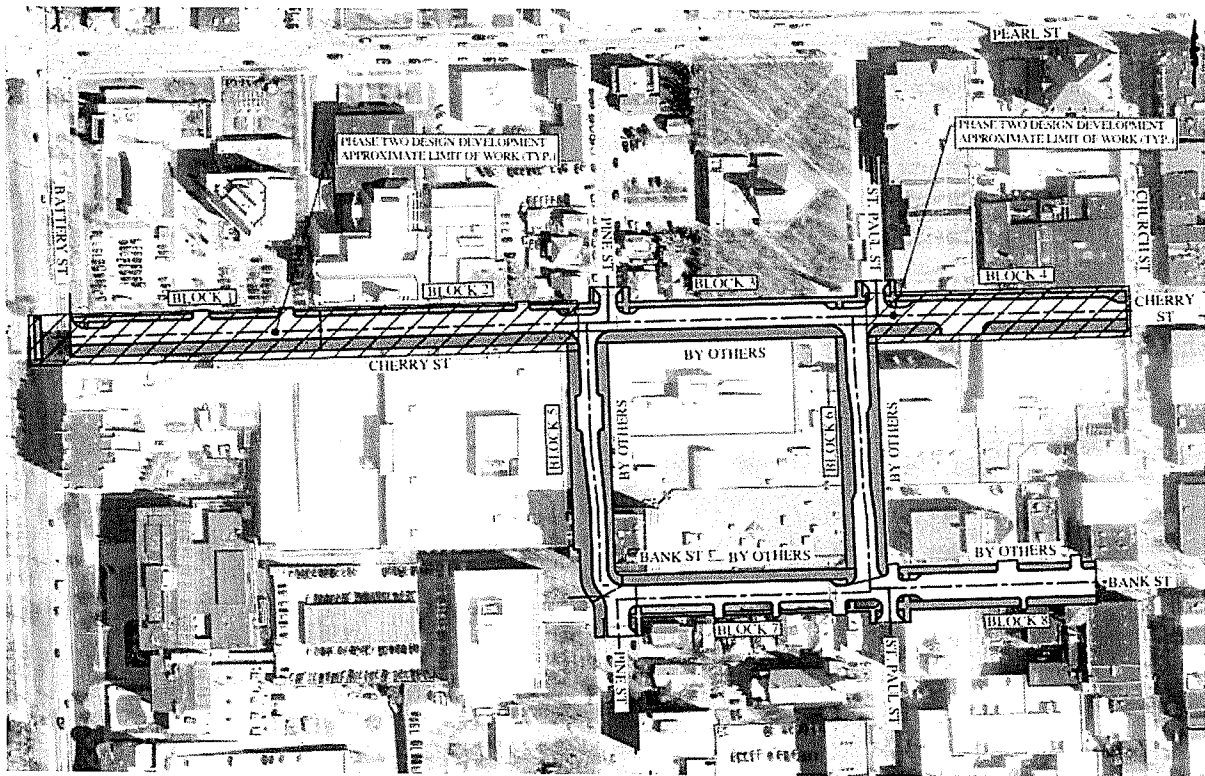


Figure 2: Phase Two & Phase Three Limits

1.4 Phase Three

The third phase will be for construction administration associated with the three blocks of Cherry Street designed in Phase Two (See Figure 2). This phase will be to provide the City with assurances as the designer of record in collaboration with the resident engineer that construction meets the original design intent.

2 PROPOSAL PROCESS

2.1 Proposal & Interview Process

With the issuing of this RFP, consultant teams are invited to submit formal proposals that detail the scope of work and budget, and to potentially participate in the finalist interview process. After reviewing the RFP submittals and interviewing the consultant teams, the Selection Committee (Committee) will identify its top choice and enter into negotiations resulting in a final contract agreement.

The City's Municipal Project Manager (MPM) will contact selected teams that submit a proposal by email to schedule a potential interview. Selected teams will choose an interview date and time, from among those available and provided by the MPM, in the order of receipt of proposals by the City. This notification will include the location and other pertinent information regarding the interview. Teams should be prepared to travel to Burlington for the interview with all or part of the Committee. The City reserves the right to request this interview in person, but may, at the City's discretion, substitute a telephone or Skype interview. The City will not assume any travel costs related to these interviews.

Within a reasonable period of time after the last interview, the Committee shall select the successful respondent(s) based on qualifications proposal, performance at the interview and fee. All applicants will be notified via email of the final awards. The successful respondent(s) will receive a written Notice of Award prior to execution of the written contract. If negotiations with the selected project team are unsuccessful, the City may begin negotiations with the next highest ranked team. **The City reserves the right to accept the entire proposal or a part of the proposal.**

2.2 Evaluation Criteria

All proposals and team interviews will be evaluated by the Committee using the following criteria as a measure of the applicant's ability to successfully complete the project scope of work. Consultants will be scored up to a maximum of 100 points based on the following:

Quality and Creativity of the proposed scope of work	15
Demonstration of Ability to complete complex tasks related to the development of conceptual design, construction and bid documents, apply for permits and maintain complex project schedules in such a way that provides continuity between phases.	25
Depth of Interdisciplinary Skills integrating engineering with street design, multi-modal use, place making, urban forestry, public art, lighting, LID storm water, maintenance and public engagement.	15
Level of Understanding of the project goals, and sensitivity to Burlington's distinct character, issues and needs.	20
Value of Services of the most experienced people doing the most work for the least cost resulting in the best product.	25
TOTAL	100

3 SCOPE OF WORK

3.1 Project Area

The project area for this Request for Proposals (RFP) for consultant services for Burlington's **Great Streets- Bank & Cherry Streets** - to conduct engineering and permitting resulting in conceptual plans is for six blocks on Bank Street & Cherry Street and a set of bid plans and documents to re-build three blocks of Cherry Street. The project includes several linked but distinct work components divided into multiple phases:

- Concept Design (30%) for **four blocks of Cherry Street and two blocks of Bank Street**. (See Figure 1)
- Design and (100%) Construction Documents for **three blocks of Cherry Street** (See figure 2)
- Construction Administration for **three blocks of Cherry Street**. (See figure 2)

3.2 Phase One- 30% Conceptual Design

Due to the importance of the BCC redevelopment and Cherry Street and Bank Street in the city's street network, this phase develops 30% design documents for the six city blocks shown in Figure 1- Conceptual Design Limits. This should including cross-sections at intersections and midblock intervals, profile, and layout views of the corridor.

The conceptual designs will synthesize the recommendations adopted in the *Great Streets – Burlington Downtown Street Standards*, *Burlington Street Design Guidelines* (adopted March 2011 as part of the *Burlington Transportation Plan*), the 2013 *NACTO Urban Street Design Guidelines* (adopted March 2015), the Vermont Agency of Transportation *Town Road and Bridge Standards* (January 2013), *planBTV Downtown & Waterfront Plan* (June 2013) and applicable stormwater planning such as the *College Street Green Stormwater Infrastructure Plan*. The designs will be further informed by the downtown network concepts recently adopted or currently under development as part of the *planBTV Walk Bike plan*, the *Downtown Parking & Transportation Plan* (adopted December 2015), *Residential Parking Plan* (approved January 2016), *Transportation Demand Management Action Plan*, and other reports and guidance listed in *Section 6 Project Resources*.

3.2.1 Project Schedule

A draft a project schedule for both Phases One and Two is included as **Attachment C**. This schedule should take into consideration the continued involvement of core internal stakeholders, the BCC team and regular updates to the Public Works Commission and others as needed. See **Attachment “C” – Conceptual Design and Construction Schedule** for the City's initial breakdown of the project schedule. Consultant to update schedule based on anticipated work breakdown. To meet the City's Development Agreement with BTC Mall Associates, the Conceptual Design (30%) documents are required to be completed prior to Friday June 29, 2018.

3.2.2 Topographic & Utility Survey

Perform topographic ground survey of the Phase One project limits in accordance with VTrans standard practices. In conjunction with ground survey, perform underground locating services to locate existing utilities. Contact appropriate utility owners to coordinate and make requests for all available existing utility information including record drawings, sketches, as-builts, etc. If available information is deemed inadequate to analyze conflicts, site visits will be coordinated with the existing utility owners to verify locations. This task will include the identification of utility poles and the presence of overhead lines.

- The City is currently attempting to procure topographic survey services for Bank Street Block 7 to advance BED undergrounding design work. Provide alternate cost estimate item to perform the survey for this block separate from the remaining Phase One project blocks in the event the City is unable to have the survey completed prior to issuance of this RFP's agreement.

3.2.3 Evaluation of Existing Conditions (Due Diligence)

During this phase of project development, all resources in the project area must be identified. These resources shall include as a minimum:

- Wetlands (if applicable)
- Archaeological and Historic
- Community Character/Aesthetics/Scenic Resources
- Right-of-Way
- Stormwater Treatment Options
- Research shall be conducted regarding: run and tie centerlines, subsurface characteristics (potentially including excavation to identify and locate existing utilities), and potential soil contamination
- Potential brownfield areas/concerns

In addition to identifying possible resource impacts, identification of possible permit needs shall be made at this time. For portions that impact the State Highway right-of-way, coordination will be necessary with the District Transportation Administrator (DTA), the Vermont Agency of Transportation (VTrans) Utilities & Permits Section and the VTrans Hydraulics Manual. If this project requires a Federal Environmental Assessment (EA) it should be completed by the project team. The EA update work may be included as part of this contract at the discretion of the City Project Manager.

3.2.4 Internal & External Stakeholder Interviews (City Departments & outside organizations)

The Consultant shall organize and facilitate interviews with internal and external stakeholders to review the Conceptual Design and gather input/identify key issues/opportunities for the design. The Consultant shall ensure that the interviews are properly documented.

Internal stakeholders include, but may not be limited to: Department of Public Works (DPW), Community and Economic Development Office (CEDO), Burlington Parks, Recreation and Waterfront (BPRW), Church Street Marketplace (CSM), Department of Planning & Zoning (DPZ), Burlington City Arts (BCA), Burlington Electric Department (BED), Burlington Telecom (BT), Burlington Police Department (BPD), Burlington Fire Department (BFD) as well as the City Council standing committee on Transportation/Energy/Utilities (TEUC) and the Public Works Commission.

External stakeholders include, but may not be limited to: Burlington City Center (BCC), Burlington Business Association, Local Motion, AARP, Marketplace Commission, Comcast, Fairpoint, neighborhood groups, and adjacent landowners and businesses.

3.2.5 Conceptual Plans (30%)

The Consultant shall review the previous plans, guidelines, and initiatives related to downtown streets as listed in *Section 6* to prepare Conceptual Plans (30%). Base conceptual plans on a three dimensional survey and include the following elements as a minimum:

- Title Page
- Typical Sections
- Base Plan and Profile Sheets showing the Project Centerline, stations, approximate Construction Limits and existing right-of-way delineation
- Plotting and Identification of any identified resources
- Cross Section with templates as appropriate
- Pavement Structure Thickness Design as appropriate
- Conceptual Traffic Control as appropriate
- Clear zones

Cost estimates for the concept should be prepared. Conceptual plans shall be presented at a public meeting, either as an agenda item at a City Council, TEUC and/or Public Works Commission meeting.

3.2.6 Public Review Process

The Consultant shall coordinate with the City Project Manager to organize, publicize and facilitate the Public Review Process. The Consultant team will present the conceptual plans and documents to the Public Works Commission, Transportation, Energy and Utility Committee and the City Council for formal adoption.

3.3 Phase Two- 100% Design for Cherry Street

The second phase of this project is to prepare design and construction documents for the extent of Cherry Street as shown in Figure 2, utilizing the Conceptual Design developed in Phase One. Phase Two tasks include 100% design, bid and construction documents. The City intends to construct this portion of Cherry Street during the 2019 or 2020 construction season.

3.3.1 Public / Stakeholder Meetings

The Consultant shall organize and facilitate interviews with internal and external stakeholders to understand specific concerns. Internal stakeholders include DPW, BED, and BPRW, as well as the TEUC. External stakeholders include neighborhood groups, and adjacent landowners and businesses.

The purpose of these interviews is to gather input and identify key issues / opportunities and to review the work of *Task 3.2* to evolve that portion of the conceptual plans into 100% Design documents. Any comments and/or concerns arising from this meeting are meant for consideration when developing the 100% design plan for this portion of Cherry Street. The Consultant shall ensure that the interviews are properly documented.

3.3.2 Preliminary Plans (60%)

Preliminary Plans (60%) and specifications shall be prepared and submitted for review including at a minimum:

- width and depth transitions
- roadside barriers
- cut to-fill transitions
- drives / curb cuts
- intersections
- drainage
- erosion prevention and sediment control
- traffic signs / pavement markings
- street lighting / furniture
- street furniture
- street trees
- landscape treatments
- signalization and staging
- traffic management / detours
- cross section templates
- construction limits
- plan sheet notes
- itemized quantity sheet
- pothole locate and condition assessment of subterranean utilities

Specifications shall be prepared in CSI format to coordinate work with BCC consultant design documents. Cost estimates should be updated and the preliminary plans should be presented at a public meeting, either as an agenda item at a City Council, TEUC and Public Works Commission meeting. Teams should be prepared to respond to a City review regarding constructability that includes third party review through a resident-engineering consultant.

3.3.3 Final Plans (100%), Cost Estimate and Bid Package

Final Plans (100%) and specifications shall be prepared and submitted for review including all requested changes to the plan elements and any additional details request during the City's Preliminary Plan review.

- Prepare finalized plans
- Update cost estimates
- Create bid package documents
- Submit plans to permitting agencies as required
- Develop Contract Plans, Quantities, Specifications, Contract Terms and Special Provisions

3.3.4 Utilities

In conjunction with design development, the Consultant shall:

- Coordinate with public and private utilities to analyze and present recommendations or options for consideration utility existing conditions, necessary upgrades, accommodation and relocation. (Note: Water, Stormwater, Sewer, Electric and Telecom are all City utilities. Private Telecom and Vermont Gas also exists.)

- Support the City in developing any required utility agreements/design/construction documents and permits
- Coordinate with property owners regarding access to utilities via right of way and ensure appropriate stubs are incorporated into the design.

3.3.5 Permit Coordination

The Consultant shall coordinate with the appropriate agencies regarding the need for these permits prior to the final submittal of the documents for tasks 3.3.2 and 3.3.3. Some permits may be obtained following the development of 100% final design; most agencies will want to see the detailed design plans before issuing any permits or signing off on the project. Permits may not be submitted until all requested corrections have been addressed and the City is satisfied that design issues are sufficiently resolved. Permits required for this task may include, but may not be limited to:

- Stormwater Discharge Permit
- Construction General Permit (NPDES)
- Stream Alteration Permit
- Conditional Use Determination
- Lakes & Ponds Permit
- Section 401, Water Quality Certificate
- Threatened & Endangered Species
- Section 404, US Army Corps of Engineers Permit 23
- VTrans Highway Access Permit (Title 19 V.S.A. §1111).

3.3.6 Right of Way / Easements

Prepare plans detailing land, rights and areas of permanent and temporary construction easements to support right of way acquisition as may be required by the City.

3.3.7 Bid Services

In support of project bid phase, the Consultant shall:

- coordinate and attend a pre-bid meeting
- be available during the bidding process to answer any technical questions about the project design.
- once bids are opened, the consultant will confirm that all required components of the bid have been submitted.
- conduct an analysis of the bids and will provide a recommendation to the City on award of the contract after review of the bids. The bid analysis will generally follow FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation dated January 20, 2004. This can be found at <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.cfm>.

3.4 Phase Three- Construction Administration

Oversee construction administration for the duration of the construction project and provide the City with assurances as the designer of record to work in collaboration with the resident engineer to develop as-built construction plan sets that meet the original design intent.

3.4.1 Pre-Construction Conference

Attend and participate in a pre-construction conference with representatives from the City, Contractor, and Resident Engineer.

3.4.2 Request for Information

As designer of record, provide assistance throughout construction phase including answering questions relative to the design and participating in decisions relative to field changes.

3.4.3 Shop Drawing Review

As designer of record, review and approve contractor submitted shop drawings for compliance with bid documents and design intent.

3.4.4 Site Visits

Perform periodic site visits as necessary during construction at the direction of the City to review in coordination with Resident Engineer field conditions/changes.

3.4.5 Final Inspection

Attend and participate in a final inspection conference with representatives from the City, Contractor, and Resident Engineer.

3.4.6 Record Drawings

Produce record drawings utilizing Contractor and Resident Engineer markups. Record drawings to be prepared utilizing ACAD software exported in a deliverable PDF format

4 GENERAL REQUIREMENTS

4.1 Project Development Process

Project development will follow the procedures outlined in the VTrans Project Development Manual and MAB Handbook process, as determined by the City. This is not an MAB or VTrans project, but deliverables will by default meet standards as described in these documents unless otherwise authorized by the City. In some instances, the City may determine prior public process and/or adopted documents fulfill the requirements for these processes.

Submittals may include alternative approaches to completing the work or options. Project development process and deliverables will be closely coordinated with the City's Project Manager upon the selection of the Consultant.

4.2 Federal, State, and Local Standards

The development of the preliminary and final construction documents must follow all applicable design standards including local, state and federal unless an alternative is agreed to in writing by the City. The Consultant will review applicable standards and project implications with the City prior to designing elements to which those standards will apply. The City is not adverse to seeking waivers or exceptions where warranted.

Standards which should be consulted include but may not be limited to the following:

- Draft Great Streets: Burlington Downtown Street Standards
- Vermont Agency of Transportation 2013 Town Road and Bridge Standards
- Vermont Agency of Transportation 2011 Standard Specifications for Construction
- NACTO 2013 Urban Street Design Guidelines
- Burlington 2011 Street Design Guidelines (in the Burlington Transportation Plan)
- Highway capacity calculations in accordance with the latest version of the TRB's Highway Capacity Manual
- Other documents listed in Section 6

At this time, the City does not anticipate that this project will utilize federal funding sources. However, the City wishes to preserve its ability to use federal funding sources for the future implementation of downtown capital projects if necessary and available. Therefore, the Consultant should have experience with the federal NEPA process in the event that it is necessary for the development of design and construction documents. The Consultant should be prepared to address questions on how their approach to the project development could be adjusted to meet these requirements should it be necessary.

4.3 Project Management & Record Keeping

4.3.1 Schedules

The Consultant has primary responsibility for development and maintenance of a project schedule and work breakdown. The Consultant shall submit and maintain a schedule monthly with specified

milestone dates for the project and sub-schedules for project components. The schedules must allow for necessary review periods for all parties involved with the project.

4.3.2 Meetings, Minutes & Agendas

The Consultant is also responsible for running monthly team meetings and developing agendas for team review, taking minutes and tracking tasks. Minutes shall be task, findings, and planning oriented. All materials to be distributed at a public meeting, hearing or to the City's project team shall be reviewed and approved by the City's Project Manager at least one week prior to the meeting.

4.3.3 Record Keeping

The Consultant shall maintain a file containing all correspondence and documentation pertaining to the project for seven years.

4.3.4 Invoices

The Consultant shall submit invoices for the project team, including all sub-consultants, with a written status report once each month to the City Project Manager, which shall have the right to request supplemental information to ensure appropriate project progress and expenses. Invoices will include a task-based report of amount expended to date on each major task to verify project expenses billed to the City are consistent with the project scope of work.

4.4 Deliverables

All documents and plans, in either paper or electronic format, shall be the property of the City and shall be made available upon request during and upon completion of the project, or upon termination of the contract. All electronic files related to the project upon completion, or the draft stage at termination, including report text in MS Word and PDF format, files in AutoCAD format, GIS databases, Synchro traffic analysis files, VISSIM files, etc., will be provided to the City on CD/DVD or thumb drive.

Interim and final reports will also be supplied in an editable version, such as MS Word, InDesign or Publisher (to be determined in coordination with the City's Project Manager), as well as in PDF format. Design and Engineering documents will be provided in AutoCAD format according to the VTrans requirements (www.aot.state.vt.us/CADDhelp/Default.htm).

5 PROPOSAL SUBMITTAL

5.1 Proposal Requirements

All Consultants or Consultant teams will be required to prepare a formal Proposal and potentially deliver a presentation of its content at a scheduled interview.

The proposal shall contain the following items:

5.2 Consultant Responsibilities

The City seeks Consultant teams lead by an experienced engineering design firm with a deep understanding of the critical impact of street design on the character, quality and livability of the City's public realm. The selected consultant will have experience overseeing the implementation of complex projects and the integration of all sub-consultants and disciplines into an efficient and successful project. The Consultant team will be experienced in and responsible for:

- using and following the procedures outlined in the Vermont Agency of Transportation's Project Development Manual and MAB Handbook
- team development and maintenance of the Project Schedule and ongoing tasks related to project development and communication, including running monthly team meetings, taking minutes and tracking tasks
- coordinating, running and facilitating public meetings and alternative presentation meetings
- conducting supplemental studies and reports
- conducting alternatives analyses
- recommending a preferred alignment and preparing conceptual plans
- providing and coordinating an array of expertise, design and engineering services on all elements of the plan set including streetscape and stormwater management design, submitting permits, preparing estimates at each design submission phase, testifying in hearings, and successfully carrying out all the elements of this project so that construction may commence within a timely fashion
- extensive ongoing coordination with the public, private property owners, resource agencies and possibly Vermont Agency of Transportation and/or CCRPC.

5.3 Consultant Qualifications

The Consultant selected shall demonstrate a background in practicing sustainable design and engineering approaches to improve economic, social, and ecological well-being of communities. The project team shall demonstrate well-rounded expertise in, but not limited to, the following disciplines:

- Civil, traffic and structural engineering
- Underground/above ground utility design (lighting, electrical, mechanical, telecom and water)
- Mixed-use, multi-modal street & intersection design
- Urban design / landscape architecture
- Bicycle/pedestrian facility engineering and design
- Stormwater and CSO infrastructure
- Public engagement

- Environmental compliance and permitting

The successful Consultant team shall also:

- be familiar with local, state and federal environmental laws and regulations, permit application and right-of-way acquisition processes;
- possess a demonstrated ability to conduct effective and participatory public workshops, meetings, hearings and public outreach; and
- practice project management and oversight using methods and tools consistent with the project management profession.

Key individual Consultant team member experiences and project role should be identified.

5.3.1 Technical Proposal

The technical proposal should clearly articulate the team's understanding of and approach to the required scope of work.

- Discussion of Consultant team philosophy regarding conceptual design and understanding of City's commitment to its public realm based on review of documents referenced within this RFP.
- Description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work, as outlined in this RFP, and any insights into the project gained as a result of developing the proposal.
- Scope of work including steps to be taken and the product deliverables that result from each task.
- Proposed schedule that indicates project milestones for each of the phases and overall time for completion.
- Specific discussion of how the Consultant team will integrate work in coordination with the BTC Mall Associates, LLC. Burlington City Center Team consultants and utility companies to ensure consistency between the development of the conceptual design through construction.
- Other information deemed necessary to clearly communicate the proposal.

5.3.2 Cost Proposal

The technical proposal should clearly articulate the costs required to complete each major task in the required scope of work. The proposal shall contain the following items:

- Summary of estimated labor hours of the consultant team to complete the tasks and sub tasks outlined in the scope of work; clearly identify the hours to be completed by each team member by each task.
- A composite schedule, organized by tasks and subtasks of direct labor hours and costs.
- An itemized schedule of all expenses, including labor and direct expenses according to these tasks. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant.
- Estimate of reimbursable expenses related to travel and other (list expected reimbursables) costs. Consultants will not be reimbursed for expenses related to the preparation of proposals and/or travel to participate in interviews.

- Alternate cost estimate item to perform the topographic and utility survey for Cherry Street Block 7.

5.4 Submittal Requirements

In order to be considered, all submissions must comply with the following requirements:

5.4.1 Consultant Intent to Submit

By 4 PM, December 22, 2017, all consultants, **to be considered eligible to bid**, must submit the required form Attachment A via email indicating their intent to Bid to Laura Wheelock, Public Works Engineer at LWheelock@burlingtonvt.gov and David Conger, P.E., MPM at dconger@dubois-king.com

5.4.2 Delivery of Proposals

- Proposals must be received by the Public Works Engineer by 10:00 AM, January 5, 2018 at the address listed on Page 1 of this RFP. All Proposals must be received by the City of Burlington no later than the deadline. Proposals and/or modifications received after this time will not be accepted or reviewed.
- The Proposal must be **double-sided** with no acetate or plastic covers. The Proposal must not exceed 30 sheets (60 pages as a double-sided document) and all pages should be numbered consecutively.
- All submissions must be submitted in print and electronically as a PDF. Submit three (3) printed copies along with one (1) PDF copy (CD or other digital media) in a single package. Clearly indicate on the outside of the sealed package: "Proposals for Great Streets Bank & Cherry Streets Services Due January 5, 2018 by 10 AM"
- Faxed proposals **will not** be accepted.

5.4.3 Delivery of Presentation materials

A PDF format of the final presentation materials used during the interview shall be provided to the City at the conclusion of the presentation. The presentation document must be easily printable in an 8.5"x11" format.

5.5 Other Terms

Consultant teams submitting proposals should be familiar with the City's terms and policies, including:

- The City of Burlington reserves the right to accept or reject any or all Proposals, with or without cause. All decisions related to this solicitation by the City will be final.
- The City reserves the right to negotiate or modify proposals based on tasks, or subtasks, within the constraints of identified funding sources.
- This solicitation in no way obligates the City of Burlington to award a contract.
- The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
- Costs for preparing the Proposal in response to this request are solely the responsibility of the respondent/consultant. All print and digital materials submitted as part of this proposal become property of the City and will not be returned.
- Equal Opportunity – The selection of consultant shall be made without regard to race, color,

sex, age, religion, national origin, or political affiliation. The City of Burlington is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

- Insurance Requirements—All consultant teams should familiarize themselves with and be prepared to sign an agreement containing requirements related to the standard insurance requirements for City Projects attached in **Attachment “D”**.
 - All City consultants and sub consultants shall furnish the City with a certificate of Liability Insurance as specified by the City at the time of contract. The certificate shall name the City of Burlington and any subcontractors as an additional insured for the work the contractor will be doing. Either a Certificate of Workers' Compensation Insurance OR a waiver form (hold harmless agreement) is also required. The Federal W-9 Form will be completed and returned to the City, if applicable.
 - Before commencement of work, the insurance certificates testifying to coverage of workers' compensation, public liability, property damage and automobile liability insurance shall be submitted to the City.
- Local Ordinance Compliance-- All contracts with the City of Burlington will be in accordance with all applicable Federal, State and local laws, regulations and ordinances. Respondents are encouraged to make themselves familiar with the City of Burlington's Code of Ordinances; including, but not limited to those listed below, and be prepared to sign a master on-call agreement related to these ordinances. These pre-qualifications will also apply to all subcontractors.
 - Livable Wage Ordinance: In the event a work assignment exceeds \$15,000, or when combined with other contracts within the last 12 months exceeds \$15,000, the consultant will be required to comply with the Burlington Livable Wage Ordinance and shall provide the required certification attesting to compliance with the ordinance.
 - Non-Outsourcing Ordinance: In the event that contract amounts exceed \$50,000, consultants will be required to comply with the Burlington Non-Outsourcing Ordinance, and shall provide the required certification attesting to compliance with this ordinance as a condition of executing the contract.
 - Union Deterrence Ordinance: In the event that contract amounts exceed \$15,000, consultants will be required to comply with the Burlington Union Deterrence Ordinance and shall provide the required certification attesting to compliance with this ordinance as a condition of executing the contract.

5.6 Questions

It is important that all respondents are given clear and consistent information. Therefore, **all respondents/consultants are required to submit any questions related to this project or RFP process via email**. The City of Burlington will distribute a list of questions and answers via email to all firms invited to submit a proposal; this will be sent to the primary contact as indicated in the firm's request for the RFQ.

Direct all questions regarding this RFP to Laura Wheelock, Public Works Engineer at LWheelock@burlingtonvt.gov and David Conger, P.E., City Consultant at dconger@dubois-king.com . **Both parties MUST be copied for questions to be valid. Questions will be accepted until noon on December 27, 2017** to ensure all parties have adequate time to review the answers.

5.7 Anticipated Schedule

The City has outlined the following anticipated schedule of activities related to this RFP. Consultants should acknowledge their understanding of and ability to meet this schedule in the required cover letter.

The City retains the right to change this schedule, and will notify those firms invited to participate in the RFP in the event changes do occur.

Activity	Anticipated Date
Intent to Submit Form	December 22, 4 PM
Questions Regarding RFP	December 27, 2017 by noon
Proposals Due to City	January 5, 2018 by 10 am
Interviews with Consultant Teams (if any)	Week of January 8 th
Select Consultant	January 22, 2018
Award Contract	January 26, 2018
Phase One Completion	No Later Than June 29, 2018
Phase Two Completion	December 11, 2019

6 PROJECT RESOURCES

Consultant should be familiar with the policies, plans and procedures contained in the following documents:

- Great Streets- Burlington Downtown Street Standards (Draft)
- Burlington Transportation Plan 2011
- Burlington Street Design Guidelines
- Burlington Electric Department Street Lighting Policy
- Downtown Parking & Transportation Plan (December 2015)
- Residential Parking Plan (January 2016)
- Transportation Demand Management Action Plan (Draft)
- planBTV Downtown & Waterfront (2013)
- planBTV Burlington Parks Master Plan (2015)
- planBTV Walk Bike (Draft)
- Downtown Tax Increment Finance (TIF) Plan
- NACTO Urban Street Design Guidelines 2013
- Vermont Agency of Transportation Town Road and Bridge Standards (January 2013)
- Vermont Agency of Transportation 2011 Standard Specifications for Construction
- Vermont Agency of Transportation Project Development Manual
- Illuminating Engineering Society Standards

7 ATTACHMENT "A"

Consultant Intent to Submit

This page must be signed and returned by 4 PM, December 22, 2017, all consultants, to be considered eligible to bid, must submit via email indicating their intent to submit to Laura Wheelock, Public Works Engineer at LWheelock@burlingtonvt.gov and David Conger, P.E., MPM at dconger@dubois-king.com

I acknowledge that I have read and understand all procedures and requirements of the above referenced RFP and intend to submit a proposal in accordance with the associated submission requirements.

Consultant Team: _____

Consultant Address: _____

Consultant Phone: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date: _____

8 ATTACHMENT 'B'

Understanding of Great Streets Bank & Cherry Streets RFP Procedure, Terms and Conditions

This page must be signed and returned with proposal submissions.

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

Consultant Team: _____

Representative's Printed Name: _____

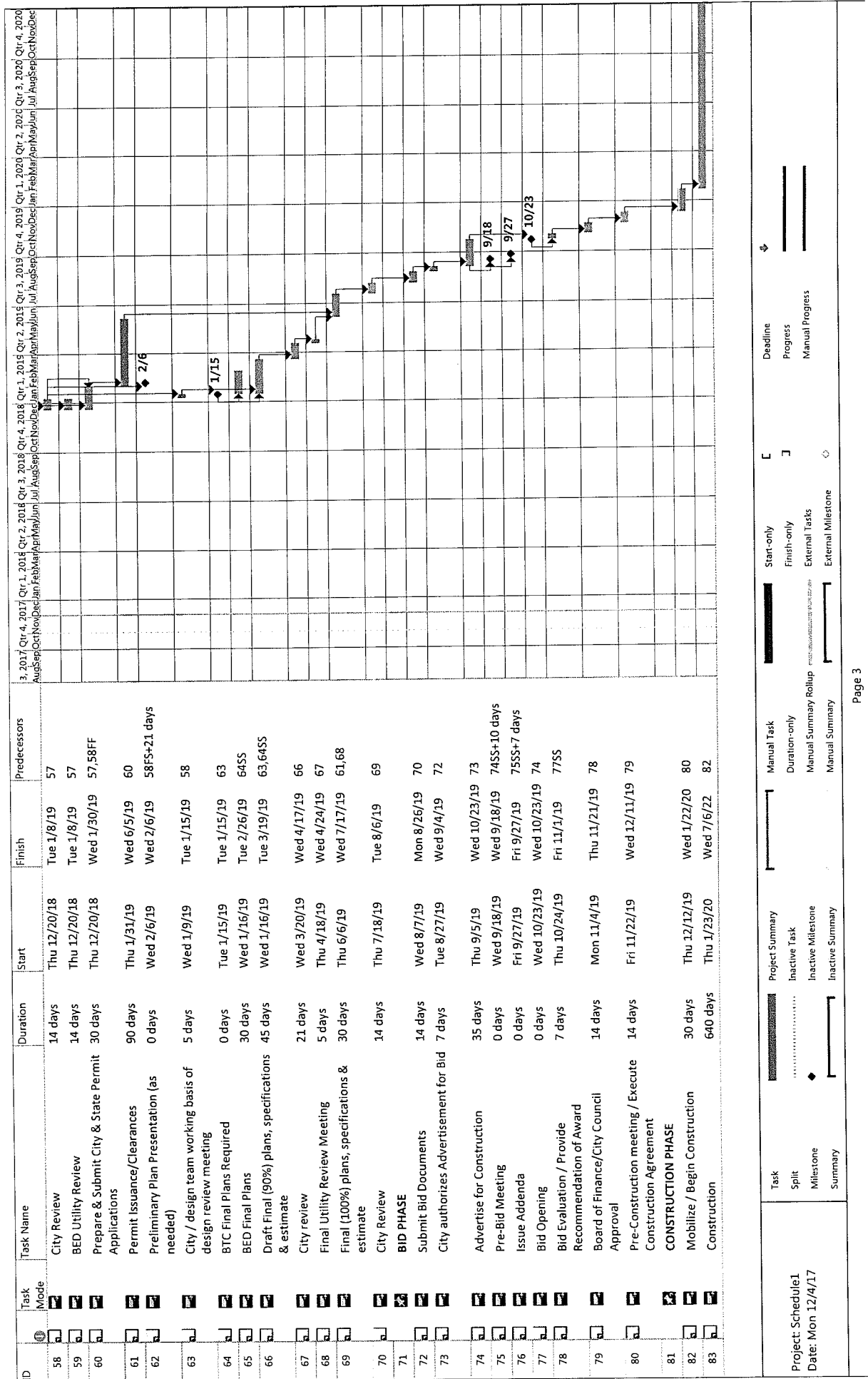
Representative's Signature: _____

Date: _____

9 ATTACHMENT “C” - CONCEPTUAL DESIGN AND CONSTRUCTION SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	3. 2017 Qtr 4. 2017 Qtr 1. 2018 Qtr 2. 2018 Qtr 3. 2018 Qtr 4. 2019 Qtr 1. 2019 Qtr 2. 2019 Qtr 3. 2019 Qtr 4. 2020 Qtr 1. 2020 Qtr 2. 2020 Qtr 3. 2020 Qtr 4. 2020
1	Task	CITY DESIGN PROCUREMENT		Mon 11/13/17	Mon 12/11/17		
2	Task	Prepare Design Advertisement	21 days	Tue 12/12/17	Fri 1/5/18	2	
3	Task	Advertise for Design RFP	19 days	Mon 1/8/18	Tue 1/16/18	3	
4	Task	City RFP Evaluation	7 days	Wed 1/17/18	Mon 1/22/18	4	
5	Task	Board of Finance/City Council Approval	4 days	Tue 1/23/18	Fri 1/26/18	5	
6	Task	Award Contract	0 days	Fri 1/26/18	Fri 1/26/18	6	
7	Task	CONCEPTUAL DESIGN (Phase One)	0 days	Fri 1/26/18	Fri 1/26/18	8SS	
8	Task	City / Design Team Kick Off Meeting	0 days	Fri 1/26/18	Fri 1/26/18	9	
9	Task	BTC Conceptual Plans Required	0 days	Mon 1/29/18	Fri 3/16/18	10	
10	Task	Initial Utility Review Meetings (BED & Private)	30 days	Mon 1/29/18	Fri 2/16/18	8SS	
11	Task	BED Conceptual Plans	15 days	Mon 1/29/18	Fri 4/6/18	12FF, 9SS, 11FF	
12	Task	Topographic Survey & Base Plan	50 days	Mon 1/29/18	Thu 4/26/18	13	
13	Task	Conceptual Plans (30%)	14 days	Mon 4/9/18	Fri 5/25/18	14	
14	Task	City Review	21 days	Fri 4/27/18	Mon 5/7/18	14FS+7 days	
15	Task	Public Comment Period	0 days	Mon 5/7/18	Wed 5/16/18		
16	Task	Public Presentation of Concept	0 days	Wed 5/16/18	Tue 5/22/18		
17	Task	Presentation to DPW Commission	0 days	Tue 5/22/18	Tue 6/12/18		
18	Task	Presentation to City Council Transp. & Utility Committee	0 days	Tue 6/12/18	Fri 6/22/18		
19	Task	City Council Packet	0 days	Fri 6/22/18	Thu 6/14/18	14FS+21 days	
20	Task	City Council	14 days	Mon 5/28/18	Fri 6/29/18	21	
21	Task	Basis of Design Document	0 days	Fri 6/29/18	Fri 6/29/18		
22	Task	Conceptual Design Deliverable to BTC Team	0 days	Fri 6/29/18	Fri 6/29/18		
23	Task	BTC Preliminary Plans Required	0 days	Fri 6/29/18	Wed 9/19/18	23SS	
24	Task	DESIGN (Phase Two)	60 days	Fri 6/29/18	Wed 12/19/18	22SS, 23SS	
25	Task	BED Preliminary Plans	125 days	Fri 6/29/18	Tue 1/8/19	26	
26	Task	Preliminary Plans & Specifications (60%)	14 days	Thu 12/20/18	Tue 1/8/19	26	
27	Task	City Review	14 days	Thu 12/20/18	Wed 1/30/19	26, 27FF	
28	Task	BED Utility Review	14 days	Thu 12/20/18	Wed 6/5/19	29	
29	Task	Prepare & Submit City & State Permit Applications	30 days	Thu 12/20/18			
30	Task	Permit Issuance/Clearances	90 days	Thu 1/31/19			
Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress							Project Schedule 1 Date: Mon 12/4/17

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	3, 2017	Qtr 4, 2017	Qtr 1, 2018	Qtr 2, 2018	Qtr 3, 2018	Qtr 4, 2018	Qtr 1, 2019	Qtr 2, 2019	Qtr 3, 2019	Qtr 4, 2019	Qtr 1, 2020	Qtr 2, 2020	Qtr 3, 2020	Qtr 4, 2020
31		Preliminary Plan Presentation (as needed)	0 days	Wed 2/6/19	Wed 2/6/19	27FS+21 days														
32		City / design team working basis of design review meeting	5 days	Wed 1/9/19	Tue 1/15/19	27														
33		BTC Final Plans Required	0 days	Tue 1/15/19	Tue 1/15/19	32														
34		BED Final Plans	30 days	Wed 1/16/19	Tue 2/26/19	33SS														
35		Draft Final (90%) plans, specifications & estimate	45 days	Wed 1/16/19	Tue 3/19/19	32,33SS														
36		City review	21 days	Wed 3/20/19	Wed 4/17/19	35														
37		Final Utility Review Meeting	5 days	Thu 4/18/19	Wed 4/24/19	36														
38		Final (100%) plans, specifications & estimate	30 days	Thu 6/6/19	Wed 7/17/19	37,30														
39		City Review	14 days	Thu 7/18/19	Tue 8/6/19	38														
40		BID PHASE																		
41		Submit Bid Documents	14 days	Wed 8/7/19	Mon 8/26/19	39														
42		City authorizes Advertisement for Bid	7 days	Tue 8/27/19	Wed 9/4/19	41														
43		Advertise for Construction	35 days	Thu 9/5/19	Wed 10/23/19	42														
44		Pre-Bid Meeting	0 days	Wed 9/18/19	Wed 9/18/19	43SS+10 days														
45		Issue Addenda	0 days	Fri 9/27/19	Fri 9/27/19	44SS+7 days														
46		Bid Opening	0 days	Wed 10/23/19	Wed 10/23/19	43														
47		Bid Evaluation / Provide Recommendation of Award	7 days	Thu 10/24/19	Fri 11/1/19	46SS														
48		Board of Finance/City Council Approval	14 days	Mon 11/4/19	Thu 11/21/19	47														
49		Pre-Construction meeting / Execute Construction Agreement	14 days	Fri 11/22/19	Wed 12/11/19	48														
50		CONSTRUCTION PHASE (Phase Three)																		
51		Mobilize / Begin Construction	30 days	Thu 12/12/19	Wed 1/22/20	49														
52		Construction	640 days	Thu 1/23/20	Wed 7/6/22	51														
53		<New Task>																		
54		BCC TEAM																		
55		DESIGN PHASE																		
56		BED Preliminary Plans	60 days	Fri 6/29/18	Wed 9/19/18	23														
57		Preliminary Plans & Specifications (60%)	125 days	Fri 6/29/18	Wed 12/19/18	56SS														



10 ATTACHMENT “D”- DRAFT AGREEMENT

DRAFT AGREEMENT
PROJECT: Great Streets-Bank & Cherry Streets

CITY OF BURLINGTON, VERMONT
CONTRACT AGREEMENT
GREAT STREETES-BANK & CHERRY STREETS

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the City of Burlington, VT, hereinafter referred to as the CITY and _____, a Vermont corporation, with its principal place of business in _____, hereinafter referred to as the CONSULTANT.

The CITY wishes to employ the CONSULTANT for Great Streets-Bank & Cherry Streets in Burlington, Vermont.

WHEREAS the CONSULTANT is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONSULTANT shall provide services necessary to ensure the successful completion of the project under consideration as set forth in Request for Proposals from the Department of Public Works dated _____ and CONSULTANT'S Response and Proposal dated _____, which are incorporated herein and made a part of this Agreement. The outcome of this work is the completion of design engineering services for the _____.

Should it become necessary for the CONSULTANT to procure sub-Consultant services, this selection will be subject to approval. It is expected that any solicitations by the CONSULTANT will include reference to the Federal Equal Employment Opportunity (Executive Order 11246), the FHWA Title VI Non-Discrimination Program, Vermont Agency of Transportation's Disadvantaged Business Enterprises Policy (CA-110) and the CITY'S Livable Wage Ordinance.

If there is a conflict in the requirements found in the documents adopted by reference in this Agreement; the provisions in the document listed higher in order shall take precedence over the provision in the documents lower on the list of Attachments in this Agreement.

2. BEGINNING OF WORK AND TERMINATION

- A. Consultant agrees to commence and complete the construction described as follows:
Great Streets-Bank & Cherry Streets, Burlington, Vermont.
- B. The Consultant will commence the Work required by the Request for Proposals on the date of issuance of the Notice to Proceed and will complete the same by _____

unless the period for completion is extended otherwise by the Contract Documents. The Consultant acknowledges that the date of beginning and the time for completion of the Work are essential conditions of the Contract Documents.

3. THE AGREEMENT FEE

A. General. The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses (including those of sub-Consultant) encompassed under this Agreement, payment at the rates specified in the CONSULTANT's response to the CITY'S request for proposals and proposal submitted dated _____.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$ _____, without duly authorized written approval.

4. PAYMENT PROCEDURES

One copy of each invoice and backup documentation for expenses shall be submitted to:

Laura Wheelock PE
Public Works Engineer
Department of Public Works
645 Pine Street
Burlington, VT 05401

Invoices may be emailed to: LWheelock@burlingtonvt.gov.

5. ATTACHMENTS

The following attachments are adopted by reference and made part of this Agreement:

ATTACHMENT A – Burlington Standard Contract Conditions

ATTACHMENT B – Insurance Certificate(s) from Consultant

ATTACHMENT C – Livable Wage Ordinance Form, dated _____.

ATTACHMENT D – Burlington Ordinance Requirements

ATTACHMENT E – Department of Public Works, Request for Proposals including Questions/Responses, dated _____.

ATTACHMENT F – Consultant's response to CITY's Request for Proposals and Proposal with itemized expenses by item, dated _____.

If a provision in a document incorporated by reference conflicts or contradicts this Agreement, then the terms of this Agreement prevail. If a provision in the Consultant's Proposal conflicts with a provision in another attachment or an appendix, then the other attachment or appendix provision shall prevail.

IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

This Agreement will be effective on _____, 2018.
(which is the Effective Date of the Agreement).

OWNER:
_____ City of Burlington _____

Signature _____

Title _____

Witness Name _____

Signature _____

Address for giving notices:

_____ 645 Pine Street _____

_____ Burlington, VT 05401 _____

Owner
Designated Representative:

Name: _____

Title: _____

Phone(s): _____

CONSULTANT:

Signature _____

Title _____

Witness Name _____

Signature _____

Address for giving notices:

Consultant
Designated Representative:

Name: _____

Title: _____

Phone(s): _____

City of Burlington ONLY:

Approved as to form and substance by the City Attorney Office:

Date

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ATTACHMENT A - BURLINGTON STANDARD CONTRACT CONDITIONS

Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AGC	Associated General Consultants of America
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
CADD	Computer Aided Drafting and Design
CES	Consultant Engineering Services
CFR	Code of Federal Regulations
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FSS	Federal Specifications and Standards
IBC	International Building Code
IPC	International Plumbing Code
NEC	National Electrical Code
SIR	Self Insured Retention
USC	United States Code
USEPA	United States Environmental Protection Agency
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated
WEF	Water Environment Association

1. INDEMNIFICATION:

The CONSULTANT will act in an independent capacity and not as officers or employees of the CITY. The CONSULTANT agrees that it shall indemnify, defend, and hold harmless the CITY, its officers, agents and employees from and against all losses and all claims, including attorneys' fees, demands, payments, suits, actions, recoveries, and judgments of every nature, and description brought or recovered against them by reason of any act or omission, intentional or negligent, of the said CONSULTANT, its agents, or employees, in the execution of the Work or performance of the services to be provided under this Agreement or in guarding the same.

CITY is responsible for its own actions. The CONSULTANT is not obligated to indemnify the CITY or its officers, agents and employees for any liability of the OWNER, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the CITY, its officers, agents or employees are notified of any claims asserted against it or them to which this indemnification clause may apply, the CITY or its officers, agents and employees shall immediately thereafter notify the CONSULTANT in writing that a claim to which the indemnification agreement may apply has been filed.

2. RELATIONSHIP:

The parties agree that the CONSULTANT is an independent CONSULTANT. To that end, the CONSULTANT shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. City shall provide the CONSULTANT with no specific instructions or training in how to provide the required services, except to the extent required by law or regulation. The CONSULTANT shall provide its own tools, materials or equipment. The parties agree that neither the CONSULTANT nor its Principal is an employee of City or any of its departments, agencies, or related entities. The parties also agree that neither the CONSULTANT nor its Principal is entitled to any employee benefits from City. CONSULTANT understands and agrees that it and its Principal have no right to claim any benefits under the Burlington Employee Retirement System, City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. The CONSULTANT agrees to execute any certifications or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested.

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

The CONSULTANT shall furnish and pay the cost, including taxes (except tax exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation, and perform all the Work required for the construction of all items listed and itemized under the Bid Schedule of the Bidder's Proposal attached hereto in strict accordance with the Plans, Specifications and requirements, general conditions and appendix which are attached hereto and made a part hereof, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

3. INSURANCE:

Prior to beginning any work, the CONSULTANT shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the CITY. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the CITY, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the CITY. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the CITY on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the CONSULTANT's actions or omissions. It is agreed that the liability insurance furnished by the CONSULTANT is primary and non-contributory for all the additional insured.

The CONSULTANT is responsible to verify and confirm in writing to the CITY that:

(a) All SUB-CONSULTANTS, agents or workers meet the minimum coverage and limits

plus maintain current certificates of coverage for all SUB-CONSULTANTS, agents or workers. SUB-CONSULTANTS must comply with the same insurance requirements as the CONSULTANT.

(b) All coverage shall include adequate protection for activities involving hazardous materials.

(c) All work activities related to the agreement shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the CONSULTANT for the CONSULTANT's operations. These are solely minimums that have been developed and must be met to protect the interests of the CITY.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by the CONSULTANT, SUB-CONSULTANTS, agents or workers, it is the CONSULTANT's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent CONSULTANTS' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, the CONSULTANT shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all SUB-CONSULTANTS and SUBCONSULTANTS carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

- (a) General. The CONTRACTOR shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:
 - \$2,000,000 - Annual Aggregate
 - \$2,000,000 - Per Occurrence
- (b) Deductibles. The CONSULTANT is responsible for any and all deductibles.
- (c) Coverage. N/A

AUTOMOBILE LIABILITY: The CONSULTANT shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:
\$1,000,000 Each Event Limit
\$1,000,000 General Aggregate Limit

COMPLIANCE WITH LAWS

4. GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

5. CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY

During performance of the Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information.

The CONSULTANT shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The CONSULTANT shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR§710.405 (b). Accordingly, all subcontracts shall include reference to the above. The CONSULTANT shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair

employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

6. CHILD SUPPORT PAYMENTS

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

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

CONTRACTUAL AGREEMENTS

- 8. REGISTRATION:** The CONSULTANT agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.
- 9. PERSONNEL REQUIREMENTS AND CONDITIONS:** A CONSULTANT shall employ only qualified personnel, for responsible authority to supervise the work. The CITY shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the CITY, during the life of the Agreement, the CONSULTANT shall not employ:

(a) Personnel on the payroll of the CITY who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.

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

The CONSULTANT warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the CONSULTANT to be paid, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to

annul the Agreement, without liability to the CITY, and to regain all costs incurred by the CITY in the performance of the Agreement.

The CITY reserves the right to require removal of any person employed by a CONSULTANT, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the CITY in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

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

The services of the CONSULTANT, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the CITY. Any authorized sub agreements shall contain all of the same provisions for and attached to the original agreement with the CITY.

11. **CONTINUING OBLIGATIONS:** The CONSULTANT agrees that if because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the CONSULTANT nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the CITY may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.
12. **OWNERSHIP OF THE WORK:** The CONSULTANT agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the CONSULTANTS, hereafter referred to as "instruments of professional service", shall become the property of the CITY as they are prepared and/or developed during execution of the Agreement. The CONSULTANT agrees to allow access to all "instruments of professional service" at any time. The CONSULTANT shall not copyright any material originating under the Agreement without prior written approval of the CITY. No publications or publicity of the work, in part or in total, shall be made without the agreement of the CITY, except that CONSULTANTS may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
13. **PROPRIETARY RIGHTS:** The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. The CONSULTANT, however, agrees to and does

hereby grant to the CITY an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.

14. PUBLIC RECORDS

The CONSULTANT understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The CONSULTANT shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

15. RECORDS RETENTION

The CONSULTANT agrees to retain, in its files, and to produce to City within the time periods requested, all books, documents, EDM, accounting records, and other evidence related to City, at any time during this Agreement and for a period of at least three (3) years after its termination. The CONSULTANT further agrees that the CITY shall have access to all the above information for the purpose of reviewing and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the CITY if requested. CONSULTANT, SUB-CONSULTANTS, or any representatives performing work related to the Agreement, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

16. APPEARANCES:

(a) Hearings and Conferences. The CONSULTANT shall provide professional services required by the CITY and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

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

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

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

(b) Appearance as Witness. If and when required by the CITY, a CONSULTANT, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the CITY. The CONSULTANT shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

17. **CHANGES AND AMENDMENTS:** No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the CITY and the CONSULTANT.
18. **APPENDICES:** The CITY may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the CONSULTANT in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the CITY as occasions may require. It is the responsibility of the CONSULTANT to ensure that they have the latest versions applicable to the Agreement.
19. **EXTENSION OF TIME:** The CONSULTANT agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the CONSULTANT for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the CITY may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the CONSULTANT and without the fault or negligence of the CONSULTANT.
20. **SETTLEMENTS OF MISUNDERSTANDINGS:** In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the City Engineer shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.
- In agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the CONSULTANT. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.
- CONSULTANT may appeal any determination regarding the contract by filing a notice of appeal by hand delivery or courier to the Local Project Manager. The notice of appeal shall specifically state the grounds of the protest. Within seven (7) calendar days of the notice of appeal the CONSULTANT must file the Municipality a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the appeal. Evidentiary statements, if any, shall be submitted under penalty of perjury. The CONSULTANT shall have the burden of proving its appeal by the preponderance of the evidence. Failure to file a notice of appeal or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to appeal the evaluation or qualified process and decisions thereunder.
21. **FAILURE TO COMPLY WITH TIME SCHEDULE:** It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work

encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

In the event the CITY is dissatisfied with the slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the CITY shall give the CONSULTANT written notice in which the CITY shall specify in detail the cause of dissatisfaction. Should the CONSULTANT fail or refuse to remedy the matters complained of within five days after the written notice is received by the CONSULTANT the CITY shall have the right to take control of the Work and either make good the deficiencies of the CONSULTANT itself or direct the activities of the CONSULTANT in doing so, employing such additional help as the CITY deems advisable. In such events the CITY shall be entitled to collect from the CONSULTANT any expenses in completing the Work.

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

- (a) Breach of Contract. Administrative remedies - the CITY reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the CONSULTANT.
- (b) Termination for Cause. The CITY reserves the right, upon written notice to the CONSULTANT, to terminate the Agreement, as of a date to be specified by the CITY, if the CONSULTANT fails to complete the designated work to the satisfaction of the CITY, within the time schedule agreed upon. The CONSULTANT shall be compensated on the basis of the work performed and accepted by the CITY at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the CITY may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a CONSULTANT, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the CITY's convenience, payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a CONSULTANT prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the CONSULTANT will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the CITY's approval. The CONSULTANT shall make no claim for additional compensation against the CITY by reason of such termination.

23. ACKNOWLEDGEMENTS

Acknowledgment of the City of Burlington's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.

OPERATIONAL STANDARDS

24. RESPONSIBILITY FOR SUPERVISION: The CONSULTANT shall assume primary responsibility for general supervision of CONSULTANT employees and his/her or their SUBCONSULTANTS for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

25. INDEPENDENCE: The CONSULTANT shall act in an independent capacity and not as officers or employees of the CITY.

26. UTILITIES: Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the CONSULTANT will counsel with the CITY, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The CONSULTANT shall inform the CITY, in writing, of any such contacts and the results thereof.

27. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the CONSULTANT will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the CONSULTANT shall conduct themselves with propriety. The CONSULTANT agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the CITY, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the Agreement. The CONSULTANT agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the CONSULTANT, the CITY shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the CONSULTANT is acting as an agent of the CITY.

28. INSPECTION OF WORK:

The CITY shall, at all times, have access to the CONSULTANT's work for the purposes of inspection, accounting, and auditing, and the CONSULTANT shall provide whatever access is considered necessary to accomplish such inspections. At any time, the CONSULTANT shall permit the CITY or representative for the CITY the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the CONSULTANT pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the CITY.

29. RETURN OF MATERIALS. CONSULTANT agrees that at the termination of this Agreement, it shall return to City all materials provided to it during its engagement on

behalf of City.

PROJECT DEVELOPMENT AND STANDARDS

30. PLANS RECORDS AND AVAILABLE DATA:

The CITY agrees to make available, at no charge, for the CONSULTANT's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

31. DESIGN STANDARDS: Unless otherwise specifically provided for in the Agreement, or directed in writing, CONSULTANT services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Agreement:

- (a) VTRANS'S latest edition of the Standard Specifications for Construction.
- (b) VTRANS'S Bridge Design Manual.
- (c) All applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals.
- (d) VTRANS'S Manual on Survey.
- (e) VTRANS'S Right-of-Way Manual.
- (f) The Highway Capacity Manual - Special Report 209.
- (g) The ANSI/AASHTO/AWS D-1.5, Bridge Welding code.
- (h) The MUTCD and Vermont Supplement requirements.
- (i) The Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
- (j) Other CITY directives and guidelines current at the time of the Agreement and as may be issued by the CITY during the progress of the design.

In case of any conflict with the guidelines referenced, the CONSULTANT is responsible to identify and follow any course of direction provided by the CITY.

32. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the CONSULTANT, shall be subject to review and endorsement by the CITY.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Agreement. Informal reviews, conducted by the CITY will be performed as deemed necessary. The CONSULTANT shall respond to all official comments regardless of their source. The CONSULTANT shall supply the CITY with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a CONSULTANT of their professional obligation to correct any defects or errors in their work at their own expense.

33. BINDING NATURE AND JURISDICTION

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This agreement shall be governed by Vermont law, and the CONSULTANT expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

PAYMENT FOR SERVICES RENDERED:

- 34. PAYMENT PROCEDURES:** The CITY shall pay, or cause to be paid to the CONSULTANT or the CONSULTANT's legal representative, payments in accordance with the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the CITY and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under an Agreement, shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

- 35. PAYMENT FOR ADDITIONS OR DELETIONS:** The CITY may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original Agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

- 36. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The CITY may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the CONSULTANT or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the

CONSULTANT, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

- (a) Fixed Price. By a price that is not subject to any adjustment on the basis of the CONSULTANT's expenses experienced in performing the work. The CONSULTANT is fully responsible for all costs and resulting profit or loss.
- (b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- (c) Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the CITY, and no claim shall be valid unless so ordered.

The CONSULTANT agrees to maintain complete and accurate records, in a form satisfactory to the CITY for all time devoted directly to same by CONSULTANT employees. The CITY reserves the right to audit the records of the CONSULTANT related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the CONSULTANT until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the CITY. Any claim for extension of time, which may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

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

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

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

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

- b. **Materials.** The Consultant shall receive the actual cost including freight charges (both as submitted on original receipted bills) for all materials furnished and used. **Ten** percent shall be added thereto for overhead, profit and any other costs incurred in supplying the materials. Vermont sales tax shall not be included.
- c. **Equipment.** The Consultant will be reimbursed as described below. Equipment that is used shall be specifically described by year, manufacturer, model number, and any other information required to identify the appropriate hourly rate in the Rental Rate Blue Book published by Equipment Watch ("Blue Book"). In the event the Consultant elects to use equipment of a higher rental value than equipment suitable for the work, payment will be made at the rate applicable to suitable equipment.
 - i. **Consultant Owned Equipment.**
 - 1. **Ownership Costs.** The Consultant will be reimbursed for its ownership costs for self-owned equipment at the rates agreed to before the work begins. These rates shall be on an hourly basis and shall not exceed the monthly ownership rates listed in the current Blue Book divided by 176. The rates will be adjusted for depreciation as computed and published in the Blue Book rate adjustment tables, but will not be adjusted as recommended on the Blue Book regional adjustment maps. The rates for ownership costs will be total reimbursement to the Consultant for all non-operating costs of the equipment, including depreciation, insurance, taxes, interest, storage, overhead, repairs, and profit. The maximum duration for reimbursement in a day shall not exceed eight hours unless the equipment actually is operated for more than eight hours on a particular day, in which case the rate shall be paid for all hours the equipment actually worked on that day.
 - 2. **Operating Costs.** The rates for operating costs include fuel, lubricants, other operating expendables, and preventative and field maintenance. The Consultant will be reimbursed the amount derived as the product of the number of hours of actual use multiplied by the Blue Book estimated operating cost per hour. Operating costs do not apply to equipment idle time. Operating costs do not include the operators' wages. Except as otherwise provided, the rates to be used for computation shall be those in effect at the time the force account work is performed as reflected in the applicable publication of the Blue Book.
 - 3. In the event that an ownership cost rate and/or an operating cost rate is not established in the Blue Book for a particular piece of equipment, the Engineer shall establish a rate(s) for that piece of equipment consistent with its costs and expected life. The Consultant shall make no charge for small tools that are considered as having a replacement value of less than \$500.
 - ii. **Rented Equipment.** In the event the Consultant does not own a specific type of equipment and must rent, the Consultant will be reimbursed the

actual cost for the equipment, as submitted by invoice, for the time that the equipment is used to accomplish the work. Vermont sales tax shall not be included. The Agency reserves the right to limit the hourly rate to the maximum amount allowed by Blue Book in the event that the prime Consultant is a subsidiary of, or has a close affiliation to, the firm supplying the rented equipment.

- iii. Maximum Amount Payable. The maximum amount of reimbursement for the ownership cost of Consultant owned equipment or the rental cost of rented equipment is limited to the original purchase price of the equipment.
- iv. Equipment Downtime. No rental cost or operating cost will be paid for downtime for either rented equipment or Consultant owned equipment.
- v. Transportation Costs. The Consultant will be paid for the reasonable documented cost of transporting both Consultant owned and rented equipment to the work location and back to its original location or a new location if the cost is less.

ATTACHMENT C – BURLINGTON ORDINANCE REQUIREMENTS
PROJECT: Great Streets-Bank & Cherry Streets

CITY OF BURLINGTON

10.

revised version

In the Year Two Thousand Thirteen

An Ordinance in Relation to

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

ORDINANCE
Sponsor: Councilors Mason,
Bushor, Paul: Ordinance Com.
Public Hearing Dates _____
First reading: 09/23/13
Referred to: Ordinance Committee
Rules suspended and placed in all
stages of passage: _____
Second reading: 10/21/13
Action: adopted
Date: 10/21/13
Signed by Mayor: 10/30/13
Published 11/06/13
Effective: 11/27/13

It is hereby Ordained by the City Council of the City of Burlington, as follows:

That Chapter 21, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 21-80 through 21-87 thereof and adding new Sections 21-88 and 21-89 thereto to read as follows:

Sec. 21-80. - Findings and purpose.

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

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

OFFENSES AND MISCELLANEOUS PROVISIONS–
ARTICLE VI - Livable Wages

Sec. 21-81. - Definitions.

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

- a) Contractor or vendor is a person or entity that has a service contract with the City of Burlington ~~primarily for the furnishing of services (as opposed to the purchasing of goods)~~ where Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. ~~A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.~~
- (b) Grantee is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants ~~administered by the city~~, including any contractors or subcontractors ~~grantees~~ of the grantee, that exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period.
- (c) Covered employer means the City of Burlington ~~(except that the Burlington School Department shall not be considered a covered employer)~~, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.
- (d) Covered employee means an "employee" as defined below, who is employed by a "covered employer," subject to the following:
 - (1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington funded by the city, notwithstanding that the employee may be a temporary or seasonal employee;
 - (2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the city City of Burlington is a "covered employee."
- (e) Designated accountability monitor shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

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

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

(gh) Livable wage has the meaning set forth in section 21-82.

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

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

Sec. 21-82. - Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage ("Livable Wage") ~~as established under this article no less than:~~

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OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least ~~nine dollars and ninety cents~~thirteen dollars and ninety four cents (\$~~13.949.90~~) per hour on the effective date of the ~~amendments is to this article [Dec. 19, 2001]~~.

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least ~~eleven dollars and sixty eight cents~~fifteen dollars and eighty three cents (\$~~15.8341.68~~) per hour on the effective date of ~~the amendments to this article [Dec. 19, 2001]~~.

(3) ~~Tipped covered employees and other ee~~Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all ~~wage an hourly wage~~ which, when combined with the other compensation, will at least equal the Livable ~~Wage~~ as established under this article.

(b) The amount of the ~~L~~ivable ~~W~~age established in this section shall be adjusted by the chief administrative officer of the city, as of July ~~1st~~first of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two-bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the joint fiscal office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two-bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to the first day of May preceding any such adjustment and prior to the first day of May of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by ~~publishing a notice in a newspaper of general circulation, by posting a written notice in a prominent place in City Hall, by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information an address of record to the chief administrative officer, by notice written letter to each such covered employer. However, once a Livable Wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.~~

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

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

Sec. 21-83. - Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article ~~[Dec. 19, 2001]~~. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

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

Sec. 21-84. - Enforcement.

(a) ~~The City of Burlington shall require, as a condition of any~~ Each service contract or grant covered by this ~~article section,~~ shall contain provisions requiring that the affected-covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this ordinance. confirming payment of a livable wage as a condition of entering into said contract or grant. The affected-covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The affected-covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from receipt of the City of Burlington~~city's~~ request.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

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

(1) verification of an individual employee's compensation.

(2) production of payroll, health insurance enrollment records, or other relevant documentation, or

(3) evidence of proper posting of notice.

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

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

(i) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;

(ii) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;

(iii) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their legitimacy; and

(iv) - To refer credible complaints to the City Attorney's office for potential enforcement action under this article.

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

(ed) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the City Attorney's office within one (1) year after the alleged violation. The City Attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsections (c), (f), or (g) below, the City Attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

officer appointed by the City Attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the City Attorney's office and the covered employer.

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

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

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

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

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

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

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

(iii) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or of \$50 for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

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

(v) Reasonable attorneys' fees and costs.

(g) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

Sec. 21-85. - Other provisions.

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

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

(~~b~~c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection 21-85(~~e~~d), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(~~e~~d) Notwithstanding subsection 21-85(~~b~~c), where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

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

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

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

Sec. 21-86. - Exemptions.

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

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

A covered employer or grantee granted an exemption under this Section 21-86 may reapply for an exemption upon the expiration of the exemption.

Requests for exemption may be granted by majority vote of the City Council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee board of the city City of Burlington shall first consider such request and make a recommendation to the City Council. The decision of the City Council shall be final. shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.

Sec. 21-87. - Severability.

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

Section 21-88. Annual Reporting.

On or before April 15th of each year, the City Attorney's office shall submit a report to the City Council that provides the following information:

Page 10

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

An Ordinance in Relation to

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

Sec. 21-89. Effective Date.

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

- * Material stricken out deleted.
- ** Material underlined added.

ln\Blackwood\c: Ordinances 2013\Offenses & Misc. Provisions, Article VI – Livable Wages, Sections 21-80 - 21-89
9/18/13; 10/16/13; 10/21/13

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6 Green Tree Drive
South Burlington, VT 05403
(802) 878-7661
dconger@dubois-king.com

ENGINEERING • PLANNING • MANAGEMENT •

FROM: David Conger, P.E.
Municipal Project Manager

TO: RFP Holders

CC: Laura Wheelock
Kirsten Merriman-Shapiro

RE: Burlington Bank & Cherry Streets RFP
Response to Questions No. 1
Deadline modified to January 5th @ 2:00PM

Date: December 26, 2017

The following are responses to RFP holder Questions:

1. We recognize the importance for the project schedule to maintain the proposal due date as January 5, 2018. Can the time be changed from 10A.M to proposals due by 2:00P.M.? This will allow for an additional day of proposal preparation with printing and shipping during this shortened holiday week.

Extension of the proposal deadline to 2:00 PM is acceptable.

2. Please confirm that the following will NOT count towards the total page count:
 - i. Covers and Section Dividers
 - ii. Table of Contents
 - iii. Attachment B – Understanding of Great Streets Bank & Cherry Streets RFP Procedure, Terms and Conditions

The above will not count against the total proposal page count.

3. Is Phase Three – Construction Administration required as part of the Cost Proposal, or just Phases One and Two?

The cost proposal should incorporate all three phases.

4. Does the City plan to engage another entity or team for the construction inspection of this project?

Construction inspection of the project will occur. The City has not made a determination on how those services will be performed and/or obtained, but they are not a subject of this RFP.

5. In Section 4.4 Deliverables, the RFP states that “Design and Engineering documents will be provided in AutoCAD format according to the VTrans requirements”. Currently VTrans uses only MicroStation. Are deliverables expected to be in AutoCAD, or can MicroStation be used to align with VTrans requirements?

Provide deliverables in AutoCAD format. The preparation and layout of project documents should be in general conformance with VTrans/MAB format for familiarity only.

6. In Section 3.3.2 Preliminary Plans, the RFP states that “Specifications shall be prepared in CSI format”. Are CSI formatted specs required for this project or can the specifications be based on VTrans/MAB requirements?

CSI formatted specifications will be required to coordinate work with BCC consultant design documents.



6 Green Tree Drive
South Burlington, VT 05403
(802) 878-7661
dconger@dubois-king.com

ENGINEERING • PLANNING • MANAGEMENT •

FROM: David Conger, P.E.
Municipal Project Manager

TO: RFP Holders

CC: Laura Wheelock
Kirsten Merriman-Shapiro

RE: Burlington Bank & Cherry Streets RFP
Response to Questions No. 2
Deadline modified to January 5th @ 2:00PM

Date: January 2, 2018

The following are responses to RFP holder Questions:

1. Task 3.3.2 Preliminary Plans mentions' "signalization and staging" What specifically is anticipated for signalization or signal work?

The following signalization work shall be required as part of this project.

St. Paul and Cherry Street Intersection: The existing signal at this location shall be modified to account for the new southern St. Paul intersection leg. Phase One – Conceptual Design work shall incorporate review and confirmation of the intersection geometry as well as conceptual signal phasing plan. Conceptual design shall be coordinated with the BTC consultants. Phase Two – Bid Documents shall NOT incorporate signal design work for this intersection.

Battery Street and Cherry Streets Intersection: The streetscape modifications shall require adjustment to the existing pedestrian sidewalk and crosswalk geometry. Signal pole and/or actuation locations shall be updated to ensure ADA accessibility requirements. Additionally, an updated signal phasing plan shall be prepared for this intersection. This signal work shall be incorporated in all project phases.

2. Under task 3.3.4 Utilities, is it correct to assume all utility upgrade designs and plans will be provided by the utility owner and will be incorporated in the project plans?

Consultant shall be required to coordinate ALL utility work to determine existing and proposed conflicts and phasing. This work shall be performed in coordination with the respective utilities. Utility surveys shall identify existing utilities including existing utilities proposed to be put underground on Bank Street. Consultant design and permitting shall incorporate communications ductbanks for undergrounding work along Bank Street, street lighting layout design, upgrade of stormwater sewer systems to address street modifications as well as Great Street stormwater

management standards, and minimal water and sanitary sewer design to address street modifications (such as hydrant or valve modifications). Water system work shall be coordinated with DPW Water Resources planning efforts to reline portions of the existing Bank and Cherry Street water systems. Stormwater modifications shall anticipate a Great Streets typology that incorporates a narrowing of the street.

Consultant shall NOT be required to design communications wiring, street lighting electrical, primary electrical and/or gas systems.

3. Section 5.3.1 Technical Proposal, indicates providing a proposed schedule that includes milestones. Since a detailed schedule was provided in the RFP is one required in the consultant's technical proposal?

Confirm project milestones as indicated in the RFP or propose schedule modifications to ensure project delivery.

4. Section 5.4.2 Delivery of Proposals indicates the proposal must not exceed 30 sheets (60 pages as a double sided document). Are resumes included in this page count?

Resumes will not count against the proposal page count.

5. We would like to clarify that if we are included as part of a team in the response for the Great Streets - Bank & Cherry Streets - RFP to provide independent constructability reviews of design plans, that our firm would still remain eligible for resident engineering / construction inspection services during the construction phase of this work.

The design team prime consultant and/or subconsultants are NOT eligible to participate in resident engineer or inspection services on this project.

6. Does work for the Burlington Town Center preclude eligibility on the Burlington Bank & Cherry Streets RFP.

No.



Proposal

Great Streets Bank & Cherry Streets Services Burlington, Vermont

January 5, 2018

MarketStreet Lynnfield: an 85 acre mixed-use "lifestyle center"





55 Green Mountain Drive
South Burlington VT US 05403-7824

January 5, 2018

Ms. Laura Wheelock
Public Works Engineer
Department of Public Works
645 Pine Street
Burlington, Vermont 05401

Re: Proposal for Great Streets Bank & Cherry Streets Services

Dear Ms. Wheelock,

This transformative project requires a consultant team with energy, commitment, and competence. A team that knows how to design with community in mind because they will be using these streets on a regular basis to walk, drive, bike, shop, eat, park, hang-out, or ride the bus. A team who is committed to the City. A team that has a deep desire to ensure that the City not only meets their obligations with the Burlington City Center developer, but also meets their obligations to the community at-large. We are that team. The following describes why we are that team.

Energy, Commitment, and Competence. The team assigned to this project has just completed design on a \$20 million downtown streetscape improvement project in Waterbury. They are well-versed on every facet of design required for this project and excel in working on transformative and engaging projects such as this one. They are available for the next major assignment. The project manager, Greg Goyette, is experienced engaging with large groups of stakeholders and will bring the energy necessary to bring this project to completion. He understands that a key component to keeping infrastructure project costs low is completing the project efficiently and on-schedule.

Design with Community in Mind. Project team members, including our subconsultants, regularly use Cherry and Bank Streets for everyday life. Our landscape architects and engineers know what's at stake and will develop a design that complements the use of these streets. We have brought in nationally recognized experts to assist with the streetscape concept design and have a diverse and deep talent pool of engineers to move the concept into a well-constructed and robust City destination. Once this project is constructed, we want to be proud of what we helped the City accomplish.

Our Approach. Given the schedule commitments for this project, the City cannot afford to backtrack. Our approach is to move efficiently through conceptual design process using the draft Great Streets – Burlington Downtown Street Standards, work already completed by the Burlington City Center developers, input received through stakeholder engagement, and constant communication with the Municipal Project Manager (MPM). The result will be a well-defined concept that is backed with defensible decisions. This will setup the 100% design phase well for moving efficiently through utility relocation, environmental permitting, right-of-way acquisition, and engineering. Details of our approach are contained in the enclosed proposal.

In closing, we are the right team to help the City complete this project. We have a strong personal connection, we are aligned with City and community needs, and we have the local and national talent available to make Cherry and Bank Street truly great. We urge the City to give great consideration to our team.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Greg Edwards, PE
Principal-in-Charge
Phone: (802) 497-6398
greg.edwards@stantec.com

Greg Goyette, PE
Project Manager
Phone: (802) 497-6403
greg.goyette@stantec.com

3 ATTACHMENT "B"

Understanding of *Great Streets Bank & Cherry Streets* RFP Procedure, Terms and Conditions

This page must be signed and returned with proposal submissions.

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

Consultant Team: Stantec Consulting Services Inc.

Representative's Printed Name: Greg Edwards

Representative's Signature: 

Date: January 5, 2018

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Cover Letter

Attachment B

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Consultant Qualifications

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind.

We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe.

Expertise and Qualifications

The City of Burlington has worked closely with our South Burlington-based transportation, infrastructure, and environmental staff. Additional to that, many of our other relevant service areas and expert staff were approved consultants qualified to provide "Consulting Planning, Design, and Real Estate Development Services" under an on-call contract. Many of the same leadership and technical staff would apply to the specialization required for the Great Streets Initiative.

Our multidisciplinary team prides itself on being able to handle complex, multi-phased projects while managing large teams like the one we propose for this project. The below highlights the qualifications of our internal specialty groups and topic experts.

Stantec's Urban Places Group (UPG)

UPG produces innovative yet achievable plans that build communities of lasting value for all stakeholders. We help clients capture the rising demand for urban living to build places where

people want to live, work, learn and play. A clear-eyed view of market opportunities shapes every recommendation (the achievable side of our plans), and rich visual imagery helps generate excitement about moving ahead.

Stantec formed the UPG around the visionary urban designers who helped build award-winning practices at Goody Clancy and The Lawrence Group. Our 40 professionals help clients tackle the most complex urban issues, and one key to our success lies in an unconventional structure. As a specialized practice, we maintain the focus and responsiveness of a boutique firm. As a leading multidisciplinary design/engineering firm, we can buttress our own urban design approach by calling on field-leading experts in disciplines from environmental remediation to complete streets transportation planning to retail brand development.

With a clear focus and a unified interdisciplinary approach, the Urban Places Group is helping communities across North America develop visions and plans to chart a path to greater livability, equity, and sustainability.

Streetscape Design/Landscape Architecture and Complete Streets

Streetscape projects are about instilling character and creating community one block at a time. In our landscape practice we design these projects to embrace the principles of green infrastructure, active design, aesthetics, parking and multimodal transportation – all essential components in the implementation of complete streets.

Locally, our landscape architects have provided planning and design services for many of our streetscape and transportation engineering projects. Some of which include Church Street and St. Paul Street improvements as well as the recent Main Street crosswalk projects, in Burlington and Garden Street in South Burlington.

On a larger scale, our in-house Complete Streets expert, Mike Rutkowski (a born and raised Burlington native!) is a Board Member of the National Complete Street Coalition. Our team has led and designed award-winning streetscape and complete streets projects that relate to the Burlington's downtown aspirations. The recent honor of "Project of the Year" ITE for Six Forks Complete Streets project is a key example of our recognition in this aspect of community design and development.

Green Infrastructure/Stormwater

We have a great deal of experience in the planning and design of green stormwater infrastructure in the Northeast. In addition, we have relevant site/civil engineering experience with the "great streets" concept, as the City of Philadelphia recently published their own standards for streetscape design (called "Complete Streets"). Members of our team also contributed to the Philadelphia Water Department's 2008-10 and 2011-14 Stormwater Guidance Manuals, during employment with the City, prior to joining Stantec.

In addition to that experience, we are currently working on a project for Hudson County updating their stormwater management guidelines. The goal of this update is to push developer's towards more green practices, both on private property and in the public right of way.

Locally, in the last several years, our South Burlington team has developed and maintained the complex stormwater management program for the Burlington International Airport and has completed stormwater design and improvement services for the City of Burlington, including Englesby Brook as well as for the Champlain Parkway. For the City of South Burlington, we have participated in stormwater improvements as part of the EPA funded project for Redesigning the American Neighborhood in conjunction with the University of Vermont Rubenstein School of Environmental Science. This project included extensive stormwater improvements that are projected to remove over 6 tons of sediment from receiving streams. It has been a great opportunity to serve our local community and contribute to a better environment while also providing us the experience and expertise needed to assist Burlington with its own Great Streets initiative.

Civil, Traffic & Structural Engineering

Our local transportation civil and traffic design team is both consistent in delivery of on-time/on-budget projects while helping communities make informed decisions about traffic innovations. An example of this is our quick, 10-month design and installation the first Adaptive Traffic Control (ATC) in Vermont at the VT Route 2A/289 interchange in Essex, VT. Drivers found significant improvements in their commute upon project completion.

For structural engineering, our lead team member alone has worked on hundreds of transportation structures, including over 50 in Vermont alone, through his 30+ year career. This depth of Vermont experience means we can deliver services and projects that meet VTrans protocols with ease, speed, and quality.

Utility Design

With more than 50 years of local experience on complex urban reconstruction projects, utility relocation design and coordination is our expertise. Experience has proven, utility design goes hand-in-hand with maintenance of traffic. This was the case with the recent services we provided for the City's roundabout at Shelburne and Willard Streets and with our Waterbury Main Street design.

Environmental Compliance & Permitting

Our depth of local relationships and knowledge of current regulatory parameters enables us to deliver compliant project solutions that move through regulatory approvals and permitting processes with ease. This is critical to implemented projects, but it also adds a wealth of resources to our technical planning and design staff who will be helping the City make informed decisions about design that are compliant and have the ability to easily stay compliant as regulatory/permitting processes change over time.

Similar Project Experience

We've been working on projects across the State as far back as 55 years ago. We're invested in Burlington and its surrounding communities because we're a part of it. Some of our recent local and relevant projects are included on the following pages.

Main Street Downtown Revitalization, Waterbury, Vermont

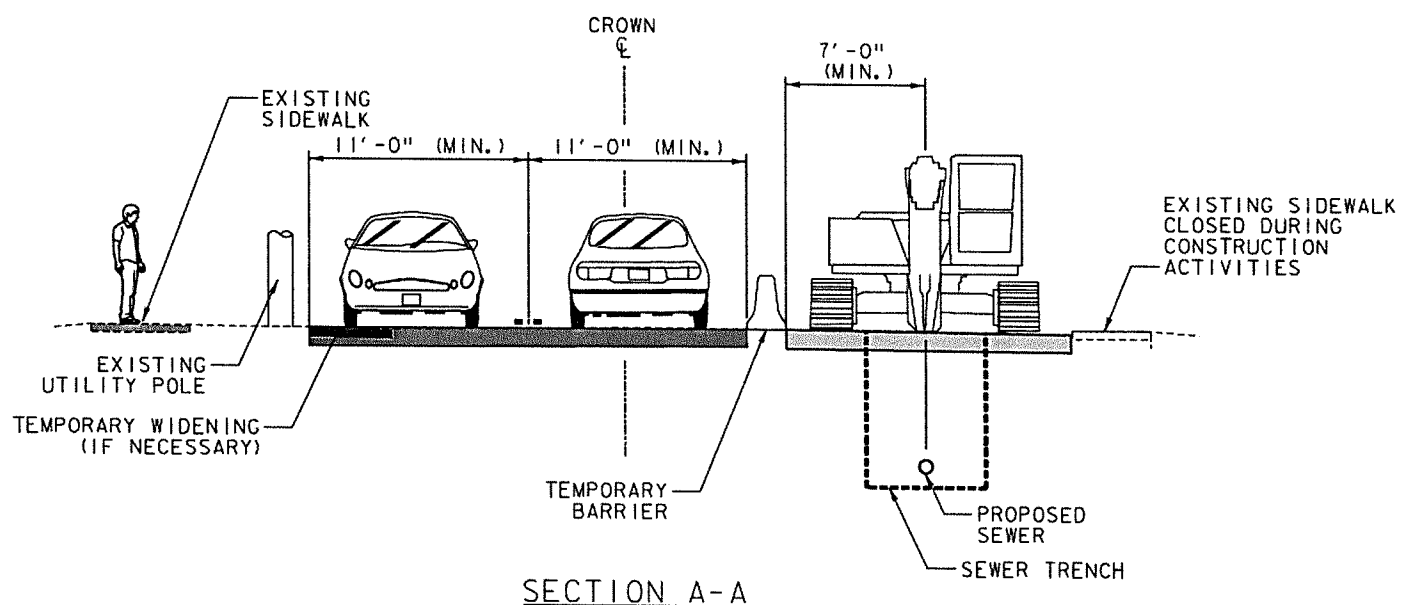
Enhancing the Vermont Village feel of Waterbury's business district, while being responsive to community concerns and minimizing impacts to day-to-day life, was a challenge that required a highly skilled team. This one-mile crumbling roadway required reconstruction and the community considered this time as ideal to make transformative improvements, especially after being devastated by Tropical Storm Irene in 2011.

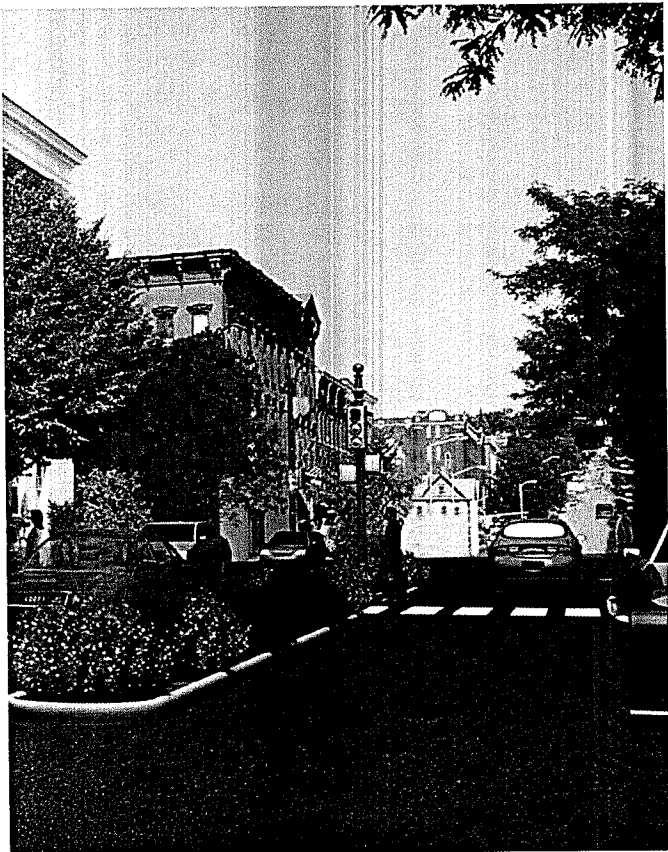
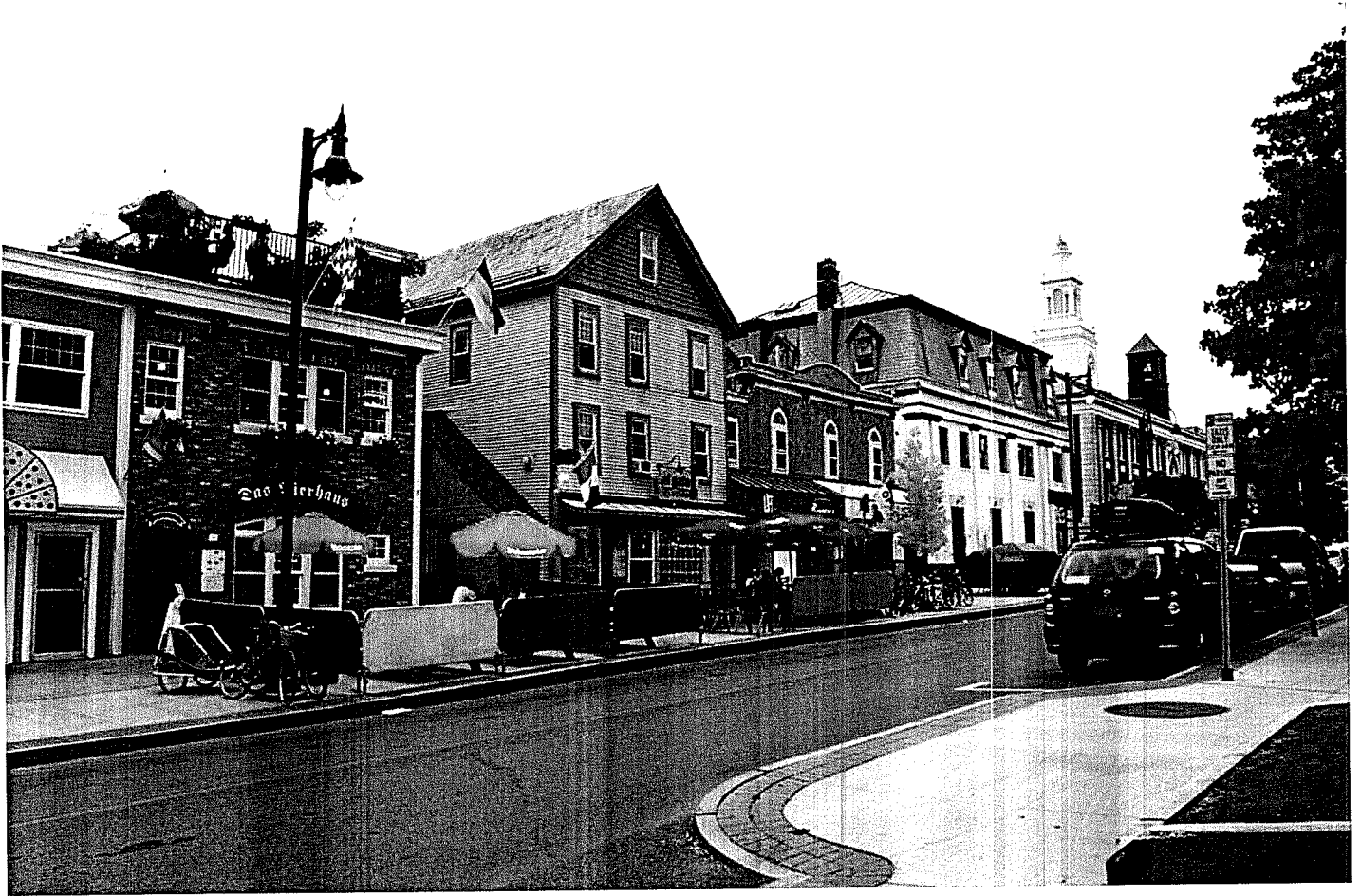
Stantec's team was up for the challenge. We were called upon to work closely with VTrans staff and the Waterbury community to successfully complete the engineering for this project. Our team conducted significant public outreach, including multiple public meetings and one-on-one meetings with property owners to understand community needs and discuss project impacts. Multiple project stakeholders, including the Waterbury State Office Complex developers, were engaged to address

project logistics such as utility relocation routing, water and sewer infrastructure impacts, historic resource constraints, hazardous materials mitigation, streetscape design including pedestrian scale lighting, landscaping, way-finding, parking and business impacts, and traffic maintenance during construction to name a few. A constructability review was completed to identify and communicate potential risks to the community during construction. This community outreach effort allowed Stantec to carefully craft a set of plans and bid documents that puts a high priority on minimizing the construction impact to businesses, residents, pedestrians, motorists, and the community at-large.

The result of this effort will be a transformative public works project that has the support of the community and project stakeholders. Construction will begin in 2018.

Typical section developed for motorist and pedestrian traffic management during construction of sewer main along Main Street in Waterbury..





Church Street and St. Paul Street Improvements, Burlington, Vermont

The Church Street and St. Paul Street Improvements project demonstrates Stantec's experience in designing roadways within Burlington's downtown core. Both roadway segments are contiguous to the current project study area.

Stantec's designs allowed for the removal of unsightly, overhead signal mast arms along Main Street replacing them with attractive signal posts located beside rather than above the roadway. This not only enhanced signal visibility for pedestrians but cleared views down Main Street to Lake Champlain and the Adirondacks. Other notable design elements which improved the pedestrian experience included:

- Textured walkways and crosswalks to better define pedestrian travelways;
- The introduction of public art, benches and plantings to draw Marketplace visitors to destinations along Lower Church Street and St. Paul Street as well;
- Narrowed roadways and wider sidewalks to accommodate outdoor seating; and,
- Strategically placed curb extensions to shorten pedestrian crossing distances.
- Coordinated with Burlington Electric Department on their lighting design and integrated it with streetscape and traffic signals.

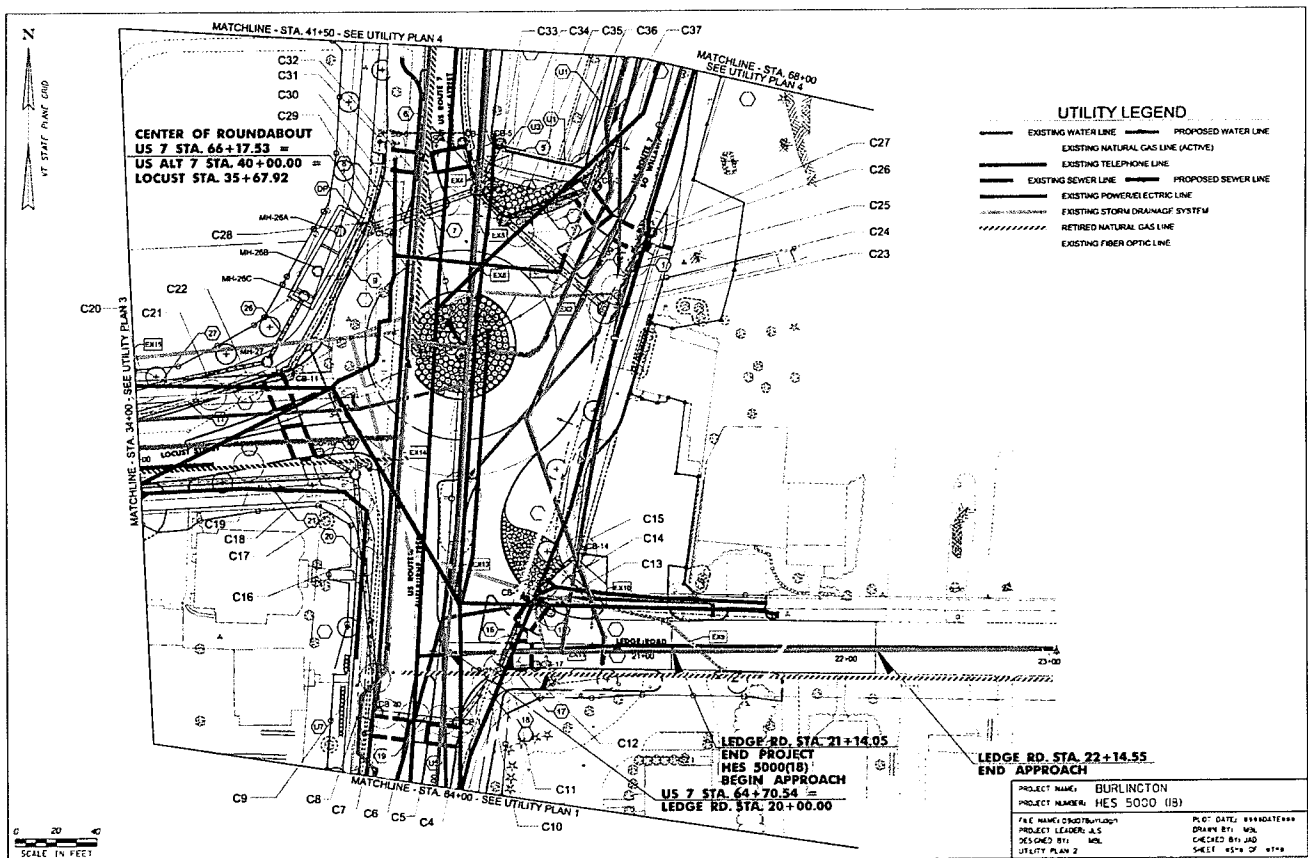
The improvements were well received with some area restaurants using the wider sidewalks to install outdoor dining areas within days of project completion.

Developing the construction plans required Stantec participation in public hearings/workshops and more personalized interactions with multiple stakeholders. For example, many conversations were held with representatives of the Flynn Theater as opportunities to provide a mid-block crosswalk on Main Street between the theater's main entrance and City Hall Park were considered. The Flynn also weighed in on the design to the extent that improvements along one roadway segment affected access to theater loading docks. Of course, regular meetings occurred with the Burlington Department of Public Works (DPW) which managed the project. DPW's direction ensured that design plans were developed consistent with City standards. Given that State and Federal funds were used for project construction, we were also responsible for compliance with State (VTrans' Project Development Manual and LTF Handbook) and Federal design standards.

Our involvement in these street improvements continued past the design phase into the implementation phase. We prepared a project construction cost estimate and assisted the City in soliciting and evaluating bids. (All five bids received were within 11 percent of our estimate of probable project cost.) Our team also provided construction phase services reviewing shop drawings, addressing contractor questions and conducting field inspections of completed work.

←

**Top; Bottom Left; Right: Church Street Improvements;
Side Streets off the Church Street Master Plan;
Church Street and St. Paul Street Improvements.**



Existing utilities underground requiring relocation for roundabout construction at intersection of Shelburne and South Willard Streets.

Roundabout at Shelburne and South Willard Streets, Burlington, Vermont

How does a community go about major intersection reconstruction along a principal arterial roadway while maintaining mobility for 19,000 vehicles per day? The short answer is thoughtfully using input from engineers that understand intersection design, construction, and traffic management.

The proposed roundabout will transform what is currently a confusing, unpredictable intersection into one that will be safer, and more predictable and accommodating to pedestrians and bicyclists. Before doing so however, the City of Burlington and VTrans needed to solve what can be best described as a Rubik's Cube of logistics. An underground maze of utilities needed to be relocated while maintaining existing utility services, providing a safe work zone for the contractor, and without grid-locking traffic through this area of the City. Stantec's expertise was considered a perfect fit to solve this puzzle. Stantec worked closely with

VTrans and affected utility companies to first identify potential conflict points between the proposed improvements and existing utilities, then used data collected through a subsurface utility engineering effort to carefully design utility relocation routing, while considering maintenance of service, construction work zones, and traffic. A traffic management plan was then developed to identify construction sequencing, peak traffic hour work requirements, potential detour routes, and other traffic management strategies that could be deployed to keep traffic moving through and around the intersection.

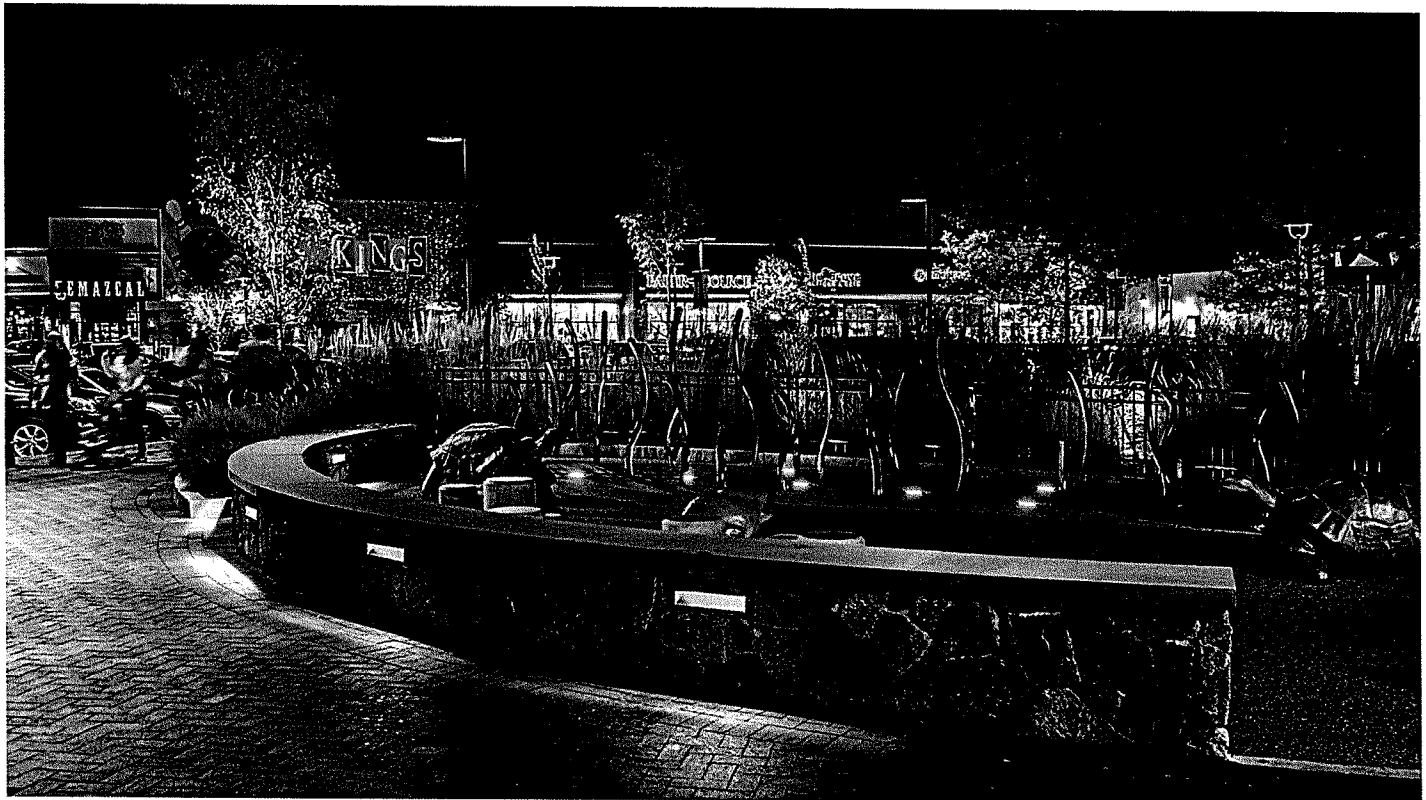
Stantec presented the relocation routing and traffic management plans to VTrans and City staff, and gained support for the proposed approach. Because of this effort, the City and VTrans has moved the project into the right-of-way acquisition phase.

Market Street, Lynnfield, Massachusetts

The design objective was to develop a site plan that fuses the spirit of a traditional New England downtown with the surrounding natural meadow environment, while creating a new kind of "Town Center" within the Town of Lynnfield. By strategically promoting pedestrian circulation along Market Street - the backbone of the site design - the streetscape is vividly activated, as well as two prominent public spaces: "Market Square" and "The Green." A vibrant, unique sense of place within MarketStreet has been accomplished through the re-imagined New England Main Street, Town Green and Square. Reedy Meadow significantly contributed to MarketStreet's sense of place, by inspiring the landscape architects to not only reflect the aesthetics of the marshland throughout the landscape, but also incorporate the functionality of a wetland system into the site. A multidimensional approach to stormwater management was achieved through the use of structural and nonstructural treatment methods such as rain gardens and vegetated detention basins, filtering stormwater, making it safe to recharge groundwater supply systems.

MarketStreet is, in fact, a "new kind of Town Center," successfully bringing the community of Lynnfield together within a unique place that not only provides the conveniences of a modern lifestyle center, but also celebrates and protects its natural resources. According to the developer, the landscape architect "challenged us to stray from a typical retail design and embrace one that reflected the natural setting, and we love the results. As you drive in the entrance, the meadow gives it a distinct and unique character that has come to define the success of the project."

Since completed in 2013, MarketStreet is constantly packed with visitors. They not only shop, dine and play, but have the opportunity to experience the beauty and benefits of Reedy Meadow echoed within the designed landscape areas and throughout the protected open space.



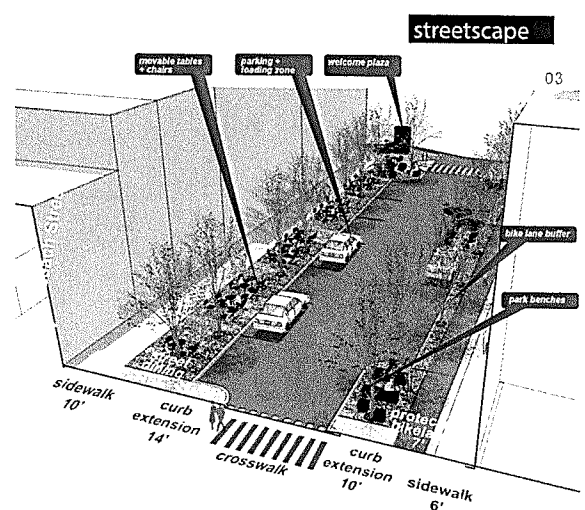
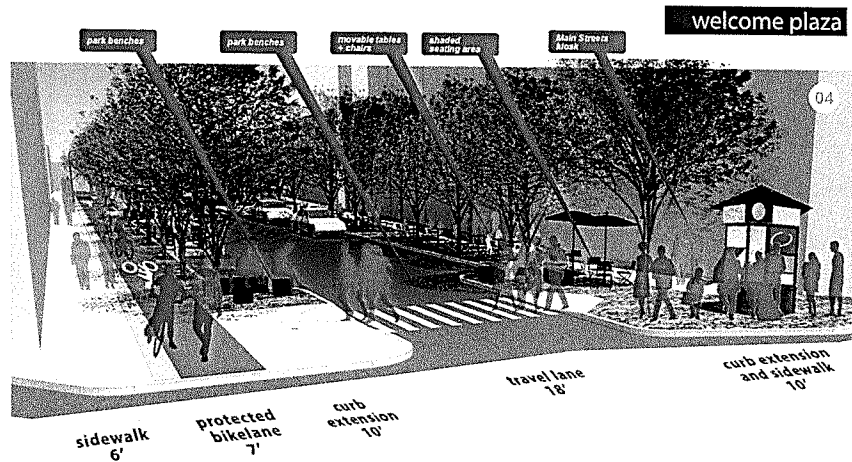
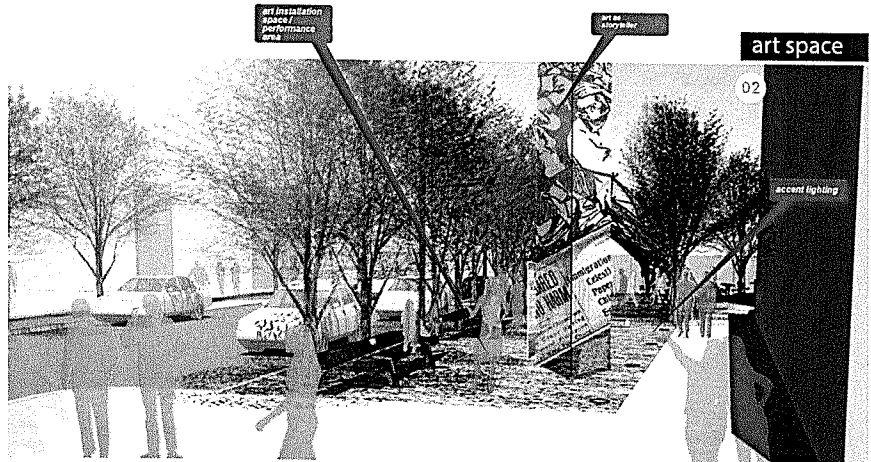
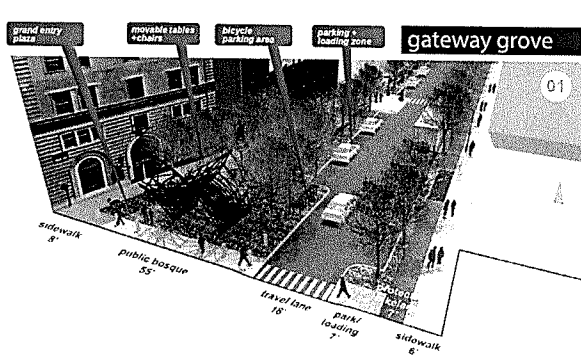
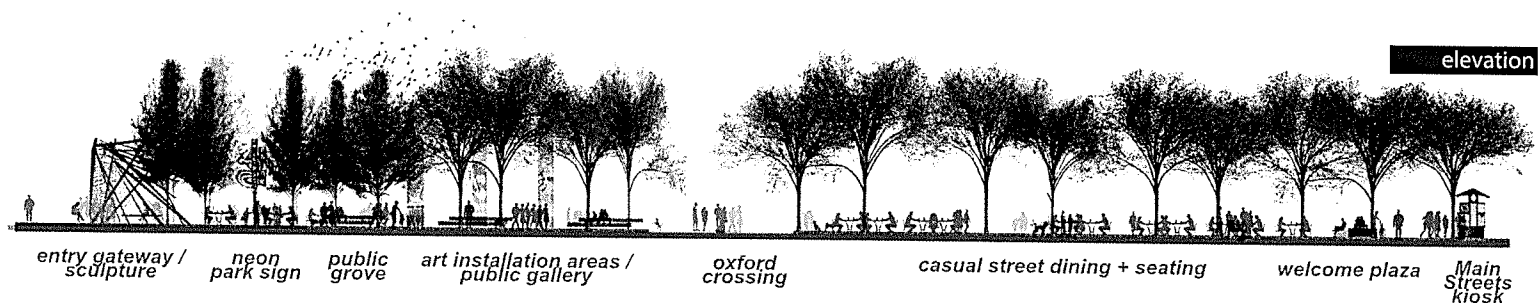
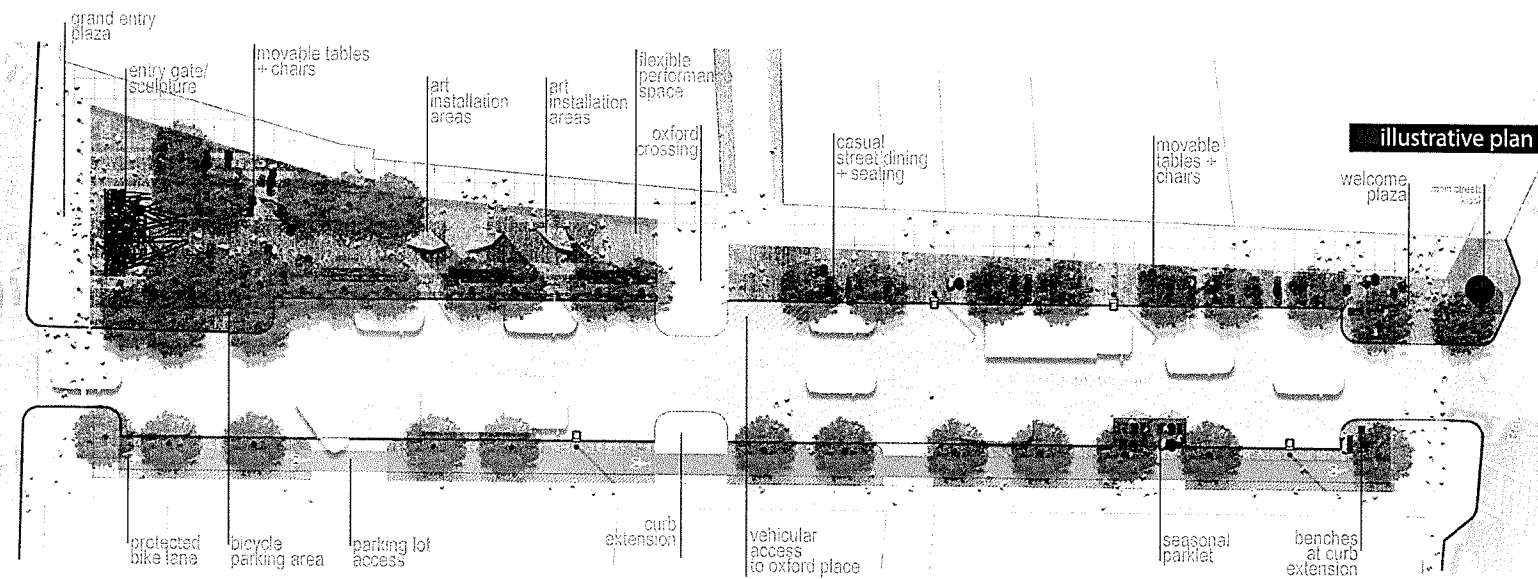


Phillips Square Park, Boston's Chinatown, Massachusetts

Working for A Better City, and the City of Boston's Transportation Department, our team of landscape architects partnered with Stantec's Urban Places Group to provide design visioning for Chinatown's Phillips Square. The vision was presented to the community in two parts; a "Long Term Plan" which consisted of a full park design (seen on this spread) and a "Short Term Plan" (seen in the following pages) which was a tactical urbanist approach that would act as a "trial park," testing the success of a potential park space.

This design proposal positions Phillips Square as an active gateway and a dynamic destination point within Chinatown by transforming an oversized roadway and underused infrastructure into a lively and distinctive network of public spaces. Directly informed by Chinatown's rich heritage, the design

addresses community social and cultural needs. On the Essex Street end, a unique architectural "gateway" element anchors the space and marks a key entry into the neighborhood. On the Beach Street end, an informational kiosk serves both residents and visitors. The park space between these two points acts as a flexible, ever-changing platform for art and technology that will distinguish Phillips Square as a unique destination for experiencing interactive installations that celebrate Chinatown's past, present, and future. Additional features include a protected cycle track; a dramatically upgraded streetscape with widened sidewalks; and pedestrian amenities such as café seating and parklets in front of dining establishments.



Placemaking with Phillips Square, Boston, Massachusetts

As mentioned in the previous pages, this portion of the visioning for Chinatown's Phillips Square was a tactical urbanist approach that would act as a "trial park," testing the success of a potential permanent park space.

A simple toolkit of paint, planters, bollards, and furniture can quickly spark many of the long-term design's cultural and placemaking goals. This short-term design intervention for Phillips Square will act as a "trial park" for Chinatown's grand vision for Phillips Square. Creating a vibrant urban space filled with art, culture and social interactions will show the value in Phillips Square's reuse and prompt the investments needed to make a

permanent park a reality. Key features include a fully widened pedestrian zone established with colorful paint and bollards; shaded seating and gathering areas at the "grove" and along the "streetscape" built with trees-in-planters, café chairs and tables; and a protected cycle track demarcated with paint and bollards. Programming this space with community-designed art installations and interactive exhibits will be vital to making Phillips Square Park a success and securing it as a hub for arts and culture in Boston's growing infrastructure.



Organization Chart



Note: Resumes of our team members can be found in the Appendix.

Team Leadership and Project Team



Serving as Principal-in-Charge, **Greg Edwards, PE** will be responsible for all contractual and administrative matters. He will ensure Stantec's corporate commitment to the City of Burlington and that sufficient staff resources are always available during the course of the project.

Greg has over 25 years of experience managing urban street projects including the reconstruction of Burlington's Main Street through the UVM campus. Greg's management technique focuses on execution and includes facilitating decisions, documenting action and maintaining the necessary follow up communication. These are key ingredients to maintain a project schedule. Technology plays an important role in his project management and project communications. Greg utilizes Microsoft Project to establish and track project progress. It describes the project development process with task duration, interdependency and sequence. Capabilities of this project management software include tracking project progress and illustrating its influence on subsequent tasks and the project schedule.

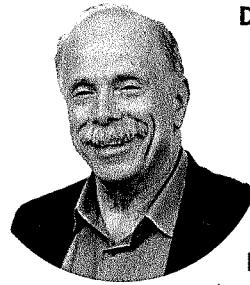


Greg Goyette, PE, will be the Project Manager. He is committed to seeing this project through to construction and will be responsible for overall coordination of Stantec's team. Greg has worked on numerous roadway and intersection improvement projects over

his 16-year career at Stantec. His focus areas include urban roadway reconstruction, intersection design, bicycle/pedestrian facilities, stormwater treatment and management systems, and traffic management during construction. He has been involved in all phases of project development from scoping to construction on a numerous complex transportation projects including the proposed roundabout at the intersection of Shelburne Street and Saint Paul Street in Burlington and the Main Street Downtown Revitalization in Waterbury. Greg and his teams have provided excellent technical support to our clients in Vermont and is well-versed on the major design elements of this project including streetscape design and engineering,

utility relocation, stormwater treatment, traffic management during construction, bicycle and pedestrian facilities, and community engagement. Greg's major assignments are wrapping up and he will bring the level of energy and commitment necessary to move this project into construction within the time-frame required by the City.

Lead Urban Streetscape Designers



David Dixon, FAIA leads Stantec's Urban Places Group (UPG), a specialized practice that helps communities thrive by harnessing the growing North American demand for urban living. Based in Boston, the UPG produces transformative plans for cities

and suburbs seeking to enhance livability, equity, and sustainability for their residents. David has led a wide range of significant projects in North America for public, private, and institutional clients. Areas of specialization include planning for the creation of new suburban downtowns; integration of new growth into existing urban neighborhoods; innovation-district plans; and downtown master plans designed to make smaller cities more economically competitive.



With over 22 years of private and public sector national experience, **Jason Schrieber, AICP** provides transportation planning and design skills with a unique ability to balance municipal needs, institutional goals, and

community priorities. He has worked on dozens of downtown multi-modal and complete streets infrastructure improvements installed by cities, land developers, colleges, and non-profits—always in complicated outreach environments. His understanding of dimensional requirements, design principles, and best practice guidance makes him a valuable resource for conceptual planning efforts, especially where coordination with active stakeholders is essential. Recent efforts successfully installed include a one-way to two-way conversion in Lowell MA, a complete street state route design in Northampton, MA, and a road diet in Somerville MA, with others in final design in places as varied as Baton Rouge, Denton Texas, and Milwaukee Wisconsin.



As Complete Streets Lead, **Mike Rutkowski, PE, AICP** is one of the firm's leading specialists in sustainable transportation solutions and Complete Streets integration. His expertise includes system-level bicycle and pedestrian plans, multimodal crash and safety

studies, Complete Streets projects, multi-use trail design, and policy development. In highly relevant work, Mike led Stantec's efforts on the Complete Streets Typology Inventory and Assessment for the City of Rochester, Minnesota, the Six Forks Complete Streets Corridor Improvement project for the City of Durham, North Carolina, and the University Avenue Complete Streets Improvement Plan, for the City of Morgantown, West Virginia, to name a few.

Subconsultants



Providing
Landscape

Architecture and Streetscape Design, **SE Group** is a strategic planning, permitting, and design firm. Their staff are seasoned and multi-disciplinary, including strategists, planners, landscape architects, economic analysts, designers, environmental experts, and community engagement specialists. SE Group's Landscape Architecture Studio has developed the insight that comes from deep experience in working with diverse constituencies, in fragile environments and challenging conditions. Their design work is rooted in their love and appreciation of beautiful outdoor spaces, and the knowledge that their work is part of a bigger picture, a larger design, and the daily life of a greater community—for today, and for generations to come.

During the concept design phase, SE Group will provide local review and assistance to our national urban design experts. They bring unmatched local streetscape experience to our team, while facilitating efficient and close coordination with the BTC development, as they are their landscape architect. In that role, they are already familiar with Great Street Design Standards, and their involvement will insure consistency amongst the various street blocks. Many of the details and specifications developed for the BTC project and other Burlington Great Streets projects will be readily applied to this project.

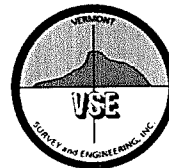
HARTGEN

ARCHAEOLOGICAL ASSOCIATES, INC.



Handling Historic & Archaeological Assessments for the project, **Hartgen**

Archaeological Associates has grown to become the largest privately-owned cultural resource management firm in the Northeast and a recognized leader in the field. The company provides a full range of archaeological and historical services which help clients to comply with the requirements of Section 106 of the National Historic Preservation Act, the National Environmental Policy Act, and Vermont Act 250. Hartgen has extensive experience conducting cultural resource projects for federal, state, municipal, and private clients, ranging from sensitivity screenings, Phase I documentary and field surveys, Phase II site examination studies, to Phase III site mitigations, and architectural history studies. With a staff of 25, Hartgen has the size to manage numerous projects concurrently and the flexibility to respond to urgent requests. Hartgen is based on a flexible corporate structure that allows for the most efficient use of staff under varied and changing circumstances.



Incorporated in 1982, **Vermont Survey and Engineering, Inc.** will provide Survey for this project. Their surveying services include geodetic control and topographic, hydrographic, boundary, ALTA/

ACSM and construction layout surveys. They have trained and experienced personnel and professional quality equipment to provide Global Positioning System (GPS) data acquisition on geodetic control projects. On other projects, robotic total stations and data collectors are utilized allowing field data to be quickly downloaded to office computers and further processed using the appropriate software. Information can also be uploaded to the collector to facilitate layout work. VSE can place up to six survey crews in the field, with crew members averaging more than ten years of experience.



Founded in 1955, **KCI Technologies** will provide Subsurface Utility Engineering services. KCI is a 100-percent employee-owned engineering, consulting and

construction firm serving clients throughout the United States. KCI has extensive resources for all aspects of Subsurface Utility Engineering (SUE) and Utility Coordination. They have full-time technical staff working every day to map existing utilities and analyze impacts and engineer resolutions involving utility companies throughout the United States.

This technical staff includes utility coordinators and engineers who work daily with DOTs, local municipalities and utility companies to identify and resolve utility conflicts in accordance with project requirements. As a current provider for on-call SUE services for multiple departments of transportation, municipalities, and utility companies, KCI offers a strong team that will deliver the full spectrum of accurate SUE overhead and underground mapping and utility coordination in accordance with Great Streets, Burlington Downtown Street Standards.

The Johnson Company  Assisting with Hazardous/Development Soils, **The Johnson Company's (JCO)** long-standing positive relationship with the Vermont Department of Environmental Conservation and extensive understanding of Vermont's environmental regulations, particularly the Brownfields Program, evolving soil management laws, and Petroleum Cleanup Fund makes JCO the perfect candidate to serve as a resident environmental expert for this project. As the resident expert, JCO will act as the environmental liaison to all project stakeholders to

anticipate and navigate environmental challenges in an efficient manner. Specifically, JCO will use our extensive knowledge of local, state, and federal environmental compliance laws to assist with project permitting and assess environmental conditions to determine feasibility and develop innovative methods to manage these conditions concurrently with construction in a manner that is compliant and cost efficient. JCO has specific understanding of the National Environmental Policy Act (NEPA) and federal requirements to perform environmental reviews and assessments, as needed.

JCO places a premium on careful, creative, and thoughtful work. They also pride themselves on making the experience for the client as transparent as possible, by providing timely and meaningful communication with the intent of eliminating "surprises". In addition to the technical aspects of environmental assessment, remediation planning, and management, JCO recognizes the importance of community involvement; clients have commended our ability to explain complex findings in ways the general public can understand.



Walkable Channelside
Drive: Master Plan &
Design Standards, Tampa,
Florida



Technical Proposal

Our Approach

The Stantec team is thrilled to have the opportunity to bring its extensive local and national experience to the table in Burlington. Not only do we admire the planning and design efforts that Burlington has undertaken in recent years, we are highly-attracted to endeavors like the Great Streets Initiative because they represent efforts by entire communities to focus on re-shaping the overlooked “front doors” of our communities: our streets.

For far too long, a street's sidewalks, curbs, and travel lanes have been treated simply as conduits for vehicles—mostly automobiles. Whether the car is welcomed or reviled, an enormous percentage of America's vital downtown space has been dedicated to either moving people very inefficiently in single-occupant cars or storing their unoccupied vehicles, parked in places that could be far more valuable as productive uses. Great walkable downtown grids have become dominated by car movement and storage, relegating the people they are intended to serve to a narrow sidewalk or crosswalk if they dared leave their vehicle. Even in places like Burlington where the number of walkers and bikers may often exceed drivers in many parts of downtown, the space dedicated to cars is tremendously imbalanced. The Great Streets Initiative's greatest accomplishment will be to rebalance space more sustainably, efficiently, and productively, better embracing the “front door” that streets serve for nearly every use in Downtown Burlington.

Our design approach focuses first and foremost on the essential unit of a downtown: it's people. Rather than designing from the perspective of accommodating vehicles—be they cars, bicycles, buses, or pedestrians—we instead focus on the users of our streets: people; how do people want to engage with their front doors, visit the multiple destinations of downtown, and interact with other people essential to daily commerce, entertainment, recreation, and vitality. One of the most important lessons we can bring to street design is understanding the motivations of the users of our streets. No matter how efficient walking, biking or transit may be compared to the space needs of the automobile, few will seek to leave their cars if the street environment is uncomfortable, unsafe, poorly lit, not well-protected, or involving unnecessary delays or diversions. Some of the greatest financial

and demand-management incentives to get people walking fall prey to unaccommodating or unfriendly streetscapes. Stantec wants to be a part of re-making Burlington's streets into the welcoming front doors that some—but not all—represent today.

Burlington already has some great streets, and a great amount of effort has been put into the development of Burlington's Street Design Guidelines for re-making other streets. The Guidelines reflect some of the best national approaches to accommodating multiple modes of travel while re-introducing the vital green canopies lost years ago. Our team whole-heartedly embraces these Guidelines and hopes to implement them successfully on Cherry and Banks Streets. However, success is not assured by simply applying a template; success is only possible with an understanding of how streets will be used, and the best source of that intelligence comes from the streets' users themselves. Therefore, our approach emphasizes understanding the needs, values, and desires of abutting land owners, tenants, residents, employees, and regular transit-riders, drivers, bikers, and walkers. Our scope of work seeks to add an additional round of conceptual design with key stakeholders that use each street before diving in a second time with the broader stakeholder to test solutions and arrive at consensus designs. We seek to overturn every concern before spending the extra time needed to develop detailed designs. This extra up-front effort actually helps to keep overall design development costs down and community consensus high. The following scope of work emphasizes this community-first approach to designing great streets.

Proposed Scope of Work

Stantec is committed to completing the City's scope of work on time and on budget. To accomplish this, while we agree with the overall scope of work as laid out in the Request for Proposals, our experience has taught us that several valuable additions will help to reduce potential delays and make a more complete product. In particular, we recognize that involving key stakeholders and the public early in the design process helps to identify common goals, overcome potential pitfalls, and most importantly, create broader consensus over a proposed solution. To that end, we remain committed to each task and sub-task described in the RFP but have enhanced certain sub-tasks as explained below. We are amenable to further modifications as requested by the City and its key partners.

3.2 Phase One: 30% Conceptual Design

Task 3.2.1: Project Schedule

Scope: In conjunction with key internal stakeholders at the City and BCC, Stantec will prepare draft then final project schedules for Phases One and Two. The final schedule should take into consideration the continued involvement of these stakeholders and incorporate regular updates to the Public Works Commission and others as needed.

Approach: We like to think of clients as professional colleagues that we work with constantly rather than bosses we check in with now and then. To that end, we would weave the key internal and external stakeholders identified by the City into a tight collaborative routine of coordination calls and regular meetings to maintain close conceptual and technical exchange. We also like to establish a regular reporting schedule with the City's project manager—our experience suggests weekly coordination calls are effective to maintain a project's momentum and keep it on schedule.

Key stakeholders to be engaged will be identified at the project kickoff meeting. A draft graphical concept design and interview questions will be prepared that will help keep stakeholder discussions focused on identifying needs influencing the conceptual design. We recommend that project abutters including the Burlington City Center developers be engaged initially to understand their concerns before reaching out to the other internal stakeholders. Upon meeting with project abutters, we will refine the graphical concept and then meet with the other internal stakeholders. After these meetings have occurred and been documented, we will meet with the City's MPM and staff to agree upon changes required to the draft concept design and then proceed with the conceptual alignment, profile, and cross-sections. This process will eliminate any unnecessary backtracking and redesign of the concept. Moving up these key subtasks in the schedule will help the City meet the overall time-frame better.

Deliverables: Kick-off meeting; draft and final detailed project schedules; subsequent coordination calls and meetings; weekly project management call.

Task 3.2.2: Topographic and Utility Survey

Scope: The project team will conduct a full topographic ground survey of Cherry Street and Block 6 of Bank Street (with Block 7 as an add alternate) in accordance with VTrans standards. This includes underground utility locating services; available record drawings, sketches, and as-builts from property owners; utility poles and overhead lines; and field resolution of survey conflicts with utility owners.

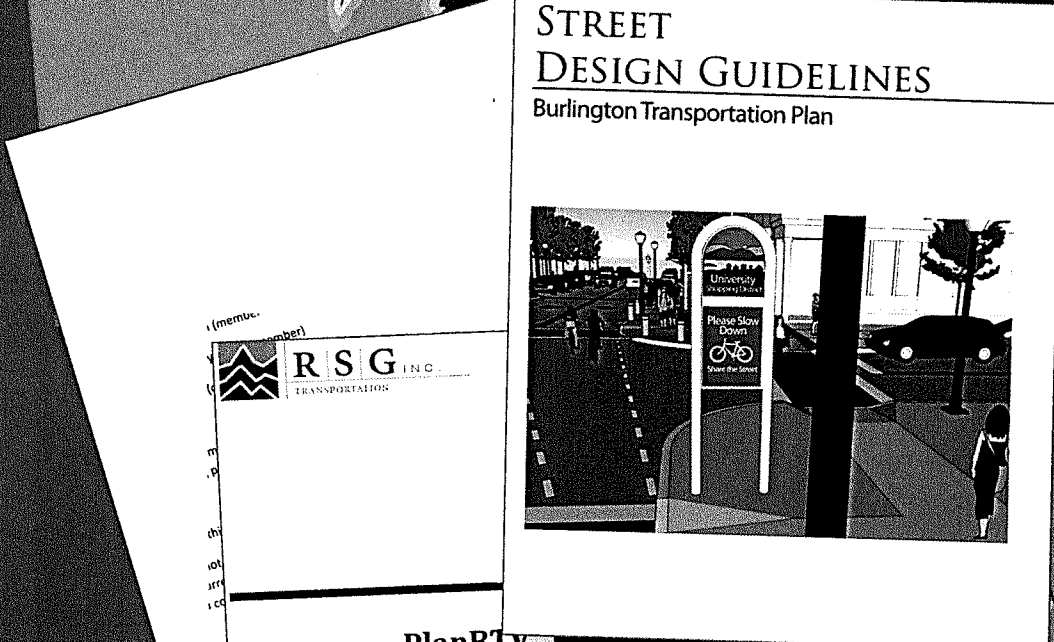
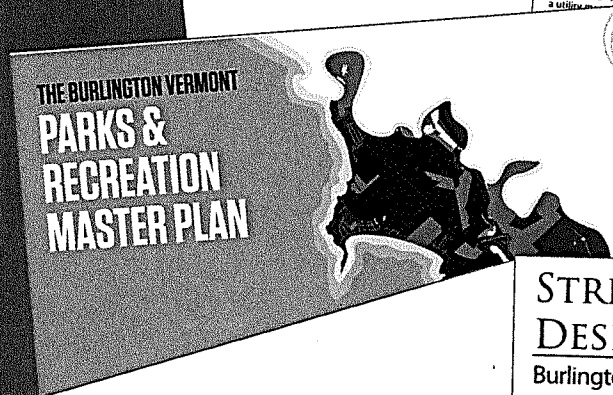
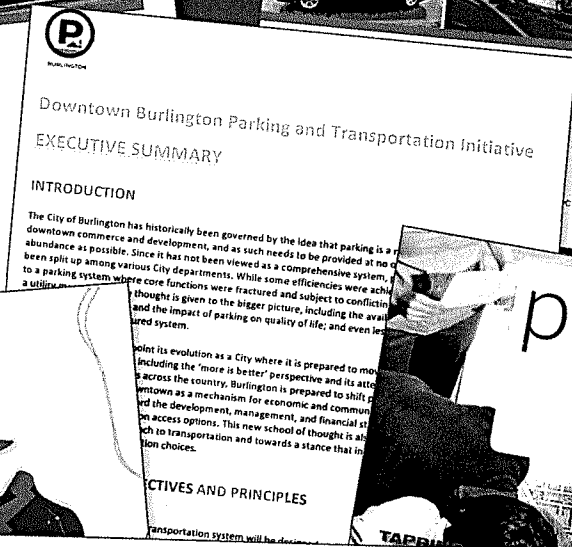
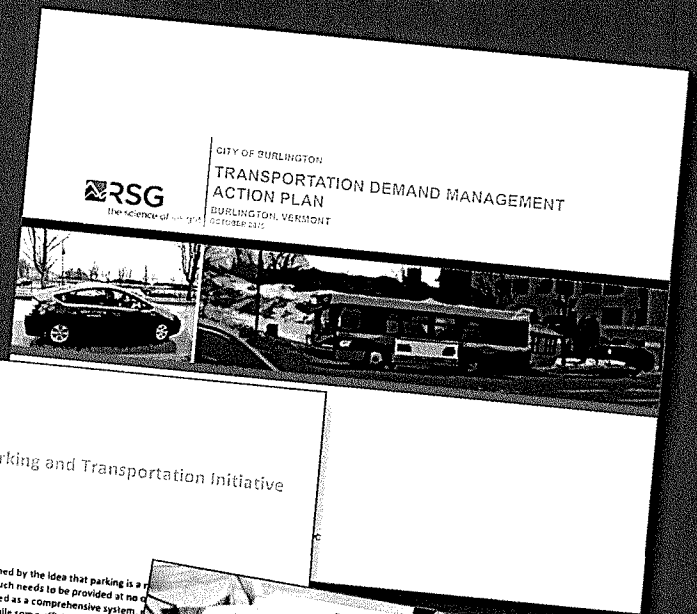
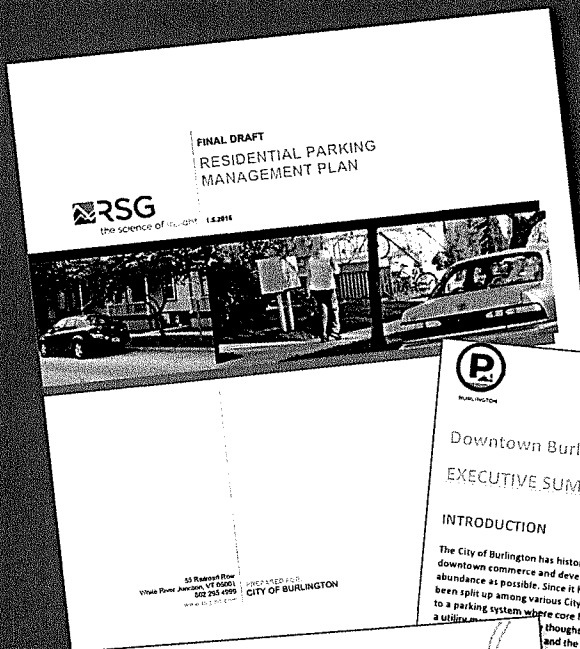
Approach: Based on our prior successful teaming experiences, we have included Vermont Survey and Engineering Inc. (VSE) for field survey services and KCI technologies, Inc. (KCI) for utility location services. We have worked with VSE for over 25 years and recently worked with KCI on Burlington's Shelburne Street roundabout. KCI's effort in particular will be critical in understanding location of underground infrastructure. This is important so that the reconstruction of the street and utility relocations can be carefully thought out in terms of maintaining existing utility services to project abutters while maintaining access through the work zone for people who need it. Disregarding this step can lead to significant risk to the City during construction via redesign and change orders if existing utilities are in direct conflict with proposed infrastructure.

VSE specializes in field survey that complies with VTrans standards. They will conduct a topographic and utility survey and develop a site plan of existing conditions for Blocks 1, 2, 3, 4, 7, and 8 as shown in the RFP Figure 1: Phase One Limits. All surveying activities will be conducted under the direction and supervision of a Vermont Licensed Land Surveyor.

KCI specializes in Subsurface Utility Engineering (SUE) and will provide the following SUE services on this project:

During Phase 1

- Quality Level D (QL-D) - Records and Information research, collection and review.



- KCI will conduct appropriate investigations to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
 - KCI will collect applicable records and review for evidence of the existence and approximate location of existing involved utilities.
 - KCI will compile and present the data by transferring information on all involved utilities to appropriate plan sheets as directed by the client/owner. During this process KCI will exercise professional judgement to resolve conflicting information. KCI will indicate, where possible, utility type and ownership, date of depiction, line size, number of jointly buried cables and encasement.
 - For reference only. Quality Level C (QL-C) - (to be completed by other team member) Topographic survey of existing surface features of subsurface utility facilities or systems. I.e. valves, hydrants, man hole, vault and catch basin covers, telecom and electric drop locations, etc. Also included in this item would be survey of storm and sanitary invert measurements. KCI will collaborate with the team surveyor and review for quality control. Expected to be completed during survey of QL-B markings.
 - Quality Level B (QL-B)- Designation of existing utilities (utility marking)- Line detection and marking.
 - KCI will select and apply appropriate surface geophysical methods to search for and detect subsurface utilities within the project limits, and/or trace a particular utility line or system. This may include pipe and cable locating equipment and ground penetrating radar.
 - Based on an interpretation of the data, KCI will mark the approximate horizontal location of utilities on the ground surface for subsequent survey (by other team member).
 - KCI will provide a point system of the markings and collaborate with the team surveyor for accurate survey of the designated utilities.
 - KCI will review and exercise professional judgement to correlate data from different sources to resolve conflicting information. KCI will provide information for the team to update the plan sheets to reflect the integration of QL-D, QL-C and QL-B information.
 - KCI will recommend follow-up investigations as may be needed to further resolve discrepancies.
 - KCI deliverables to include not-to-scale sketches and review of the surveyed designation plan sheet
- During Phase 2**
- Quality Level A (QL-A) – Locating -Verification of horizontal and vertical location of target utilities
 - KCI will perform vacuum excavated test holes to verify, by exposure and survey of the utility at specific points, the exact horizontal and vertical location of targeted utilities where design review identifies potential conflicts with proposed new facilities.
 - Vacuum excavation provides a minimally intrusive and non-destruction method that minimizes the potential for damage to the structure or facility being exposed. Using this method allows for the exposure of facilities without damage to the line, wrapping, coating, cathodic protection or other coverings or features
 - Data collected includes: elevation of top and/or bottom of the utility, tied to the project datum, to an accuracy of +/- 0.05 feet, elevation of existing grade over the utility at test hole, horizontal location, outside diameter of the facility, utility material (when ascertainable), pavement thickness, identity of utility owner and other pertinent data as is noted during test hole operations.
 - KCI is anticipating thirty (30) test holes locations between 0-6' deep each.
 - The test hole is restored with excavated material compacted in a manner acceptable to the owner. Pavement areas are restored using replaced asphalt cores and epoxy restoration practices. Non-paved areas are restored in-kind, as nearly as practicable to pre-existing conditions.
 - Upon completion of test hole operations, KCI will use its professional judgement to correlate from different sources and to resolve conflicting information. KCI will recommend any follow-up investigations as may be needed to further resolve discrepancies.
- Deliverable:** Full topographic ground survey of Cherry Street and Block 6 of Bank Street (with Block 7 as an add alternate) and existing utility locations in the 3-d model.

Task 3.2.3: Evaluation of Existing Conditions

Scope: During this phase of project development, all resources in the project area must be identified. These resources and conditions shall include as a minimum: Wetlands (if applicable), Archaeological and Historic, Community Character/Aesthetics/ Scenic Resources, Right-of-Way, Stormwater Treatment Options, existing utilities, potential soil contamination and brownfield concerns.

Approach: In addition to the items above, it is proposed the information collected include the following; any pertinent previous plans or studies, any planned developments, available traffic, pedestrian and bicycle counts, VTrans recorded crash listing, and transit routes/stops/boarding counts. This additional information will provide an understanding of potential existing issues that can be discussed with stakeholders. ***We have assumed improvements will include the Cherry and St. Paul Street intersection and there will be limited traffic improvements at the Battery Street and Cherry Street intersections***

Important features to understand are existing pavement conditions, existing soils, existing pavement and subbase, existing groundwater conditions and existing contaminated or redevelopment soils. We propose to perform soil borings in the street to understand these features and to form the basis of a pavement recommendation. One of the project's greatest costs will be the street pavement. As a major

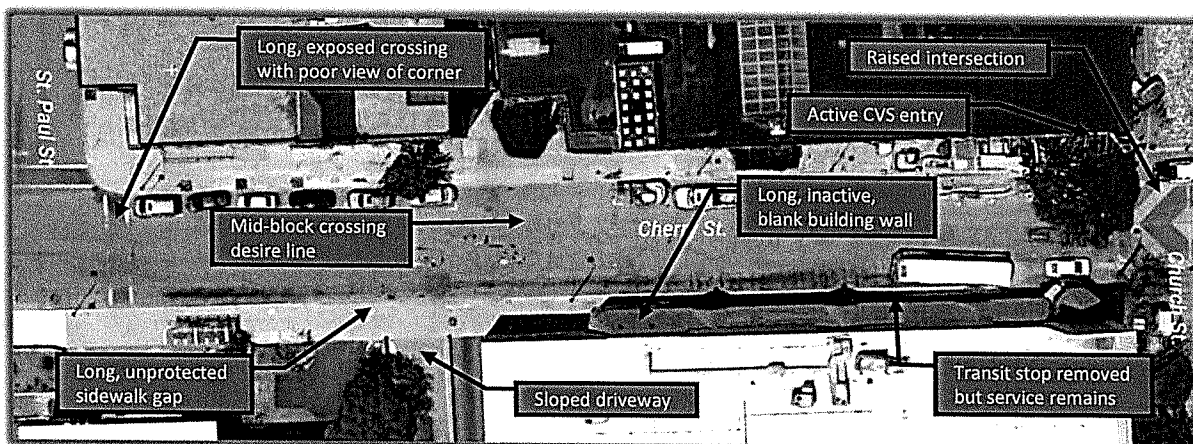
investment we propose to use the boring information and any available Pavement Management Information System (PMIS) distress and ride data to develop a pavement recommendation. Strategies typical include overlay existing, cold plane and overlay, reclamation and full depth reconstruction. The pavement recommendation will include consideration of cost-effectiveness, repair of the specific problems of the existing pavement, prevention of future problems, and meeting the existing constraints of the project. It will be submitted to the City for review and approval.

We have included The Johnson Company (JCO) on our team as they have a long-standing positive relationship with the Vermont Department of Environmental Conservation and extensive understanding of Vermont's environmental regulations, particularly the Brownfields Program, evolving soil management laws, and Petroleum Cleanup Fund makes JCO the perfect candidate to serve as a resident environmental expert for the Burlington Great Streets- Cherry and Bank Street Initiative.

Based on JCO's extensive experience designing and implementing soil management plans that cost effectively address contaminated soil risks concurrently with construction, it is imperative that due-diligence is performed up-front to characterize soil quality prior to construction. JCO proposes the following steps that will serve to eliminate surprises that could have extremely adverse impacts on project budgets and schedules:

Block 4 Considerations: Cherry Street Near Church Street

Existing Conditions



- **File Review:** JCO will perform a review of applicable reports and compile data that are available from VTDEC to better understand soil quality in the project area. The primary objective will be to use this understanding to develop a soil sampling plan that focuses on areas where data does not exist and only analyzes samples for contaminants that have been previously identified. This brief file review will significantly reduce the cost of the soil pre-characterization effort described below.
- **Pre-Characterization of Soils:** In conjunction with VTDEC, JCO will develop and implement a sampling plan that will provide adequate data to develop cost effective soil management strategies that are compliant with the 'development soil' regulations presented in the VTDEC's 2017 IRule. JCO would propose soil sampling for PAHs (and to a lesser extent arsenic and lead) in areas where data does not previously exist. This sampling would occur in a stratified manner to characterize soils relative to depth. This approach, as opposed to single point locations where soil samples are composited over a broad depth interval, will improve the constructability aspect of a soil management plan and ultimately decrease overall project cost. To further save on cost, JCO would perform this soil sampling effort in concert with the geotechnical work that will be required.
- **Data Interpretation and Figure Preparation:** JCO will synthesize the soil data and develop figures that are clear, concise and useable to support the contractors during construction. The figures will have color coded areas that are defined by the soil quality data. Each category of soil will have clear instructions for how it could be reused within the project area or be disposed of offsite in a compliant and cost-effective way. These figures will be incorporated as special provisions in the bid documents.
- **VTDEC Coordination / Soil Management Planning:** JCO will collaborate and negotiate with VTDEC to establish an approved soil management plan that will consider constructability and cost throughout. This plan will include soil volume quantification, management, reuse and disposal costs that can be relied on for planning purposes.

Deliverables: Existing conditions memo with collected information and analysis attached, soil boring logs, a pavement recommendation and soil characterization and soil management strategy .

Task 3.2.4: Internal and External Stakeholder Interviews

Scope: The project team will organize and facilitate interviews with internal and external stakeholders to review the conceptual design and gather input/identify key issues/ opportunities for the development of the standards. The project team will ensure that the interviews are properly documented.

Approach: Designing with community in mind is what Stantec is all about. Not only do we believe that directly engaging stakeholders and the public in our work early in the process is extremely valuable for achieving consensus, we have proven this formula successful time and time again. Burlington has already engaged its citizens and businesses in charrette workshops and extensive public process during the evolution of the Great Streets Initiative. However, as each street segment gets close to reality, continuing engagement through interviews is of tremendous value. Only by listening directly to the stakeholders who know their streets; who live, work, and play on them daily; whose businesses rely on the "front door" of the street—can we achieve a successful design.

While listening to and learning from stakeholders is an invaluable way to identify pitfalls and avoid costly redesigns, we know that engaging people to participate in the actual conceptual design process gives a sense of ownership that is the best form of consensus-building possible. Indeed, we could design a great street on our own that works for everyone; but it will only be an embraced success if stakeholders played a hand in its evolution. This type of consensus is what Burlington needs to maintain the momentum of the Great Streets Initiative for years to come.

Simultaneously, our team will be developing the initial conceptual designs for all street segments, and team members will seek direct input from every stakeholder after each interview to translate needs directly to paper and CAD.

We believe the direct involvement of internal and external stakeholders is critical to the success of a street design and afford the City a great opportunity to educate and advertise the merits of the Initiative.

Deliverables: Stakeholder interviews; stakeholder engagement summary memo.

Task 3.2.5: Concept Plans (30%)

Scope: Our team will review the previous plans, guidelines, and initiatives related to downtown streets (as listed in Section 6 of the RFP) to prepare a 30% conceptual design for the study area. Conceptual plans will be based on a three dimensional survey and include the following elements as a minimum:

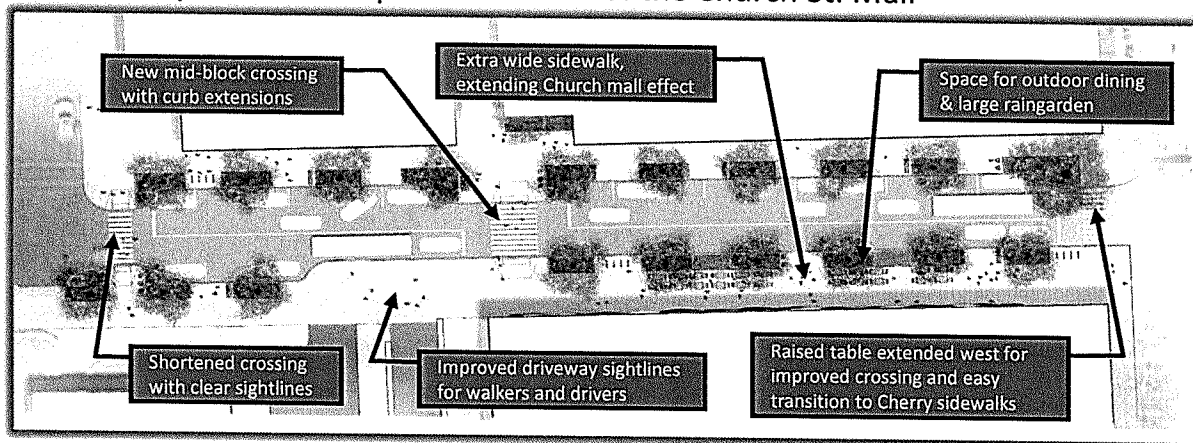
- Title page;
- Typical sections;
- Base plan and profile sheets showing the project centerline, stations, approximate construction limits and existing right-of-way delineation;
- Plotting and identification of any identified resources;
- Cross section with templates as appropriate;
- Pavement structure thickness design as appropriate; and
- Conceptual traffic control as appropriate and clear zones.

Cost estimates for the concept will be prepared. Conceptual plans will be presented at a public meeting, either as an agenda item at a City Council, TEUC and/or Public Works Commission meeting. As noted in the next task, we recommend both a public design session at a "draft final" stage and a later final design presentation.

Approach: Design is what Stantec does best. However, knowing that the purpose of conceptual plans is to establish and understand the opportunities, challenges, impacts and costs of a proposed design and its various features, we know that design cannot be done in a vacuum. Our approach to developing conceptual designs for Cherry and Bank Street necessarily involves the people who know these factors the best: local stakeholders and citizens.

Well-developed conceptual plans for Cherry and Bank Street will form the basis to decide what major features are carried forward or modified in further detail in Phase 2. In addition to stakeholder input, our team will be sure to incorporate the wealth of valuable design and construction standards outlined in the Guidelines as well as the numerous policies, plans, and procedures identified in part 6 of the RFP. It is anticipated the design will contribute to the safety for all users, make businesses stronger, provide public space, incorporate flexibility to meet future needs, and provide an ecosystem that manages stormwater. The design will consider cost effective, durable and maintainable features and identify the location of sidewalks, crosswalks, street trees and lighting, bicycle facilities, transit facilities, traffic signals, parking facilities, traffic calming features, gateway and streetscape elements, stormwater treatment, utility improvements, and public art space. Since the design will be based on 3-D terrain model, we can readily develop 3-D images of the proposed design. These will provide the public and stakeholders a visual understanding

Block 4 Optional Concept A: Extension of the Church St. Mall



of the various elements, and their aesthetics and impacts. It is also proposed we provide an image at each block.

One item to determine early is the style and type of street lighting. Having worked with the BDPW and BED on previous street projects we proposed to work closely with them to understand the options of fixtures and developing a fixture recommendation. Our experienced construction staff will also review the constructability of the proposed design. This will include developing the construction phasing and duration for each phase.

To understand costs and make budget decisions, experience has proven a detailed itemized cost estimate at conceptual plans is needed. This allows us to summarize cost by key elements and so as clients can determine what features to move forward and discuss what features could be done under a future phase. This way the design can accommodate future elements. For instance, we often include underground conduit in our construction plans. This allows for communication or electrical service to future elements such as Intelligent Transportation Systems (ITS), including adaptive traffic control and parking management. The result of the conceptual plan phase will be a well-documented direction for future plan development. If federal funding is used for the project or portions of it, NEPA documentation may be required. This project would likely be eligible for a Categorical Exclusion (CE). Since the evaluation of existing conditions included identifying all the concerned resources, the effort for a CE is limited. Typically just a CE checklist and cover letter is

required. In the instance this additional scope is needed, it is not anticipated to be very significant.

Deliverables: Conceptual plans (title sheet, typical sections, profiles, cross sections, stormwater concept, streetscape concepts, construction/traffic phasing), utility conflicts, list of anticipated permits, visualization images, public presentation, and stakeholder/public meeting notes.

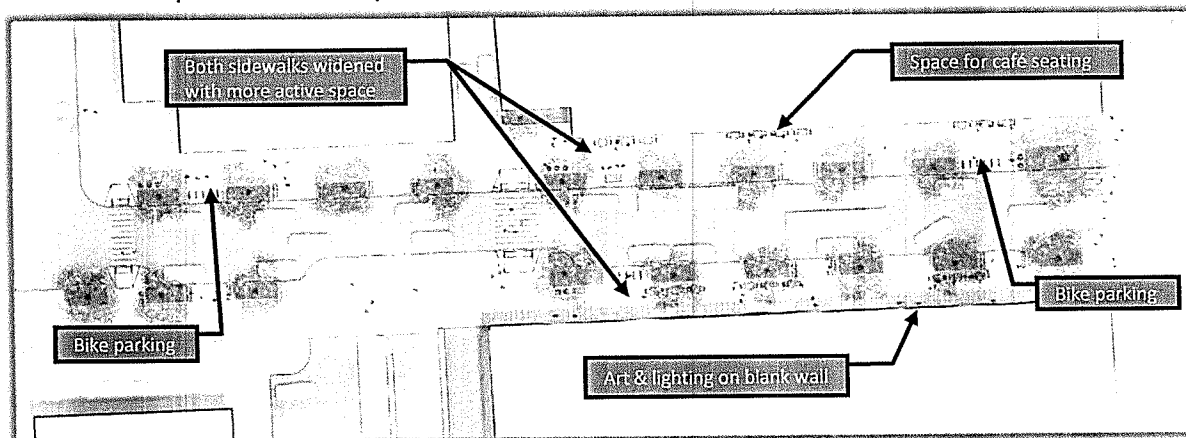
Task 3.2.6: Public Review Process

Scope: The project team will coordinate with the City's Project Manager to organize, publicize and facilitate a Public Review Process. The Consultant team will present the conceptual plans and documents to the Public Works Commission, Transportation, Energy and Utility Committee and the City Council for formal adoption.

Approach: At this stage, the concept design should be very well vetted with the key stakeholders, City staff, MPM, and the publicly vetted Great Streets - Burlington Downtown Street Standards. The public review process will be the City's opportunity to show how the design has met the publicly vetted street standards and balanced the needs of key stakeholders. This review process will be informational in nature and intended to receive formal adoption by City Council. There will be no substantive changes to the design concept as a result of the feedback received at these meetings.

Deliverables: Public meeting presentation materials; public meeting summary memo.

Block 4 Optional Concept B: Balanced Walking Environment



3.3 Phase Two: 100% Design for Cherry Street

This area of Cherry Street includes two city blocks: Battery Street to Pine Street and St. Paul Street to Church Street. As depicted in Figure 2 of the RFP, the area includes the Cherry/Battery Street and the Cherry/St. Paul Street intersections.

It is understood the intent is to construct this area of Cherry Street in 2019 and 2020. To do this and meet the schedule provided in the RFP this phase needs to be completed in a 13 month period: July 2018 to August 2019. Our approach to assure this is to obtain and document stakeholder input and decisions during the concept phase so as time consuming changes and rework are minimized during this phase.

Producing final designs is what we do best. We understand the process and recognize and can anticipate critical issues and decisions needed before they effect the schedule. Experience has proven an important factor in meeting final design schedules is having regularly scheduled team meetings. These meetings will focus on the project issues and schedule with documented action items that holds team members accountable. Our dedicated project manager, Greg Goyette, is a master at project execution. His success on past projects includes constant follow-up on outstanding issues and documenting their resolution. Selection committee members are encouraged to consult with our references regarding our past performance and meeting final design schedules.

Our approach includes considering and utilizing, when applicable, the features, details and specifications being developed for the Great Street designs of St. Paul Street and Main Street. This will provide any needed consistency of features and specifications and make for an efficient detail development. Also any "lessons learned" from this previous Great Street process will be solicited and considered for this project.

The following is a detailed task description, our approach and considerations as we develop the 100% plans.

Task 3.3.1: Public/Stakeholder Meeting

Scope: The Stantec team shall organize and facilitate interviews with internal and external stakeholders to understand specific concerns. Internal stakeholders include DPW, BED, and BPRW, as well as the TEUC. External stakeholders include neighborhood groups, adjacent landowners, and businesses.

Approach: Our approach is to build off input and decisions made during the conceptual phase. We expect many of the internal and external stakeholders will have been involved during the conceptual phase and this input will involve the final details and features. One of the most important is to coordinate with adjacent landowners and their needs and future plans, including the BTC developer and consultants. Interview questions will be prepared in advance for City approval to keep discussion focused on key design elements that require stakeholder feedback.

In addition to the regular project meetings, we have budgeted for a 10 stakeholder meetings during the final design.

Deliverables: Meeting agendas, meeting notes documenting discussions, project purpose and need statement.

Task 3.3.2: Preliminary Plans (60%)

Scope: Preliminary Plans (60%) shall be prepared and submitted for review including at a minimum: width and depth transitions, roadside barriers, cut to-fill transitions, drives/curb cuts, intersections, drainage, erosion prevention and sediment control, traffic signs/pavement markings, street lighting/furniture, street trees, landscape treatments, signalization and staging, traffic management/detours, cross section templates, construction limits, plan sheet notes, itemized quantity sheet,

pothole locate and condition assessment of subterranean utilities.

Cost estimates will be updated and the preliminary plans will be presented at a public meeting, either as an agenda item at a City Council, TEUC and Public Works Commission meeting. The Stantec team will be prepared to respond to a City review regarding constructability that includes third party review through a resident-engineering consultant.

Approach: The purpose of preliminary plans is to form the basis of coordinating property owner and utility impacts, acquiring rights-of way (ROW), relocations and replacements, developing environmental permit applications and solidifying the project details and costs. Preliminary plans need to include details for traffic signal modifications, street lighting, and drainage/stormwater facilities and their design needs to avoid, to the extent practicable, impacts to utilities and ROW. Team members understand it is imperative to know the utility needs and ROW needs at this phase. Experience has proven the best way to save costs and time is to know what exists today and consider designs that avoid utility or ROW impacts if possible. More regarding our approach to utilities and ROW is below.

As with many of our urban projects, we anticipate developing curb alignment and curb grade sheets. This will assure ADA compliance and assist the contractor and resident during construction. A transportation management plan (TMP) will be developed. This will include temporary traffic control plans, a transportation operations plan to address traffic management strategies and coordination with other concurrent projects, and an incident management plan. We are currently developing a similar (TMP) for the Burlington's Shelburne Street rotary reconstruction, and many elements apply to this project.

Deliverables: Preliminary plans (title sheet, typical sections, profiles, cross sections, drainage/stormwater layout and details, curb alignment/grading sheets, landscape/streetscape sheets, traffic control sheets, traffic signal plan, and EPSC plans), itemized quantities and estimate, public presentation, and stakeholder/public meeting notes.

Task 3.3.3: Final Plans (100%) Cost Estimate and Bid Package

Scope: Final Plans (100%) shall be prepared

and submitted for review including all requested changes to the plan elements as a result of the utility coordination, and additional details requested during the City's Preliminary Plan review. Tasks include: prepare final plans, update cost estimates, create bid package documents, submit plans to permitting agencies as required, develop Contract Plans, quantities, specifications, contract terms and special provisions.

Approach: Final plans, quantities, specifications, contract terms and special provisions form the basis of a contractor's bid and need to be complete, accurate and closely reviewed. Providing contract packages meeting these requirements is what our team is best at. It is what we do and have done for over 50 years. The lessons learned from these years of experience are invaluable to address potential ambiguities and conflicts leading to contractor change orders and claims. Our process to minimize opportunities for this are described in the Quality Control and Quality Assurance scope below. Having developed the contract documents for recent City of Burlington and Vermont LTF projects, we can efficiently pull these together for internal and City review. Once completed and reviewed internally a complete set will be provided to the City for review. The received City comments will be responded to and addressed.

Deliverables: Final plans (title sheet, typical sections, profiles, cross sections, drainage/stormwater layout and details, curb alignment/grading sheets, landscape/streetscape sheets, traffic control sheets, traffic signal plan, and EPSC plans), Contract plans, updated quantities and estimate, bid documents, specifications and special provisions.

Task 3.3.4: Utilities

Scope: In conjunction with design development, the consultant shall: Coordinate with public and private utilities to analyze and present recommendations or options for consideration of utility existing conditions, necessary upgrades, accommodation and relocation. (Note: Water, Stormwater, Sewer, Electric and Telecom are all City utilities. Private Telecom and Vermont Gas also exists.); support the City in developing any required utility agreements/design/construction documents and permits; coordinate with property owners regarding access to utilities via right of way and ensure appropriate stubs are incorporated into the design.

Approach: As indicated above, it is proposed the utility coordination begin early. Their existing facilities

ties and condition will be solicited and known prior to conceptual plans. We will work closely with utility owners to understand their existing facilities and their condition. This is often a challenge since many owners have limited records. As indicated earlier we have incorporated underground utility locator services in the existing conditions phase to supplement provided record information. Any needs to upgrade existing utilities by owners will be noted. We will coordinate with utility owners on these needs and where it is best to locate their new facilities to minimize impacts and facilitate construction phasing. This will be done in conjunction with conceptual plan develop. In the instance relocation or replacement are needed we will work with utility owners on their relocation routes during the preliminary plan development. This will avoid the need to have major design adjustments subsequent to preliminary plans and that the overall design including utilities is constructible. We have extensive experience with utility coordination and can anticipate issues before they become a critical path item. We have just completed a similar exercise with the Waterbury Main Street reconstruction for VTrans. Based on that experience, VTrans has assigned us the utility coordination for the Shelburne Street Rotary reconstruction. Many of the same stakeholders will be involved with this project's utility coordination.

The effort and time associated with utility coordination is difficult to determine at this early stage. We have included a budget estimate and propose to finalize it once the extent of coordination is known.

Task 3.3.5: Permit Coordination

Scope: The project team shall coordinate with the appropriate agencies regarding the need for these permits prior to the final submittal of the documents for preliminary and final plans. Some permits may be obtained following the development of 100% final design; most agencies will want to see the detailed design plans before issuing any permits or signing off on the project. Permits may not be submitted until all requested corrections have been addressed and the City is satisfied that design issues are sufficiently resolved. Permits required for this task may include, but may not be limited to: Stormwater Discharge Permit, Construction General Permit (NPDES), Stream Alteration Permit, Conditional Use Determination Lakes & Ponds Permit, Section 401, Water Quality Certificate, Threatened & Endangered Species, Section 404, US Army Corps of Engineers Permit 23, VTrans Highway Access Permit (Title 19 V.S.A. §1111).

Approach: With the conceptual plan submission we will identify anticipated permits and clearances. This will be relatively straightforward since environmental resources will be known early on and our initial research suggests they are limited. This way permit considerations, such as avoidance or minimization, will be included in the conceptual plan design. Based on our urban project experience it is expected permits will be limited to a Construction General Permit (CGP) and a Stormwater Operational Permit if the project is over the threshold of redeveloped area. Typically we develop preliminary plans with sufficient detail to pursue these two permits. This allows the permit process to run concurrent with final plan development and the permits to be in place by contract plan completion and not be a critical path item. This is the approach proposed for this project which can be determined once preliminary plans are reviewed.

Deliverables: Construction General Permit (CGP) application and a Stormwater Operational Permit application with supporting documentation. All associated permit fees are the responsibility of the City as the applicant.

Task 3.3.6: Right of Way/ Easement

Scope: Prepare plans detailing land, rights and areas of permanent and temporary construction easements to support right of way acquisition as may be required by the City.

Approach: Make the ROW process as simple as possible. If federal funding is not used the process can be more straightforward and less time consuming. It is important to have adequate rights to construct the project so as costly rights issues do not arise during construction. The first step is to establish the existing highway ROW. During the conceptual plan stage, we will research existing ROW, property lines, and owners, to the level of accuracy commonly applied to VTrans projects.

Based on our experience with the Church Street and St. Paul Street projects, the existing ROW is likely close to the building face.

In the instance there is work on City maintained sidewalk but beyond the ROW the City can simply use the claim of Dedication & Acceptance for work on the sidewalk. Any deed requirements or appraisals are eliminated. We have had great success with this on our Manchester Main Street reconstruction. If rights are needed, such as temporary grading

rights at driveways, they are likely minor and temporary. The extent of these will be known at the preliminary plan stage. This approach will be discussed with the project team and city attorney.

Needed rights will be addressed on ROW plans and it is assumed acquired with waiver valuations. This was the case for our recently completed US 4/7 Path construction in Rutland. We will work closely with City attorneys to assure the ROW was clear for construction and that right issues do not occur during construction. It is proposed any rights be pursued during the development of final plans so as they are not a critical path item.

Deliverables: Highway ROW and property owner research documentation, and ROW plans.

Task 3.3.7: Bid Services

Scope: In support of the project bid phase, the consultants shall: coordinate and attend pre-bid meeting, answer technical questions about the project design, review bids for conformance, conduct a bid analysis.

Approach: Stantec will develop a pre-bid meeting agenda and distribute for review. It will emphasize critical items for the contractor to consider in their bids such as interim completion dates, liquidated damages and special items. Being local we can readily meet with the project team during bidding to address questions and issues. As we have done on over 30 locally administered projects we will apply our bid analysis spreadsheet to the bid items and highlight items differing greatly from the estimate, or those that result in an unbalanced bid.

Deliverables: Pre-bid meeting agenda, written answers to questions and results of bid conformance review and bid analysis.

Task 3.3.8: Quality Control and Quality Assurance

Scope: Develop a project quality management plan (QMP) and review with client and team members. QMP will include quality control and quality assurance procedures, designer checklists and QC/QC documentation. Perform QC/QA prior to each submittal and provide documentation with each submittal.

Approach: Stantec has a firm-wide initiative for quality management, quality design and quality plans. As a result, we are ISO 9001 certified. In order for a quality control plan to be successful, it needs to be part of the corporate culture and it needs to be easy and efficient to set up and use. To facilitate this, Stantec has developed a template for each of its practice areas, including transportation. This template is used to create project-specific Quality Management Plans. Many of the ISO 9001 principles are included in the plan. Most importantly, the plan is distributed to all team members so the importance of quality is known and staff are committed to following its direction. The plan typically contains specific steps and checklists unique to the client. We encourage the selection committee members to review our work with our references which will further demonstrate our commitment to quality. Our process goes beyond simply design checks. It includes an independent review and constructability review at key milestones and an audit process that assures compliance and to identify best practices to share with others. The result is a project we can all be proud of.

The QC/QA process extends to our subconsultants. On this project our subconsultants are very limited. This allows for a more efficient project development and less coordination cost to the City.

Deliverables: A QCP and completed QC documentation with each plan submission.

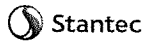
3.4 Phase Three: Construction Administration

Scope: Oversee construction administration for the duration of the construction project and provide the City with assurances as the designer of record to work in collaboration with the resident engineer to develop as-built construction plan sets that meet the original design intent.

Approach: Based on our experience the construction engineering includes assistance during letting process. This includes managing the process, addressing contractor questions during letting, developing an addendum and analyzing the contractor's bid for discrepancies and potential weighting of unit prices. Having completed over 30 locally administered transportation projects in the last 10 years we have the experience to identify and resolve bid issues before they generate additional costs to the City. During construction, our team members are just a few miles away and are able to readily attend the preconstruction conference to point out important and sensitive issues identified.



Cost Proposal



55 Green Mountain Drive
South Burlington, VT 05403

TASK-LABOR HOUR SCHEDULE

City of Burlington
Great Streets - Bank and Cherry Streets
Burlington, VT
January 5, 2018

TASK	Principal	PM	Sr. Engineer	Project Engr./ Env. Specialist	Urban Designer	Landscape Arch	Technical / Clerical	TOTAL
3.2 Phase One - 30% Conceptual Design								
3.2.1 Schedule								
Attend Kick-off meeting and review project scope/schedule	2	4			8		2	16
Monthly Coordination meetings (assume 5)	4	15	15		15			49
3.2.2 Topographic and Utility Survey (coordination and clean up only)		4	16				16	36
3.2.3 Evaluation of Existing Conditions								
Wetlands/T&E/Wildlife				2				2
Archeological and Historic				By SubConsultant				
Community Character/Aesthetics/Scenic resources				2				2
Right-of-Way (See below)				See Below				
Stormwater Treatment Options				See Below				
Obtain subsurface soils information and develop recommendation		4	40	40				84
Soil Contamination/Development Soils/Brownfields				By SubConsultant				
Permit Requirements				12				12
3.2.4 Internal & External Stakeholder Interviews								
Develop Draft Graphical Alternative Corridor Concept Plan	8	8		8	40	80	8	152
Interview Abutters(Assume 20)		40			40			80
Refine Graphical Alternative Corridor Concept Plan		8		8	20	40		76
Develop visualizations/graphics		4			10	40		54
Review with Internal Stakeholders (Assume 4 meetings)	4	12			12			28
Review with External Stakeholders (Assume 10 meetings)	4	20			20			44
Develop conceptual alignment, profile, sections		8	60	10			40	118
3.2.5 Conceptual Plans (30%)								
Title Page		1		2			2	5
Typical sections		1	4			4	2	11
Plan		8	16	32			20	76
Profiles		2	4	8			8	22
Cross Sections		2	8	16			8	34
Pavement Design			8					8
Conceptual Traffic Control		4	8	16				28
Construction Cost Estimate	2	4	8	16		16	8	54
3.2.6 Public Review Process								
Organize and publicize meetings		2					8	10
Develop presentation					4	16	8	28
Attend and document meetings (assume 4)		12			24			36
3.3 Phase Two - 100% Design for Cherry Street								
3.3.1 Public/Stakeholder Meetings (assume 10)		20		20				
Monthly Coordination meetings (assume 12)	4	24		24				52
3.3.2 Preliminary Plans (60%)								
Title Page		1		2			2	5
Typical sections		1		4			2	7
Plans								
Geometric (3)		2	4	8			16	30
Construction/Drainage (3)		8	16	32			64	120
Grading (3)		4	8	16			16	44
Profiles (3)		2	4	8				
Cross Sections		8	16	32			64	120
Drive sections		2	4	8				
Erosion Protection/Sediment Control (3)		2		8			16	26
Signs/Pavement markings (4)		2	4	8			24	38
Cherry/Battery St Signal Modifications (1)		2	40				40	82
Street Lighting layout/details (5)		2	40	8			40	90
Landscaping plans/details (10)				By SubConsultant				
Traffic Control/Detour plans (5)		2	40	8			40	90
Quantities		4	16	32			32	84
Submit for review/QC/QA	4	4					2	10
Public Presentations (3)								0
Develop responses to review comments		4	8					12
3.3.3 Final Plans(100%), Cost Estimate, and Bid Package								0
Incorporate revisions		4	16	32			32	84
Finalize plans		4	16	32			32	84
Update quantities and estimate		4	8	16				28
Create specification/ special provisions		4	40				8	52
Submit final plan package for review		4					2	6

TASK	Principal	PM	Sr. Engineer	Project Engr./ Env. Specialist	Urban Designer	Landscape Arch	Technical / Clerical	TOTAL
Incorporate comments		4	8	40			8	60
Submit contract plans, Specifications,	4	4					2	10
3.3.4 Utilities								
Coordinate with Utilities (Assume 6 meetings)		12	40					52
Relocation and upgrade designs (By Utility Owner)								0
Add new/relocated utilities to plans		4	4	40			40	88
Provide available information for utility agreements		4	8					12
Coordination with Property Owners		4	40					44
3.3.5 Permit Coordination								
Stormwater Discharge		2	8					10
Construction General Permit		2	8					10
3.3.6 Right-of-Way/Easements								
Deed research and property owner reports				60				60
Develop Preliminary ROW plans and submit (assume 20 properties)				20			40	60
Revise ROW plans and resubmit				8			16	24
Address questions during negotiations				8				8
3.3.7 Bid Services								
coordinate and attend pre-bid meeting		4	8					12
answer contractor questions		2	16					18
review and analyze bids		2	4	8				14
3.4 Phase Three - Construction Administration								
3.4.1 Attend Pre-construction Conference		2	2					4
3.4.2 Address questions and field changes (assume 120 Hours)				120				120
3.4.3 Perform shop drawing reviews		20	8	40			12	80
3.4.4 Perform Site Visits (assume 40)		40		40				80
3.4.5 Attend Final Inspection		4	4					8
3.4.6 Produce record drawings		2	4	20			80	106
TOTALS	36	389	629	874	193	196	760	3077

SE Group Cost for Great Streets : Cherry and Bank Streets

Task	AP	PO	Staff		
		140	115	80	
Phase One					
3.2.4 Internal & External Stakeholder Interviews		8			
3.2.5 Concept Plans		8	8		
3.2.6 Public Review Process		8			
subtotal hours		24	8	0	
subtotal fee \$	3,360.00	\$	920.00	\$	- \$ 4,280.00
Phase Two					
3.3.1 Public/Stakeholder Meetings + Coordination Calls		10	30		
3.3.2 Preliminary Plans (60%)		34	83	52	
3.3.3 Final Plans (90% and 100%)		34	84	68	
3.3.7 Bid Services		8	20	0	
subtotal hours		86	217	120	
subtotal fee \$	12,040.00	\$	24,955.00	\$	9,600.00 \$46,595.00
Phase Three					
3.4.1 Pre-Construction Conference			4		
3.4.2 Request for Information		4	8		
3.4.3 Shop Drawing Review		6	16		
3.4.4 Site Visits		10	40		
3.4.5 Final Inspection			6		
3.4.6 Record Drawings					
subtotal hours		20	74	0	
subtotal fee \$	2,800.00	\$	8,510.00	\$	- \$11,310.00
Total \$	18,200.00	\$	34,385.00	\$	9,600.00 \$62,185.00

3.2.2 Topographic & Utility Survey (Blocks 1, 2, 3, 4, 8)

3.2.2 Topographic & Utility Survey (Blocks 1, 2, 3, 4, 6)

Personnel	Principal/Licensed Land Surveyor	Project Manager	ROW Agent	Survey Party Chief	Instrument Operator	CADD Operator	Totals
Hours	10	10	0	75	75	30	200
Hourly Rate	\$125.00	\$88.00	\$86.00	\$82.00	\$70.00	\$86.00	
Totals	\$1,250.00	\$880.00	\$0.00	\$6,150.00	\$5,250.00	\$2,580.00	\$16,110.00
Expense		Amount		Rate		Total	
Mileage		720 mi.		\$0.535		\$385.20	
Total Expenses							\$385.20
Total Estimate							\$16,495.20

3.2.2 Topographic & Utility Survey (Block 7)

3.2.2 Topographic & Utility Survey (Block 7)

Personnel	Principal/Licensed Land Surveyor	Project Manager	ROW Agent	Survey Party Chief	Instrument Operator	CADD Operator	Totals
Hours	0	0	0	15	15	10	40
Hourly Rate	\$125.00	\$88.00	\$86.00	\$82.00	\$70.00	\$86.00	
Totals	\$0.00	\$0.00	\$0.00	\$1,230.00	\$1,050.00	\$860.00	\$3,140.00
Expense		Amount		Rate		Total	
Mileage		160 mi.		\$0.535		\$85.60	
Total Expenses							\$85.60
Total Estimate							\$3,225.60

COST COMPONENT

Phase 1 - Task 1- QL-D Records Research	Lump Sum	\$ 1,400.00
Task 2- QL-B Utility Designation (5 blocks, 1-4 & 8)	Lump Sum	\$10,600.00
(estimating +/- 10,500 lf of existing utilities)		
Task 2 Alternate 1- add 1 block (block 7)	Add Lump Sum	\$ 2,650.00
(estimating +/- 1,650 lf of existing utilities, to be completed during original mobilization for Task 2)		
Phase 2 - Task 3- QL-A Utility Locates (test holes, blocks 1, 2 & 4 only)	Lump Sum	\$30,150.00
(budgeting 30 test holes)		
Total Cost w/o alternate 1		\$ 42,150.00
Add alternate 1		\$ 2,650.00
Total Cost with alternate 1		\$ 44,800.00

All pricing is inclusive of labor, equipment and expenses. Not included is special WZTC or permitting.

THE MOST INCREDIBLE THING WE'VE ENGINEERED IS OUR TEAM

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THE JOHNSON COMPANY, INC
COST ESTIMATE FOR SOIL MANAGEMENT PLANNING
CHERRY STREET AND BANK STREET REDEVELOPMENT, BURLINGTON, VT

Description	Billing Rate/Unit	# Units	Units	Est. Cost	Notes
A. File Review					
<i>JCO Labor</i>					
Project Manager (Sr. Eng. VIII)	\$121 hr.		4 hrs.	\$484	Review and summarize findings from file/data review
Project Scientist/Engineer II	\$80 hr.		10 hrs.	\$800	Support file/data review - to identify analytical data gaps and develop a focused soil sampling plan
<i>Subtotal</i>				\$1,284	
B. Pre-Characterization of Soils					
<i>Assumptions:</i>					
1. 10 soil borings with soil samples collected from 3 depth-intervals per boring (10 borings with 3 samples per boring = 30 samples)					
2. 2-days on-site to complete the work					
3. Geotechnical will contract driller					
<i>JCO Labor</i>					
Project Manager (Sr. Eng. VIII)	\$121 hr.		2 hrs.	\$242	Project management, fieldwork oversight, coordination
Project Scientist/Engineer II	\$80 hr.		28 hrs.	\$2,240	Fieldwork (2-days onsite), travel, coordination, sample shipping, fieldwork mob/demob
Mileage	\$0.54 mile		162 miles	\$88	2 trips for drilling oversight and sample collection
<i>Field Equipment and Supplies</i>					
Photoionization Detector	\$90 day		2 days	\$180	
PPE and misc. tools/supplies	\$25 day		2 days	\$50	
<i>Subcontractor Costs</i>					
Drilling Services	\$0 event		1 event	\$0	Assumes drilling cost is included with geotechnical investigation
Pre-Characterization	Polycyclic aromatic hydrocarbons (PAHs) by 8270	\$90 sample	32 samples	\$2,880	30 soil samples
Sample Analysis	Arsenic and Lead by 6020	\$45 sample	8 samples	\$360	30 soil samples
<i>Subtotal</i>				\$6,040	
C. Data Interpretation and Figure Preparation					
<i>Assumptions:</i>					
1. Electronic delivery of all documents					
2. CAD or GIS figures of the Site are made available for use as base-maps					
<i>JCO Labor</i>					
Principal	\$184 hr.		4 hrs.	\$736	Principal-in-charge review
Project Manager (Sr. Eng. VIII)	\$121 hr.		6 hrs.	\$726	Figure and table review
Project Scientist/Engineer II	\$80 hr.		24 hrs.	\$1,920	Figure and table preparation
CAD/GIS	\$75 hr.		12 hrs.	\$900	Figure preparation
<i>Subtotal</i>				\$4,282	
D. VTDEC Coordination / Soil Management Plan/ Cost Estimating					
<i>JCO Labor</i>					
Principal	\$184 hr.		1 hrs.	\$184	Principal Review
Project Manager (Sr. Eng. VIII)	\$121 hr.		12 hrs.	\$1,452	Negotiations with VTDEC, meetings with stakeholders, general support correspondence, prepare presentation of findings, review of soil volume quantities and soil management costs, develop soil management plan and project management
Project Scientist/Engineer II	\$80 hr.		16 hrs.	\$1,280	Preparation and calculation of soil volume quantities and soil management plan and cost estimating support
<i>Subtotal</i>				\$2,732	

TOTAL \$14,338

HARTGEN



archeological associates inc

COST ESTIMATE

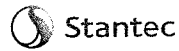
Archeological Resource and Historic Preservation Assessment
Cherry and Bank Streets - Great Streets Downtown Street Design
City of Burlington, Chittenden County, Vermont
January 2, 2018

	qty	hours	rate	subtotal
LABOR				
Task 1: Background Research				
Principal Investigator/Proj Mgr		6	\$ 82.25	\$ 493.50
Researcher		0	\$ 47.00	\$ -
Architectural Historian		0	\$ 77.00	\$ -
Architectural Historian Asst		0	\$ 42.00	\$ -
				\$ 493.50
Task 2: Site Visit				
Principal Investigator/Proj Mgr		8	\$ 82.25	\$ 658.00
Field Archeologist I		0	\$ 38.25	\$ -
Sr Architectural Historian		16	\$ 84.00	\$ 1,344.00
Architectural Historian Asst		16	\$ 42.00	\$ 672.00
				\$ 2,674.00
Task 3: Report Preparation				
Principal Investigator/Proj Mgr		24	\$ 82.25	\$ 1,974.00
Project Director		0	\$ 78.00	\$ -
Sr Architectural Historian		40	\$ 84.00	\$ 3,360.00
Architectural Historian Asst		0	\$ 42.00	\$ -
CAD/GIS Specialist		8	\$ 74.00	\$ 592.00
Researcher		0	\$ 47.00	\$ -
Technical Assistant		1	\$ 69.00	\$ 69.00
Copy Clerk		1	\$ 42.50	\$ 42.50
		0	\$ -	\$ -
				\$ 6,037.50
LABOR SUBTOTAL				\$ 9,205.00
EXPENSES				
	qty			
Mileage	600	\$	0.535	\$ 321.00
Tolls	0	\$	-	\$ -
Per Diem	2	\$	123.00	\$ 246.00
Photography	0	\$	20.00	\$ -
Postage	4	\$	15.00	\$ 60.00
Report Copies	2	\$	25.00	\$ 50.00
	0	\$	-	\$ -
EXPENSES SUBTOTAL				\$ 677.00
LABOR SUBTOTAL				\$ 9,205.00

TOTAL COST ESTIMATE \$ 9,882.00

P2018-1, ems

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55 Green Mountain Drive
South Burlington, VT 05403

COSTS SCHEDULE

City of Burlington
Great Streets - Bank and Cherry Streets
Burlington, VT
January 5, 2018

ITEM	Principal	PM	Sr. Engineer	Project Engr./ Env. Specialist	Urban Designer	Landscape Arch	Technical / Clerical	TOTAL
Total Labor Hours	36	389	629	874	193	196	760	3077
Average Hourly Rate	\$229	\$156	\$144	\$129	\$219	\$129	\$121	
Labor Subtotal	\$8,244	\$60,684	\$90,576	\$112,746	\$42,267	\$25,284	\$91,960	
Stantec Labor Total								\$431,761
Direct Expenses								
				Travel, Etc. (10 trips @ 400 mi/rdtrip + 10 days at \$300 per diem)				\$5,140
				Underground Utility Locator (Budget)				\$1,000
				Soil Borings (5 days)				\$5,000
				Soil Testing				\$1,000
				Traffic Control during soil borings (30 hrs @ \$60/hr)				\$1,800
				Printing				\$400
Stantec Total								\$446,101
Subconsultants								
					SE Group (Streetscape Design)			\$62,185
					Vermont Survey and Engineering (Field Survey)			\$16,495
					KCI (Utility Location)			\$42,150
					Johnson Company (Contaminated/Development Soils)			\$14,338
					Hartgen Archeological Associates (Historic and Archeology)			\$9,882
Project Total								\$591,151

Topographic Survey and Utility Location for Block 7	
Stantec Coordination and Mapping Review	\$ 2,400
Vermont Survey and Engineering	\$ 3,226
KCI (Utility Location)	\$ 2,650
Total additional for Block 7	\$8,276

Appendix



Greg Edwards, PE

Principal-in-Charge

Registrations

Professional Engineer
#5842, Vermont

Professional Engineer
#7247, Maine

Professional Engineer
#6765, New Hampshire

Education

Bachelor of Science, Civil
Engineering, University of
Vermont

Memberships

Past Board Member and
Past President, American
Council of Engineering
Companies (Vermont)

Past President & Board
Member, Society of
Engineers, State of
Vermont

Member, Institute of
Transportation Engineers

Qualifications & Projects

With over 25 years of engineering planning, design, permitting, quality control, construction and rehabilitation of transportation systems and facilities in Vermont, Greg is absolutely an expert in his field. He has managed multi-disciplined teams for projects up to \$60 million construction cost.

Greg's working relationship with the City of Burlington is as deep as his expertise in all things transportation. For this project, Greg will bring his knowledge of VTrans protocol to the development of design and construction standards in a core advisory role. For any downtown blocks selected for improvements in a future phase, Greg will provide overall Project Management services as well as transportation civil engineering.

Church Street and St. Paul Street Improvements, Burlington, VT

Project manager for the final design of improvements to Church Street and St. Paul Streets in Burlington, VT. Improvements for this project focused on pedestrians and economic vitality through efficient lighting, textured walkways, public art, benches, wider sidewalks at corners, roadway improvements, accessibility modification and improvements, trees and plants, gateway features and drainage improvements, signage and other pedestrian amenities to those areas bordering Church Street.

Side Streets to Church Street Improvements, Burlington, VT

Project Manager responsible for preparing a feasibility study to enhance side streets along the Church Street Marketplace in Burlington, Vermont. Services included facilitating a public process, evaluating alternatives and developing a preferred alternative. The result included up to \$6 million in improvements with a focus on pedestrians, bicycles, and economic development. Improvements consisted of sidewalk expansions / replacements, intersection bulb-outs, traffic signal upgrades, street lighting, and gateway treatments using recycled materials.

North Street Revitalization Construction Inspection, Burlington, VT

Principal-in-Charge for this \$5 million downtown improvement project. The project included undergrounding of the existing utilities, excavation and repair of the existing concrete roadway, and landscaping enhancements including the use of CU-Structural Soil™.

Alternative Transportation Path Construction Inspection, Burlington, VT

Principal-in-Charge for the construction inspection services for this 2.2-mile long, \$2.5 million recreation/bike/pedestrian/alternate transportation path. Features include gabion retaining walls, a prefabricated bridge over the railroad, timber boardwalk over wetlands, and landscaping and fencing.

Winooski Downtown Development Infrastructure Improvements, Winooski, VT

Principal-in-Charge responsible for this \$14.2 million urban redevelopment project. Project elements included 1.7 miles of new and reconstructed roadways, over 8,900 linear feet of storm and roof drainage systems, 2,200 linear feet of new sewer mains and laterals, 4,200 linear feet of water mains and laterals, three signal systems, traffic control plan for 23,000 vehicles per day, undergrounding of the existing utilities with over 32,000 linear feet of conduit, a comprehensive stormwater management system, extensive landscaping, parks, and ornamental lighting.



Greg Goyette, PE

Project Manager

Registration

Registered Engineer
#8834, Vermont

Certified Professional
in Erosion & Sediment
Control #3116, CPESC

Education

M.S., Civil Engineering,
Clarkson University

B.S., Civil Engineering,
Clarkson University

Qualifications & Projects

Greg has managed and developed numerous transportation and stormwater projects for state, municipal, and private clients. He also has co-managed Burlington International Airport's Stormwater Compliance efforts over the last five years. Greg primarily focuses on urban/village roadway reconstruction projects and specializes in roundabout, bicycle pedestrian, and low impact development (LID) stormwater designs. Greg's projects have been recognized in Vermont and New England for innovative design approaches.

Garden Street, South Burlington, VT

Project manager for design and engineering services for the development of a new roadway in the new City Center. Garden Street will be a "Complete Street" and will create a unique identity for South Burlington. Project features include pedestrian scale streetscape with bicycle facilities, green and low impact development infrastructure, and efficient traffic operations. Stormwater management, structural engineering, public input facilitation, right-of-way services, and traffic engineering services are additional services to be provided.

Colchester Causeway Bike Path Improvement Scoping Study, Colchester/South Hero, VT

Project engineer for Rail Trail improvement study. Responsibilities included project scheduling and coordination with the CCMPO, local and regional officials, resource agencies and the public. This scoping study included public meetings, conceptual plans development, cost estimating, and environmental resource documentation to obtain a Categorical Exclusion.

Montpelier Taylor Street to Main Street Multi-use Path, Montpelier, VT

Project manager responsible for engineering and permitting services for the design of a 968-foot pedestrian path including a bridge beginning at Taylor Street crossing Carr Lot and the Central Vermont railroad, spanning the North Branch of the Winooski River and ending at the Main Street sidewalk in Montpelier, VT.

CCRPC VT 15 Bicycle and Pedestrian Corridor Study, Essex - Colchester, VT

Project manager working with the local steering committee to evaluate numerous alternatives and make recommendations for improving bicycle mobility along the Route 15 corridor from Winooski to Essex Junction, VT.

CCRPC Lamplite Acres Green Streets Scoping Study, Williston, VT

Project manager working with local steering committee to evaluate numerous alternatives and make recommendations for mitigating existing stormwater issues through low-impact development and green infrastructure in the Lamplite Acres neighborhood.

Hartford US Route 5/I-91 Interchange Bicycle and Pedestrian Scoping Study, Hartford, VT

Project manager for this project that involved investigating alternatives to transform this segment of US Route 5 from a transportation facility that gives priority to motor vehicle speed and mobility to one that accommodates all users including bicyclists, pedestrians and motor vehicles. Stantec worked with a project steering committee that includes the Town and design specialists from VTrans to review possible alternatives including removal and/or re-alignment of Interchange on-ramps, 6' wide bicycle lanes, buffered bicycle lanes, roundabouts, and eliminating travel lanes/reducing lane widths. The next step is to refine the alternatives and gain Town Selectboard endorsement of a preferred short-term and long-term alternative so that the Town can pursue funding for final design and construction.



David Dixon, FAIA

Urban Streetscape Design

Education

Master of Urban Design,
Harvard University

M.Arch., Architecture

B.A., Wesleyan University

Select Awards

2013 Congress for the
New Urbanism Honorable
Mention, East Franklinton
Creative Community
District Revitalization Plan,
Columbus, OH

2010 Congress of New
Urbanism Charter Award,
Clifton Corridor Urban
Design Guidelines, Atlanta,
GA

2010 American
Planning Association
Excellence Award for
Implementation, Weinland
Park Neighborhood
Revitalization Plan
Columbus, OH

2010 APA Planning
Excellence Awards for
Implementation, High
Street/University District
Plan, Columbus, OH

2009 SCUP Excellence
in Planning Merit Award
for a District or Campus
Component, Clifton
Corridor Urban Design
Guidelines, Atlanta, GA

* denotes projects
completed with other firms

Qualifications & Projects

David has led a wide range of significant projects in North America for public, private, and institutional clients. His commitment to enhancing quality of life and economic opportunity for urban communities is a consistent theme in all his work. David speaks frequently throughout the country on a range of urban design issues, including smart growth, downtown revitalization, integrating a new generation of urban growth into historic urban environments, and sustainable mixed-income neighborhoods. An advocate for many aspects of community-building, he is especially known for initiating a national dialogue - through lectures, commentary, and the organization of two national conferences - on density as an essential tool for revitalizing urban communities. He has chaired the American Institute of Architects' (AIA) Regional and Urban Design Committee and its National Sustainability Task Force. A recipient of many project awards from groups such as the Congress for the New Urbanism and the Society for College and University Planning, in 2007 David received the AIA's highest honor for achievement in the public sphere, the Thomas Jefferson Award for Public Architecture.

Walkable Channelside, Tampa, FL

Served as the principal-in-charge and urban design director. The project involves developing an urban design framework for 40 acres (approximately 10 blocks) of walkable new development.

Boston Public Realm Plan, Boston, MA

Urban design, programming, and implementation plan to supplement City's 2030 Mobility Plan. Focused on the relationship between public space and mobility by exploring how the built environment can foster social interaction, express civic values, and communicate local cultural stories as it provides places for people to get around and gather. Will inform a series "pilot" designs for a variety of spaces across the city.

Central Avenue Corridor Plan and Guidelines*, Albany, NY

Comprehensive urban design and economic-development plan, marketing strategy, and design guidelines for a 2.9-mile stretch of a key business route between downtown Albany and its suburbs. In less than a year, Goody Clancy created a plan, won city support for its implementation, and helped set up a developer-selection process.

Collegetown Urban Plan and Design Guidelines*, Ithaca, NY

A collaboration between the City of Ithaca and Cornell University to develop a framework for the creation of a revitalized urban environment supporting the rich diversity of students, residents, and businesses in close proximity to the campus.

Fort Point Waterfront District Plan*, Boston, MA

Comprehensive plan, urban design framework, and design guidelines to guide the development of more than 12,000,000 SF of mixed-use development and \$1.5 billion in new transportation infrastructure (regional highway, new public transit, and a new local street system) to create an important new waterfront district for the City of Boston focused around a notable public environment.

City Center Master Plan/LCI Update*, Sandy Springs, GA

Master plan for the City of Sandy Springs including a comprehensive stakeholder engagement process, economic analysis, and developer design guidelines.



Jason Schrieber, AICP

Urban Streetscape Design

Qualifications & Projects

With 20 years of private and public sector national experience Jason Schrieber will provide multi-modal planning and design skills with a unique understanding of bicycle and pedestrian needs. Jason has worked on dozens of downtown multi-modal infrastructure improvements installed by cities, land developers and colleges, always in complicated outreach environments. His understanding of minimum dimensional requirements, street design principles, and best practice guidance makes him a valuable resource for street design. Recent successful installations include a two-way conversion in Lowell MA, traffic calming features in Northampton, MA, and reverse angle parking in Somerville MA.

Education

B.S., Urban Planning
University of
Massachusetts, Amherst

Membership

American Institute of
Certified Planners

Association of Pedestrian
and Bicycle Professionals

Congress for the New
Urbanism, Member

Lowell Downtown Evolution*, Lowell, MA

Oversaw the stakeholder coordination, outreach strategies, and technical teams for the testing, analysis, design, and construction documents for the conversion of downtown's one-way streets to their 1950's two-way pattern. Installation is complete and a great success.

Complete Streets & Livability Plan*, Deerfield, MA

Through a charrette process, created an innovative low-cost streets design and supporting Synchro model to improve walking, biking, and transit access, helping to revitalize the town's commercial center. Included shared parking policies, new street cross-sections, new business partnerships, landscaping, and tactical urbanism elements.

Bridge Street Corridor, Dublin*, OH

Coordinated a team of planners and designers to develop a street network of varying cross-section "families"; detailed profiles; parking, transit, and biking strategies and networks; and progressive models to support the plan.

Blatchford Redevelopment, Edmonton*, Alberta, 2013

Led the transportation planning, design, a mobility code language for a new 30,000 person infill "city within a city" upon former airport lands. The carbon-neutral plan of new LRT, tram, bus, bikeways, and parking management systems fits within a complete streets "family" oriented around new open space and water features that meet at a dense mixed-use center.

Downtown to the Hill TOD Plan*, New Haven, CT

Led the technical analyses to support a TOD district plan connecting Union Station with downtown and the burgeoning medical district adjacent to New Haven's Hill neighborhood. A complete streets and multimodal approach supported a new approach of consolidated shared parking and transit, which was recently developed in greater detail for a follow-on mobility plan for the Parking Authority.

Marlboro Street Zoning and Land Use Regulations*, Keene, NH

Developed the transportation components of innovative zoning and land use regulations to encourage redevelopment in the Marlboro Street area of the city. The Marlboro Street corridor is an industrial area in transition. Complete street and shared parking designs are in final programming for installation.

Downtown Chicopee Redevelopment District*, Chicopee, MA

Built the support and conceptual designs for a complete restoration of historic two-way streets in the entirety of downtown, coupled with improved parking access, waterfront redevelopment parcels, and downtown vitality programming.

* denotes projects
completed with other firms



Mike Rutkowski, PE, AICP

Urban Streetscape Design

Registrations

Certified Planner #134824,
AICP

Professional Engineer
#20734, State of North
Carolina

Education

M.S., Civil Engineering,
North Carolina State
University

Qualifications & Projects

Born and raised in Burlington, Mike specializes in sustainable transportation solutions and Complete Streets integration. He is experienced in all aspects of transportation planning and engineering including leading numerous comprehensive transportation, bicycle and pedestrian plans in the U.S. His expertise includes system-level bicycle and pedestrian plans, multimodal crash and safety studies, Complete Streets projects, multiuse trail design, and policy development. He is a certified Youth Bicycle Trainer (LAB) and an advocate of healthy active living. Mike is responsible for implementing several non-motorized projects including the Old Durham Chapel Hill Bicycle and Pedestrian Improvements, Six Forks Complete Streets Corridor Study, as well as the Western Boulevard Multimodal Project.

Complete Streets Typology, Inventory & Assessment, Rochester, MN

Project Manager for Stantec's role on project conducted for City of Rochester, MN in partnership with the Mayo Clinic. Led the Street Topology efforts, including creation of an Inventory and Assessment Toolkit, concept evaluation, analysis of the downtown network, and identification of a preferred demonstration project.

Six Forks Complete Streets Corridor Improvements, Raleigh, NC

Served as Complete Streets lead for this high-profile project in Raleigh. The purpose of this study was to develop concept design plans for creating a Complete Streets and Streetscape Corridor Plan for Six Forks Road between I-440 and Lynn Road in Raleigh, NC. Plan included strategies for improving pedestrian safety and movement; incorporate place-making opportunities, safety, sustainability, and multimodal transportation connectivity; and include an innovative approach to transportation planning for the most dynamically changing corridor in a fast-growing city.

Northeast Area Study, Wake and Franklin Counties, NC

As Project Manager, responsible for leading a multidisciplinary team to conduct extensive public outreach, technical analysis, reporting, and spatial mapping for this project in the fast-growing and diverse northeast section of Wake County and southern Franklin County. Team updated a premium rail transit plan, provided hot-spot safety analyses of 10 intersections and 10 railroad crossings, and worked with CommunityViz to develop growth scenarios. MetroQuest social media, Facebook, and a project website were all utilized to gather input and weigh recommendations for prioritization. Supervised the development of two project symposia that used instant polling to allow real-time feedback between the planning staff and the audience of elected officials, residents and business representatives. Four corridor concept designs were developed to 25% design detail.

North Carolina Pedestrian and Bicycle Plan*, Multiple Locations, NC

As a task manager, led a multidisciplinary team that conducted a thorough strategic "best practice" review of national and international policies, guidelines, designs, and implementation strategies. The team focused specifically on financing recommendations and strategies to build upon the needs, potential and growing opportunity in North Carolina.

University Avenue Complete Streets Improvement Plan, Morgantown, WV

Mike served as Project Manager for the comprehensive vision for this corridor in the form of a final report, traffic operations and safety document, implementation strategy, scenario planning report, and comprehensive corridor plan. Using innovative tools, such as CityZen, a social media outreach tool, traditional websites, MindMixer, project symposia, and a Steering Committee, the Stantec team was able to reach a large number of crucial stakeholders to achieve the public buy-in on the improvements. The final deliverables included 15% - 20% CAD Design Concepts for the two mile corridor supported by high quality imagery and visuals for intersection treatments, bus shelters, dedicated lanes, and a Trail named the Campus Connector.

** denotes projects
completed with other firms*



Ralph DeNisco

Urban Streetscape Design

Qualifications & Projects

Ralph DeNisco has nearly 20 years of transportation planning experience, with a history of successfully implementing a variety of transportation projects in challenging environments. Ralph has channeled his understanding of interrelated transportation issues into actions able to win both community and agency support. He has developed parking management plans, coordinated improvements on important bus routes at multiple scales, and led roadway and intersection design efforts and specializes in working with business, resident, and stakeholder groups on complex integrated transportation issues.

Education

M.A., Urban Affairs, Boston
University Metropolitan
College

B.A., Economics, Boston
College

Selected Lectures

International Health Impact
Assessment Conference,
Quebec City, 2012

National Main Streets
Conference, Presentation
on Parking Policy and
Management, Baltimore,
MD, 2012

FTA Small Starts
Workshop & Roundtable,
Pittsburgh, PA, 2008

Lowell Downtown Evolution Plan*, Lowell MA

An implemented project that was recommended by way of the Downtown Master Plan. Ralph oversaw the stakeholder coordination, outreach strategies, and technical teams for the testing, analysis, design, and construction documents for the conversion of downtown's one-way streets to their 1950's two-way pattern. Installation is complete and a great success.

Connect Columbus Multimodal Transportation Plan*, Columbus, OH

Worked to develop a comprehensive city-wide multimodal transportation plan that integrates auto, bicycle, pedestrian, public transit, freight, and emergency services transportation needs. Ralph helped to bring together diverse stakeholders in multiple week-long public workshops, including mobile workshops across the city, and developed a project list and evaluation criteria through technical and public processes.

East Franklinton Creative Community District Revitalization Plan*, Columbus, OH

Worked to develop a revitalization plan for a neighborhood focusing on attracting artists and other creative individuals to this emerging area. Tasks included existing conditions analysis, opportunities and constraints summary, best practices, preliminary plan and development concepts, including an evaluation of the transportation resources.

Grounding McGrath: Determining the Future of the Route 28 Corridor*, Somerville, MA

Project Manager of a multi-disciplinary team and process that recommended removal of the elevated portions of McGrath Highway. Completed in close coordination with adjacent planning efforts, and a diverse working group, a multi-modal boulevard approach was recommended to meet community, mobility and development goals. Using a triple bottom line analysis, the Study developed broad based evaluation criteria to capture multi-modal mobility, public health, economic development, and equity benefits and impacts. Under the Massachusetts Healthy Transportation Compact, the study was also the pilot project in the Commonwealth for a Health Impact Assessment.

MBTA Key Bus Route Improvement Project*, MBTA, Boston, MA

Project Manager: Performed design and planning services to identify and implement improvements along key MBTA bus routes in and around the City of Boston. Proposed improvements include stop consolidations along the #23 and #39 routes to reduce travel times, improve operations, and provide opportunities for rider amenities at proposed locations. Recommendations were made in the context of enhancing accessibility minimizing impacts to on-street parking and level of service for general traffic along roadways and intersections.

* denotes projects
completed with other firms



Wei Jin, LEED AP

Urban Streetscape Design

Qualifications & Projects

Wei has experience on a wide range of architectural and urban design projects, ranging from campus planning and mixed-use development to residential planning and housing design. Her strong design skills and environmental sensitivities integrate physical design solutions with social aspects and natural systems. Wei has five years of professional experience in China as an architect working on projects from office buildings to residential complexes. She has also worked as the main designer on urban design projects in South Korea and Mexico.

Registrations

B.Arch., Wuhan Urban Construction Institute

Master of Urban Planning and Master of Urban Design, University of Michigan

Union Square Development, Somerville, Massachusetts

Responsible for urban design development for a plan, created for a private development team, to build more than 2 million SF of dense, transit-oriented development around a new transit station. The plan focuses on transforming brownfields parcels into an inviting mix of housing, offices, and stores, and open spaces that encourage social interaction.

West Five, London, Ontario

Created underlying urban design and collaborated on visualizations for a new 70-acre suburban downtown that mixes offices, stores, housing and public open spaces. The community will be a regional model of "smart" design, incorporating significant energy-saving and renewable measures to promote a healthy and sustainable lifestyle.

Uptown Parks Plan, Cincinnati, Ohio

Contributed to four neighborhood-revitalization plans developed for a consortium of academic, medical, and research institutions led by the University of Cincinnati. The plans included reinvigorated Main Streets, mixed-income housing, and other improvements that serve both the client institutions and the larger community.

City Center Master Plan/LCI Update*, Sandy Springs, GA

Helped develop a master plan that harnesses market demand to create a new walkable, mixed use suburban downtown. Our work included economic analysis, developer design guidelines, and a concurrent update of the city's Livable Centers Initiative (LCI) study for the downtown corridor. The LCI report laid out strategies for promoting healthy quality of life and creating a sense of place for the community.

East Franklinton Creative Community District Revitalization Plan*, Columbus, OH

Contributed to a 20-year vision and implementation plan for transforming a post-industrial 200-acre neighborhood next to Columbus's downtown into a residential and commercial area for creative professionals. The plan received a 2013 Congress for the New Urbanism Honorable Mention.

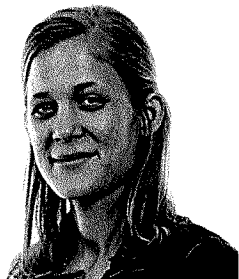
Saint Paul's Quadrant & Hampton Boulevard Plans*, Norfolk, VA

Provided planning for revitalization of the neighborhoods surrounding Old Dominion University and planning for a new mixed-use district on 115 acres of underutilized land next to downtown.

Dublin Bridge Street Corridor Plan*, Dublin, OH

Helped develop a vision and implementation plan for transforming an arterial corridor dominated by sprawl-form strips and office parks into a series of distinct, walkable, mixed-use districts that promote a high quality of life, create an iconic new park, and introduce a wide range of new housing types designed to appeal to educated young knowledge workers. The plan has attracted more than \$330 million of private investment since adoption, and construction of the first major development began in 2015. Recipient of a 2012 Congress for the New Urbanism Honorable Mention.

* denotes projects completed with other firms



Bernadette Callahan, PE

Green Infrastructure/LID

Registrations

Professional Engineer
#PE077478, Pennsylvania

Education

B. S., Civil Engineering,
University of Delaware

Qualifications & Projects

Since its inception in 2011, Bernadette has led the Stantec team in our work with the City of Philadelphia Water Department "Green City, Clean Waters" Program. "Green City, Clean Waters" represents the largest green stormwater infrastructure program ever envisioned in this country, with a 25-year investment of \$2.4 billion from the Philadelphia Water Department and Pennsylvania Environmental Protection Agency. The program outlines a long-term plan for the reduction of combined sewer overflows through investments in green stormwater infrastructure. Additional to this cornerstone experience, Bernadette's 10 years in urban land development, permitting, and stormwater management design grounds her green infrastructure applications expertise in both urban and suburban settings.

Philadelphia Water Department 'Green City, Clean Waters' Green Stormwater Infrastructure Initiative, Philadelphia, PA

The Philadelphia Water Department's "Green City, Clean Waters" Initiative is Philadelphia's 25-year plan for the control of combined sewer overflows. The purpose of this plan is to protect and enhance the health of Philadelphia's waterways through investments in green stormwater infrastructure on a block-by-block scale. Since its inception in 2011, Stantec has assisted the Philadelphia Water Department by providing a variety of surveying, geotechnical engineering, civil engineering, landscape architecture, and green stormwater infrastructure design services.

Philadelphia Water Department Green Streets Initiative, Philadelphia, PA

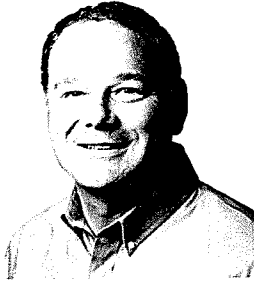
"Green Streets" is an initiative of the "Green City, Clean Waters" program that focuses on the implementation of green stormwater infrastructure into the public right-of-way. Streets and sidewalks account for approximately 38% (over 24 square miles) of the impermeable cover within Philadelphia's combined sewer service area. The purpose of the "Green Streets" initiative is to implement green stormwater infrastructure into the public right-of-way while maintaining the primary function of the street for vehicles and pedestrians. Stantec has completed the design for over 50 systems (and is in the process of designing over 100 more systems) within the public right-of-way.

Philadelphia Water Department Green Parks Initiative, Philadelphia, PA

"Green Parks" is an initiative of the "Green City, Clean Waters" program that focuses on the implementation of green stormwater infrastructure into public parks, recreation centers, and playgrounds. These green spaces provide a great opportunity for stormwater management systems, as they can capture runoff from adjacent streets, parking lots, and other impervious areas. In addition, these green spaces provide ample space for larger demonstration projects while providing a neighborhood amenity.

Stantec has completed the design for eight projects under the Green Parks Initiative including:

- Julian Abele Park
- Ingersoll Commons Park
- Baker Playground
- Heston Gardens
- Haverford Triangle
- Pops Playground
- Kingsessing Recreation Center
- Stenton Park



Bob Corning, RLA, LEED AP

Landscape Architecture

Qualifications & Projects

As Senior Principal in the firm, Bob has experience managing a wide range of projects that include institutional campus master planning and design, urban streetscape and urban park projects, and site development projects. He also leads the institutional planning and design group for Stantec's Planning & Landscape Architecture group in the Northeast.

Registrations

Landscape Architect #983,
Massachusetts

Education

B.A., Landscape
Architecture, Cornell
University

A.A.S., Mohawk Valley
Community College

Boston Convention and Exhibition Center Streetscape, Boston, MA

Site design and permitting for a \$10 million off-site street improvements project.

Boston University Hillel Streetscape & Utility Design, Boston, MA

Streetscape improvements and utility design for a new Student Organization Headquarters building.

Boston College Sculpture & Fountain "Tree of Life", Chestnut Hill, MA

Provided site design for a fountain incorporating the "Tree of Life" sculpture by Peter Rockwell, placed at an important pedestrian crossroads of Boston College's upper Campus

Boston College St. Thomas Moore Statue, Chestnut Hill, MA

Studied the Law School Campus to site and create a permanent place for a bronze statue of St. Thomas Moore by Pablo Eduardo. The space created a new pedestrian gateway to the Law School and includes landscaping, seating area walls and paving, sculpture base and lighting design.

Armenian Heritage Park, Boston, MA

Principal in charge for the design of a four-tenths of an acre park located on the Rose Fitzgerald Kennedy Greenway. Park spaces include a calming lush park, Labyrinth with a reflecting pool, sculpture, and a memorial to remember victims of genocide.

Boston College Conte Plaza, Chestnut Hill, MA

Landscape architectural services for a new 20,000 square foot plaza designed to connect major pedestrian corridors while serving as an informal gathering space for students, and providing outdoor seating for an adjacent athletic complex.

Boston College Veterans Memorial, Chestnut Hill, MA

Provided site design services for the Memorial wall, memorializing all Boston College Veterans from WW1 to the present is engraved with 207 names into a 70' long granite wall. The 4,000 square foot project includes landscaping which anchors the great lawn at Bapst Library.

Massachusetts State and Community Colleges Master Plans, Central Region and Boston Region, MA

Provided signature campus landscape campus master plans for multiple state and community colleges in the Massachusetts Central and Boston Regions. The plans formulated a conceptual vision and a physical framework for the future of the colleges, including short-term improvements as well as long-term possibilities. The objectives for the physical development were based on assessment of the existing conditions, and projected needs for capital improvements and expansion, including assessment of existing facilities, site conditions, circulation, and campus image. Master plans were provided for: Worcester State College, Fitchburg State College, Quinsigamond Community College, Mount Wachusett Community College, Bunker Hill Community College, and Massachusetts College of Art



Trey Dykstra, PE

Geotechnical/Pavement Design

Qualifications & Projects

Mr. Dykstra is a Geotechnical Engineer with experience in a wide range of projects that include roadways, bridges, commercial, developments, industrial developments and landfills. Past responsibilities include project management, planning subsurface investigation programs, performing geotechnical engineering studies, preparing design reports, preparing project specifications, conducting construction inspections, and managing field staff.

Registrations

Professional Engineer
#13145, State of Maine

Drilled Shaft Foundation
Inspector, New England
Transportation Technician
Certification Program

Professional Engineer
#48160, Commonwealth
of Massachusetts

Professional Engineer
#10265, State of New
Hampshire

Education

Bachelor of Science, Civil
Engineering, Syracuse
University, Syracuse, New
York, 1993

Master of Science, Civil
Engineering - Geotechnical
Program, Syracuse
University, Syracuse, New
York, 1996

Memberships

Member, National Society
of Professional Engineers

Sharon Commons Lifestyle Center, Sharon, MA

Project manager responsible for providing preliminary geotechnical design recommendations for a large retail development including approximately 450,000 square feet of retail and commercial space and roadway improvements on approximately 60 acres of land. The subsurface conditions consist of natural sand and gravel deposits. Conducted a significant amount of infiltration testing for proposed stormwater treatment systems.

Parking Lot Study, Winchendon, MA

Project engineer responsible for a geotechnical study of an asphalt pavement parking lot with severe cracking, settlement, rutting and frost damage. The pavement was 17 years old and had begun to show signs of distress a few years after construction. Areas of heavy traffic volumes were completed failed. To evaluate the pavement and soil base course soils a subsurface investigation program consisting of nine test borings was conducted. A 3-inch diameter split spoon was used to collect the soil samples. Three groundwater observation wells were installed in completed borings. Conducted laboratory testing program consisting of two sieves analyses to classify the soils and develop soil properties. A geotechnical engineering report was prepared that explained the cause of the premature pavement failure and provided recommendations for repairing the parking lot. Recommendations included full depth reconstruction with a system of underdrains to lower the groundwater table below the parking lot area.

Applevale Area Reconstruction, Salem, NH

Project engineer responsible for a geotechnical study of approximately 8,000 feet of neighborhood type roadways. The roadways were constructed of asphaltic pavement. The pavement surface was uneven, rutted and showed signs of frost damage. A subsurface investigation program consisting of 8 test borings and 25 ledge probes was conducted to evaluate the pavement and base course soils. A 3-inch diameter split spoon was used to collect the soil samples. A geotechnical engineering report was prepared which contained recommendations including full depth reconstruction and underdrains.

Roadway Rehabilitation, Salem, NH

Project engineer responsible for a geotechnical study of four asphalt pavement roadways with a total length of approximately 4 miles. The roadways were more than 20 years old and had been patched and repaired numerous times in the past. The pavement surface was severely cracked, uneven and rutted along the majority of the roadways. A subsurface investigation program consisting of 13 test borings and 31 ledge probes was conducted to evaluate the pavement and base course soils. A geotechnical engineering report was prepared which contained recommendations including full depth reconstruction and reclaiming the asphalt surface in-place.



Mike Fowler, PE

Geotechnical/Pavement Design

Registrations

Professional Engineer
#018-0007892, State of
Vermont

Education

B.S., Civil Engineering,
University of Vermont,
Burlington, Vermont, 1995

Associate in Civil
Engineering Technology,
Vermont Technical College,
Randolph Center, Vermont,
1989

Qualifications & Projects

Mike Fowler is a senior project manager and is responsible for managing projects and the preparation of preliminary, final and contract design plans for various transportation projects. This work includes field reviews, developing horizontal and vertical alignment, structural pavement design, drainage design, quantity computations and cost estimating. He has a good working knowledge of CADD software including MicroStation and InRoads, as well as extensive experience with project scheduling and cost estimation software. Spending nearly three decades at the Vermont Agency of Transportation (VTrans), Mike has engineered hundreds of highway infrastructure assets to improve mobility and connectivity for communities throughout the Green Mountain State. For the last 13 years, he utilized modern asset management techniques and principles to determine project selection and scheduling for the VTrans' 3-year paving program. In that capacity, he was responsible for performing, guiding, and approving all designs involving various treatments. He also had to plan—and prepare—budgets for the paving program, helping to manage over \$500 million in value from start to finish. Mike's years spent in roadway and bridge design have given him a broad knowledge of the various components of the highway system network.

Waterbury-Stowe STP 2945(1); Stowe STP STSW(1); VT 100 Highway Infrastructure Improvement, Waterbury and Stowe, VT

Project manager and lead VTrans design engineer for this major multi-asset rehabilitation and restoration project. Fundamentally the scope was driven by the full depth pavement rehabilitation of VT 100 which is a very important highway segment connecting Interstate 89 in Waterbury to the widely popular recreation and vacation destination of the greater Stowe area. Project also includes the design and construction of new subsurface drainage and the replacement and upgrade of existing surface drainage systems. Additional significant components to the project involved construction of one new traffic signal system at a problematic intersection as well as major upgrades to existing systems at other high-volume intersections. Within or near the area of STP 2945(1), numerous projects are scheduled for concurrent construction necessitating rigorous coordination between State and local officials. Demand for coordination with a Stowe municipal project [STP STSW(1)] was so great it was determined mitigation was mandatory and the complex process of generating a multi-project contract was undertaken late in the design phase as a means of synergizing construction. Public outreach meetings for this high-profile project were continuous throughout design, and the work for this 10 mile, \$21 million contract is scheduled for completion over the course of the full 2018 and 2019 construction seasons.

South Burlington-Williston NH 2944(1); Williston NH 2949(1); US 2\VT 2A Highway Infrastructure Improvement, South Burlington and Williston, VT

Project manager and lead VTrans design engineer for this major multi-asset rehabilitation and restoration project. Fundamentally the scope was driven by the full depth pavement rehabilitation of Williston Rd. (US 2) and resurfacing of VT 2A, both of which are highly important Principal Arterial segments on the National Highway System network. Project also included the design and construction of new subsurface drainage and the replacement and upgrade of existing surface drainage systems. Other significant components to the project involved major upgrade to traffic signal systems for multiple high-volume intersections, guardrail and further highway safety improvements, and the implementation of designated shoulder lanes to support bicycle traffic and overall alternate use of the restored highway facility. To ensure constructibility, the length of the design phase required rigorous coordination with numerous existing underground and aerial utility installations. Public outreach meetings for this high-profile project were continuous throughout design, and the work for this 3 mile, \$10 million contract was completed during the 2017 construction season.



Thad Luther, PE

Civil Engineering

Registrations

Registered Engineer
#8281, Vermont

Education

B.S., Civil Engineering,
University of Vermont

A.S., Civil Engineering,
Vermont Technical College

Florida Advanced Work
Zone Traffic Control
Course, ATSSA

Qualifications & Projects

Thad has served as a project engineer and manager for a diverse variety of transportation related projects for over 17 years. His roadway experience includes traffic engineering, signal design, highway geometrics and aviation services. His roadway experience includes updating existing intersections, final design of limited access facilities, award winning rural highway upgrades and completion of planning studies for future roadway expansions. He is also experienced with neighborhood enhancement projects that utilize context sensitive design to satisfy multiple stakeholders. Elements of these enhancement projects include roundabouts, traffic calming, sidewalks, and new drainage facilities. Thad successfully combines technical know-how with the ability to facilitate communication between clients, co-workers and the public to complete projects.

Route 7 Reconstruction; Riverside Avenue, Burlington, VT

This project consisted of 1.3 miles of urban reconstruction involving new bike/pedestrian walkway, sidewalk, landscaping, profile studies, and repaving.

Burlington Edmunds School Mid-Block Crossing, Burlington, VT

Project manager responsible for overseeing design of this mid-block crossing. Design included bulb-outs, signing, striping and the addition of Rectangular Rapid Flashing Beacons. Presented project at public alternatives presentation meeting and worked directly with client's project manager.

VT 116/North Street/South Street Improvements, Bristol, VT

Project manager responsible for design services for the improvements to the VT116 / North Street / South Street intersection in the center of Bristol, Vermont. Stantec worked with the Town and VTrans to design a actuated traffic signal system, improved intersection geometry with bulb-outs, decorative intersection street lighting and landscaping. The project improved safety for motorists, pedestrians and bicyclists and enhanced the aesthetics of downtown Bristol.

U.S. Route 2 and Village Green Revitalization, Danville, VT

Traffic Engineer with responsibilities to include traffic data collection, developing timing and phasing plans utilizing Synchro software, traffic signal equipment layout, and development of plans consistent with the client's standards. Additional considerations include pedestrian facilities and lighting.

Town of Sharon - VT Route 132 Roadway Rehabilitation, Sharon, VT

Project Engineer responsible for horizontal and vertical alignment design, typicals, pavement design, and coordination with client and prime consultant. Additional considerations include traffic signal design, intersection layout, guardrail design and superelevation calculations. This project won a ACEC/VT's Engineering Excellence merit award

Lamarque Neighborhood Enhancement, North Port, FL

Project Manager/Project Engineer on project involving 2.5 miles of new sidewalk, intersection safety improvements, and drainage design. Project necessitated by construction on new elementary school in vicinity that increased pedestrian traffic. Specific issues relating to school safety addressed. Project constructed in summer of 2008.



Israel Maynard, PE

Civil Engineering

Registrations

Bachelor of Science, Civil Engineering, University of Vermont, Burlington, Vermont, 2006

Education

Professional Engineer #69573, State of Vermont

Memberships

Member, Chi Epsilon
National Civil Engineering Honor Society

Qualifications & Projects

Israel Maynard has 11 years of experience in designing transportation projects. He has experience designing projects in both the traditional design-bid-build delivery as well as alternative delivery including Design-Build and Public Private Partnership(P3). Technical skills include highway design, traffic control, stormwater management, plan production, and cost estimating. One of Israel's greatest assets is his proficiency in a variety of design software including Microstation, InRoads, Storm and Sanitary, Geopak Drainage, HydroCAD, HY8, and AutoTurn. This proficiency makes him a constantly sought after and valuable team member.

Church Street and St. Paul Street Improvements, Burlington, VT

Project engineer for the final design of improvements to Church Street and St. Paul Streets in Burlington, VT. Improvements for this project focused on pedestrians and economic vitality through efficient lighting, textured walkways, public art, benches, wider sidewalks at corners, roadway improvements, accessibility modification and improvements, trees and plants, gateway features and drainage improvements, signage and other pedestrian amenities to those areas bordering Church Street.

Braintree ER STP 0187(12), VT Route 12A, Braintree, VT

Project Engineer for this Tropical Storm Irene Emergency Relief Project. Scope of work included the complete replacement of Bridge Number 7, replacement of the approach slab to Bridge Number 6, and restoration of the side slope between VT Route 12A and the Third Branch of the White River. Due to the poor condition of Bridge Number 7 and the fear of an imminent failure, this project was fast tracked in design to get it out to bid prior to the spring run-off season.

Waterbury Roundabout, Waterbury, VT

Responsible drainage design for the US Route 2 and VT Route 100 intersection. The proposed improvement will be a single lane roundabout. Services provided included preliminary and final design through contract plans and bid services. This project included an extensive public participation and training program on the education of roundabouts.

U.S. Route 2, Danville, VT

Responsible for final plans and ROW plans for the reconstruction of approximately one mile section fo US Route 2 through the ceter of Danville, Vermont. The project design includes full depth roadway reconstruction, underground power, telephone and cable, a new closed storm drainage system, and stormwater treatment pond. Context sensitive design, the incorporation of local input, local concerns and traffic calming features is a central design principal for this project. Lighting, a traffic signal, signing and pavement markings are also incorporated. This one of a kind project includes extensive local involvement and a cooperative effort with the Vermont Arts Council to incorporate landscaping and sculptural elements into the overall project.

MaineDOT Main Street/Knox Street/Beechwood Street Intersection Improvements, Thomaston, ME

Project engineer responsible for preliminary and final design services for a 2 mile section of US 1, also known as Main Street, through the historic downtown of Thomaston. Traffic engineering was included for improvements to the signalized intersection of Main Street/ Knox Street/Beechwood Street. Stantec will develop the signal design plans using a combination of post and mast arm mounted signals, video detection, and pedestrian countdown signals and all meeting MaineDOT and MUTCD requirements.



Rick Bryant, PE

Traffic Engineering

Registrations

Professional Engineer
#9004, Vermont

Education

B.S., Civil Engineering, MIT

B.S., Management, MIT

M.S., Civil Engineering,
University of California at
Berkeley,

Qualifications & Projects

As Senior Project Manager of 35+ years of consulting experience in New England, Rick is a transportation planner and traffic operations specialist for public sector clients and land development projects for private sector clients. Rick knowledge of applicable state and local regulations and working relationships with highway and environmental permitting agencies will also inform permitting procedures. Rick is also an experienced public speaker who can effectively present transportation plans and projects in public hearings and other forums.

Pearl Street Corridor Study, Burlington, VT

Conducting a roadway operations and design study for an urban street in downtown Burlington, Vermont. Modifications to existing lane use and parking conditions are being evaluated with the goal of adding bike lanes to the roadway. Impacts to traffic operations are being considered. Alternatives will be vetted in a public forum.

VT 2A Scoping Study, Williston, VT

Conducted a scoping study on behalf of the Chittenden County Regional Planning Commission and the Town of Williston to develop alternative improvement plans for the congested VT 2A/Industrial Avenue intersection and the VT 2A roadway segment leading north from the intersection. Proposed plans include capacity and safety improvements as well as new accommodations for pedestrians and cyclists. Alternatives, including various configurations of a modern roundabout were presented to the community and Town officials for review and selection of a preferred alternative.

Colchester Avenue Corridor Study, Burlington, VT

Led a class of University of Vermont students in the preparation of a corridor study for Colchester Avenue in Burlington. The study examined all travel modes and evaluated three alternative configurations for Colchester Avenue including a "complete street" scenario. The complete street plan calmed traffic and provided enhanced accommodations for bicyclists, pedestrians and transit operations. Study findings were presented to community leaders and City officials.

Champlain College Institutional Parking Management Plan, Burlington, VT

Provided transportation peer review services to Champlain College in the development of their Institutional Parking Management Plan. The Plan is just one element of a Champlain program to create a "car free" core campus. Ridesharing is promoted campus wide and supported by restrictive parking policies. The Plan was accepted by City officials allowing certain building construction projects on the campus to move forward.

Proposed Trader Joe's Supermarket, South Burlington, VT

Provided transportation planning services in the development of a retail site on South Burlington's Dorset Street anchored by a Trader Joe's supermarket. Considered the mixed-use nature of the site development plan in determining future project traffic generation. Proposed a left-turn lane extension to address added vehicular traffic demands and pedestrian signal improvements to ensure safe site access conditions.



George Bogue, PE

Structural Engineering

Registrations

Registered Engineer #5136,
Vermont

Professional Engineer
#8537, New Hampshire

Professional Engineer
#7519, State of Maine

Education

M.S., Civil Engineering,
University of Connecticut

B.S., Civil Engineering,
University of Vermont

Memberships

Member, Structural
Engineers Association,
State of Vermont

Qualifications & Projects

As Manager of the Structures team, George is responsible for the overall operation of the structural department and supervision of structural design personnel. He has over 30 years of structural design experience, including more than 25 years of bridge design, rating and rehabilitation experience. In addition to his technical design expertise, many of these projects also require experience in such processes as permitting, alternatives analyses, safety studies and public presentation.

Burlington Main Street Reconstruction, Burlington, VT

Structural engineer for this \$10 million urban highway reconstruction/widening project. The scope of services for this project included survey, planning, steering committee coordination, environmental assessment, federal and State permitting, final design, and construction phase services. Project elements included several major intersections with a coordinated signal system, mitigation of historic impacts, traffic control plan for 23,000 vehicles per day, pedestrian and bike paths, extensive landscaping and ornamental lighting, undergrounding of the existing utilities, an extensive stormwater management system, and project coordination among numerous subconsultants and a six-member steering committee.

VTrans - U.S. Route 7, Charlotte, VT

Structural Engineer for three new box culverts associated with the reconstruction and widening of this rural arterial. Services include alternatives evaluation, design, permitting and cost estimates. Proposed designs are precast reinforced concrete boxes. Two are for streams, one is a pedestrian underpass.

Lime Kiln Bridge, South Burlington, VT

Design Engineer for emergency repairs to the Lime Kiln Bridge, a concrete arch structure, over the Winooski River between South Burlington and Colchester, Vermont. Project included concrete repairs to the deck, columns and arch.

Portland Street Bridge, St. Johnsbury, VT

Project Manager for the inspection and design of repairs to this 870-foot long multi-span steel plate girder bridge, which carries US Route 2 (Portland Street) over the Passumpsic River and Northern Vermont Railroad. Repairs included modifications to existing piers to accommodate jacking girder and replacing bearings, bridge rail modifications to accommodate changes to pedestrian access and repairs to existing concrete substructure.

Bridge Street over the Winooski River, Richmond, VT

Project Manager for the inspection, rating and design of repairs to this 229-foot single span steel camel back thru-truss bridge that carries 2 lanes of over the Winooski River. The structure, built in 1929, has severely deteriorated bottom chord members due to exposure to deicing chemicals. Mr. Bogue was the lead inspector responsible for determining the amount of section loss to the bottom chord. He performed the detailed check of the load rating of the structure under both a 2-lane and single lane traffic, resulting in a reduction in the posted capacity of the bridge and restricting the bridge to a single lane of traffic. He also checked the design of bolted field repairs to the bottom chord that would increase the load rating of the structure.



Karl Richardson, PE

Utility Design & Stormwater

Registrations

Professional Engineer
#59609, State of Vermont

Education

AA, Civil Engineering,
Vermont Technical College,
Randolph, Vermont, 1991

Qualifications & Projects

Mr. Richardson has over 24 years of experience in civil engineering on a wide variety of private and public projects in the areas of transportation and land development. Mr. Richardson has prepared designs, improvement plans, final maps, and transportation improvements for state agencies, municipalities, schools, and private developments. Mr. Richardson utilizes his proficiency in CADD platforms to produce high quality buildable plans. His expertise includes highway design, bicycle/pedestrian design, drainage design, stormwater treatment and permitting.

US 2/I-89 Exit 14 Roadway Improvements, South Burlington, VT

Project engineer responsible for the final design of a third eastbound lane of US Route 2, from the Sheraton / Staples intersection to the I-89 southbound on-ramp. Project specifics include full depth widening, traffic signals, street lighting, landscaping, utility relocation, and stormwater treatment. Plan development and permitting for this urban principal arterial adhere to VTrans LTF procedures and included a construction general permit to address erosion protection and sediment control.

US Route 2/VT Route 100 Roundabout, Waterbury, VT

Preparing final contract plans and permits for the replacement of a stop-controlled T-intersection with a roundabout that will serve as the gateway to downtown Waterbury, Vermont. Stantec worked effectively with the client, adjacent property owners, and a nationally recognized expert on roundabout design to develop a project that results in a context-sensitive, safe and efficient intersection design. New drive access and parking layouts for a gas station, post office, and restaurant were designed to ensure that a positive impact to these neighboring businesses will occur as a result of the project.

CCRPC Lamplite Acres Green Streets Scoping Study, Williston, VT

Project engineer working with local steering committee to evaluate numerous alternatives and make recommendations for mitigating existing stormwater issues through low-impact development and green infrastructure in the Lamplite Acres neighborhood.

CCRPC VT Route 15/Pearl Street Scoping Study, Essex Junction, VT

Project engineer responsible for preparing a scoping report that identified existing conditions; developed a project purpose and need; identified and evaluated alternatives; and conducted a public consensus building process for this half mile urban arterial with over 14,000 vpd. His public facilitation led to developing various "complete street" concepts to create a traffic calming gateway to the historic village that promoted bicycles, pedestrians, and transit in support of the desire for mixed use development along the corridor. Considerations included stormwater treatment, nationally registered historic district, school children activities, decorative street lighting, a modern roundabout, streetscape and amenities, bicycle lanes and shared curb lanes, and narrowing lanes to 10 feet.

Vergennes Train Depot, Vergennes, VT

Project engineer responsible for the plan development for the relocation of a historic train depot in the City of Vergennes. This unique project moves the unused building approximately 1/4 mile to its final destination adjacent to a state park and ride facility in the town of Ferrisburgh. The building will go through a rehabilitation process to change its current use into office space, while planning on its future use as a commuter rail station. Project includes an ADA accessible site, utility extensions, landscaping and geothermal heating system.



Polly Harris

Environmental Compliance & Permitting

Registrations

Certified Floodplain
Manager #US12-06465,
Association of State
Floodplain Managers

Apprentice Wetland
Scientist #28, State of
New Hampshire Board of
Natural Scientists

Education

M.S., Botany, University of
Vermont

B.A., Middlebury College

Memberships

Member, Association of
State Wetland Managers

Member, New England
Chapter, Society of
Wetland Scientists

Qualifications & Projects

As a Project Manager and Wetland Project Scientist, Polly will also be responsible for conducting wetland delineations and functional assessments, wildlife and habitat surveys, and assisting with permit applications for any implemented downtown block improvement projects. Polly offers more than 20 years of professional experience in wetland science and natural resource evaluations. She has extensive background in wetland project management, site evaluations, wetland and stream delineations, reporting, wetland permitting and wetland mitigation planning.

Burlington Main Street Crossing, Burlington, VT

Project Scientist. Conducted environmental evaluations and prepared NEPA CE documentation for a new road crossing.

Colchester Campus Connector, Colchester, VT

Environmental Scientist. Conducted environmental resource evaluations and documentation for a road and sidewalk improvement project. This included NEPA CE documentation and Vermont Act 250 permitting.

Colchester Shared Use Path, Colchester, VT

Project Scientist. Conducted natural resource evaluations, wetland delineations, and wetland permitting for a new shared use path.

Champlain Parkway, Burlington, VT

Conducted site evaluations, prepared Conditional Use Determination application for submittal to the Vermont Agency of Natural Resources, and attended public hearings for the Champlain Parkway transportation project.

Oak Creek Stormwater Project Wetlands Permitting, South Burlington, VT

Wetland Scientist. Conducted wetlands delineations and prepared USACE General Permit application for a stormwater pond in an impaired watershed.

VTrans Franklin Safe Routes to School Natural Resource Evaluation, Franklin, VT

Wetland Scientist. Delineated wetlands and streams, and evaluated wildlife habitat and RTE habitat within project area. Provided summary of findings, including correspondence with Nongame and Natural Heritage Program, as part of a project to provide sidewalks near the local school.

Waterbury Roundabout Natural Resource Review, Waterbury, VT

Wetland Scientist. Evaluated wetlands, streams, wildlife habitat, and RTE habitat within project area. Provided summary of findings, including correspondence with Nongame & Natural Heritage Program.

Chittenden County Regional Planning Commission Scoping Projects, Chittenden County, VT

Environmental Specialist. Conducted environmental resource evaluations and documentation for numerous transportation scoping projects in Chittenden County, including sidewalk, shared-use path, road improvement, and signal improvement projects. Many of these projects also included environmental permitting and NEPA documentation.

ADAM PORTZ, ASLA, PLA
SENIOR ASSOCIATE, LANDSCAPE ARCHITECT



Areas of Expertise

- Master Planning
- Site Planning and Design
- Project Management

Awards

- Vermont ASLA Public Space Award - Honor Award for Waterbury State Office Complex

Appointments

- Executive Board Member, Vermont Chapter American Society of Landscape Architects (2009-2015), President (2010-2015)
- Development Review Board, Town of Middlebury, Vermont (2009-2011)
- Design Advisory Board, City of Burlington, Vermont (2002-2009)

Professional Memberships

- American Society of Landscape Architects
- Vermont Chapter of the American Society of Landscape Architects

Registration

- Registered Landscape Architect: New York #1936-1, New Hampshire #00032, Vermont #125-0077688
- CLARB Certification #6705

Adam is a natural collaborator and creative thinker—always insightful, engaged, and committed to providing the best solution for the situation. He balances a creative approach to master planning and site design with a solid technical foundation—delivering contemporary designs that are also context sensitive. Adam's genuine passion for his work and attentiveness to clients are the building blocks of strong working relationships and successful projects.

Experience

A Registered Landscape Architect, Adam has over 17 years of experience and contributes to a diverse array of projects across all of SE Group's markets.

He is a dedicated volunteer in the community—serving on local review boards, as well as the Executive Board of the Vermont Chapter of ASLA, where he has been recognized with numerous awards. Adam has also been a guest studio critic at the University of Vermont and Vermont Technical College offering insight and experience to those pursuing the landscape architecture profession.

Adam has a Bachelor of Landscape Architecture from Virginia Polytechnic Institute and State University.

Projects

- Waterbury State Office Complex, Vermont
- Hinesburg Town Common Master Plan, Vermont
- Maidstone State Park, Vermont
- Bomoseen State Park, Vermont
- Rumney Elementary School, Vermont
- Champlain College, Center for Communication and Creative Media, Vermont
- Champlain College Perry Hall Promenade Renovation, Vermont
- Cross Street Bridge Project, Vermont
- Hinesburg Public Safety Building, Vermont
- Smugglers Notch Resort Master Plan and Adventure Center, Vermont
- Hickory Hills Multi-Season Recreation Master Plan, Michigan
- Gunstock Recreational Area, New Hampshire
- Mount Snow Master Plan and Phase I Development, Vermont
- Three Rivers Parks District - Hyland Ski & Snowboard Area, Minnesota
- Cranmore Mountain Resort, New Hampshire
- The Community at Mink Brook, New Hampshire

PATRICK OLSTAD, ASLA, PLA, LEED AP
ASSOCIATE LANDSCAPE ARCHITECT



Areas of Expertise

- Master Planning
- Site Planning and Design
- Public Process
- Aesthetic Analysis

Affiliations/Memberships

- American Society of Landscape Architects

With a sensitivity to the uniqueness of place, Patrick seeks to create spaces that are both functional and aesthetically inspiring. He has a strong artistic sensibility for materials and forms that are expressed through custom design details. Additionally, as a LEED accredited professional, Patrick finds opportunities to integrate ecological and low-impact design strategies into each project's aesthetic. With his affable demeanor, he easily develops strong client relationships that are enriched through collaboration—knowing that the best project outcomes come about when multiple perspectives are incorporated into the design and planning process.

Experience

Patrick is a licensed landscape architect with over 20 years of experience with a variety of project types spanning multiple scales. He has demonstrated success leading multi-disciplinary project teams from the conceptual design stage through permitting to construction with a great attention to detail.

Patrick has a Bachelor of Science in Landscape Architecture (Magna cum laude) from Cal Poly San Luis Obispo, and he spent a formative year abroad studying landscape architecture at the Agricultural University of Norway. Patrick's work has received recognition through multiple awards, and he has been a featured speaker for the Vermont Urban and Community Forestry Tree Stewards Conference.

Projects

- Muckcross State Park Master Plan Springfield, Vermont
- Balsams Resort, Dixville Notch, New Hampshire
- Underwood State Park Master Plan, South Burlington, Vermont
- Dumont Park, South Burlington, Vermont*
- Middlebury Riverfront Park, Middlebury Vermont*
- Hanover South Block Mixed-Use Development, Hanover, New Hampshire*
- Hoosic River Greenway, Hoosick, New York*
- Mountain Village Charter School Master Plan, Plymouth, Vermont*
- Alburgh Dunes State Park, Alburgh, Vermont*
- Sentinel Rock State Park, Westmore, Vermont*
- Winooski Downtown Redevelopment, Winooski, Vermont*
- ECHO, Leahy Center for Lake Champlain, Burlington, Vermont*
- Chapel of the Holy Family, Lyndonville, Vermont*
- Porter Hospital Memorial Courtyard, Middlebury, Vermont
- White River Junction Revitalization Plan, White River Junction, Vermont*
- Killington Streetscape, Killington, Vermont*



Registration

Registered Professional
Archeologist

Education

M.L.A., Landscape
Architecture, Harvard
Graduate School of Design

B.S., Environmental
Design

Elise Manning-Sterling, MA, RPA

Principal Archeological Investigator

Project Role

Elise will provide any archeological investigations required throughout all tasks.

Qualifications & Projects

Elise has more than 20 years of experience in archeological investigation. Some of her experience includes investigations for projects such as:

- » Swanze 15697, Swanze Factory Road, Swanze, Cheshire County, NH
- » Fort Ticonderoga, Town of Ticonderoga, Essex County, NY
- » Rogers Island Cultural Historic Park Management Plan, Fort Edward, Washington County, NY
- » Samuel Harrison House Project, Town of Pittsfield, Berkshire County, MA
- » Lebanon Airport Improvements, Lebanon, Grafton County, NH
- » Middlebury State Airport, Middlebury, VT



Certification

36 CFR Part 61 Qualified
Architectural Historian

Education

Bachelor of Architecture
May 1987

Bachelor of Science,
Building Science, May
1986

Walter Wheeler

Senior Architectural Historian

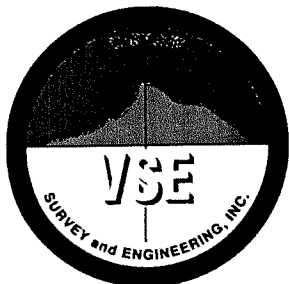
Project Role

Walter will provide any architectural historical consultancy required throughout all tasks.

Qualifications

Walter has over 25 years of architectural history consultancy. He is engaged with the Vermont Division for Historic Preservation, and is specially trained through the Vermont Community Development Program Qualified Professionals Training program.

He oversees and prepares architectural resource surveys, including pre-assessments, literature reviews and historical documentation; field reconnaissance; report and proposal preparation. Walter is also responsible for preparing documents to be reviewed by VAOT, VDHP, and USACOE, for SEQR, Section 106 and NEPA. He prepares reports generated under ACT 250 and the FCCs Nationwide Programmatic Agreement, including preparation of forms 620 and 621.



VERMONT SURVEY and ENGINEERING, INC.

SURVEYORS and CIVIL ENGINEERS

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Employee Bios

Andrew McQueeney

Andrew McQueeney is Vice President and a principal of Vermont Survey and Engineering, Inc., and has been employed at VSE since 1991. As Office Manager, he is responsible for overseeing all deliverables to clients. For much of his career, Andrew has focused on being at the cutting edge of surveying technology, and ensuring that clients receive the highest quality deliverables. Andrew is well versed in CADD drafting standards, including AutoCAD Civil 3D, MicroStation, and InRoads software. He has in-depth knowledge of field practices, bidding contracts, and employee management. Andrew earned an Associate of Applied Science degree in Surveying and Forestry from Paul Smith's College (1986).

Stephen Fraser, LS

Stephen Fraser, LS is President and a principal of Vermont Survey and Engineering, Inc. Prior to his involvement with Vermont Survey and Engineering, Inc., Stephen was a Mapping and Surveying Specialist in the Engineering Department for City of Barre, Vermont (1980-2005). For much of his surveying career, Stephen has focused on the legal aspects of Land Surveying as it affects land boundaries. He is a Land Surveyor licensed in Vermont (1978), New Hampshire (2008), and New York (2012). Stephen is affiliated with the Vermont Society of Land Surveyors, New Hampshire Land Surveyors Association, and New York State Association of Professional Land Surveyors. Stephen earned an Associate of Applied Science degree in Civil Engineering Technology majoring in Surveying from Vermont Technical College (1975).



KURT MULLER, P.E.
Senior Engineer VIII

Mr. Muller's engineering expertise includes project management, environmental site assessment, investigation and remediation design, clean-up oversight, and stakeholder collaboration. Specifically, Mr. Muller has acted as lead project manager and Environmental Professional on more than 30 EPA-funded brownfield site investigations, 15 petroleum investigations that were eligible for reimbursement from Vermont's Petroleum Cleanup Fund and four large CERCLA compliant soil management and remediation projects for the National Park Service. His experience includes preparation of work plans, site investigation reports, and Corrective Action Plans that address a wide variety of contaminants. Mr. Muller's expertise focuses on contaminated soil characterization and management projects that require coordination with a variety of stakeholders. During all of his projects, Mr. Muller has emphasized good communication and participation amongst the stakeholders in order to ensure a successful outcome. Mr. Muller is a licensed Professional Engineer in Vermont with 14 years of experience in the private sector, 12 of which have been with The Johnson Company.

SELECTED EXPERIENCE SUMMARY

Management, Remediation and Construction Oversight—Between 2008 and project completion in 2013, provided oversight and project management for the National Park Service on the successful Krejci Dump Site remediation project in Cuyahoga Valley National Park. In 2014 and 2015 performed oversight and management assistance during the remediation of operable unit 1 (OU1) of the Washington Gas Site for NPS, and oversaw the construction of an isolation barrier at the Orphan Mine Site in Grand Canyon National Park. Provided investigation oversight and document review to confirm Administrative Order of Consent compliance at the GERO Vincennes Site. Designed, managed, and implemented an EPA approved soil and groundwater management plan for the City of Burlington's Waterfront Access North project (2013-present) that rehabilitated land surrounding a former coal fired power plant for safe recreational reuse.

Brownfields Investigation and Redevelopment - Project manager on more than 30 EPA-funded Brownfield site investigations, prepare QAPP documents and investigation reports. Perform corrective action feasibility investigations (CAFI) and prepare CAPs that address a wide variety of contaminants. Familiar with and generate self-implementing cleanup plans for TSCA-regulated PCB sites. Designed, coordinated and implemented remediation for two former paper mills impacted by dioxins/furans and PCBs, which included developing EPA approved QAPPs for post remediation dioxins/furans indoor air clearance sampling, the first of their kind for Region 1 EPA. Prior to project management, performed soil, vapor and groundwater sampling using a variety of techniques including EPA's slow purge sampling procedures, Drive Point/Direct Push technology, Waterloo Profiling, soil and sediment coring, bathymetry assessments, and monitoring well installation. Also, supervised numerous underground storage tank closures throughout Vermont.

Expert Witness and Consulting Services—Working cooperatively with the Vermont Agency of Natural Resources to reevaluate management laws for urban soil impacted by low-level contaminants in a manner that equally mitigates risk to human health and the environment, but employs more pragmatic and cost effective alternatives. Hired to provide expert technical arbitration resolution support for several soil management disputes. Assist both private and public counsel by providing expert technical consulting services and testimony in support of recently passed soil management legislation (Act 52) in Vermont.

EDUCATION

B.A., Biology, University of Vermont, 1999
B.S., Environmental Engineering, University of Vermont, 2004

BOARD MEMBERSHIPS

Vermont Environmental Consortium (2013- present)
Chittenden East Supervisory Union School Board (2015 – present)
President, Sunwood Homeowner Association (2015-present)

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN STANTEC CONSULTING,
INC AND THE CITY OF BURLINGTON REGARDING GREAT STREETS-BANK &
CHERRY STREETS**

A first amendment to the Agreement between Stantec Consulting, Inc and The City of Burlington regarding Great Streets-Bank & Cherry Streets (the “First Amendment”) is made and entered into as of the 17th day of April, 2023, by and between the City of Burlington, a Vermont municipal corporation (“City”), and Stantec Consulting, Inc (“Consultant”) (collectively, “the parties”).

Background

- A. The parties entered into that certain agreement, dated as of March 27, 2018 (the “Agreement”) in order to provide design engineering services for the Great Streets-Bank and Cherry Streets project.
- B. The parties agreed to progress the design engineering services in phases, which under the Agreement include: Phase 1 - Concept Design (30%) for four blocks of Cherry Street and two blocks of Bank Street; Phase 2 - Design and Construction Documents (100%) for three blocks of Cherry Street; and Phase 3 - Construction Administration for three blocks of Cherry Street.
- C. Previously executed Change Orders include:
 - 1) Change Order #1 to add to the Scope of Work that the Consultant will review City zoning requirements and develop site plans for the NBT Bank property and People’s United Bank properties and to increase the Maximum Limiting Amount by \$13,442 (executed 3/28/2018).
 - 2) Change Order #2 to remove from the Scope of Work that the Consultant will collect new data for the Soil Management Plan and instead will review and interpret existing soil data and to decrease the Maximum Limiting Amount by \$4,714 (executed 3/28/2018).
 - 3) Change Order #3 to add to the Scope of Work that the Consultant will develop Construction Documents (100%) and provide Construction Administration for two blocks of Bank Street and one additional block of Cherry Street and to increase the Maximum Limiting Amount by \$557,941 (executed 11/20/2018).

- 4) Change Order #4 to add to the Scope of Work that the Consultant will design a new water main and lining of an existing water main along Cherry Street and to increase the Maximum Limiting Amount by \$51,800 (executed 3/10/2021).
- 5) Change Order #5 to add to the Scope of Work that the Consultant will prepare an opinion of probable construction cost for St. Paul and Pine Streets and to increase the Maximum Limiting Amount by \$25,912 (executed 1/10/2019).
- 6) Change Order #7 to prepare zoning permit applications for NBT Bank and People's United Bank properties and to increase the Maximum Limiting Amount by \$4,000 (executed 2/11/2020).

D. The parties desire to enter into this First Amendment in order to:

- 1) Update the Agreement to reflect previously executed Change Orders Number 1, 2, 3, 3, 4, and 7; and
- 2) Add to the Scope of Work that the Consultant will review construction cost estimates prepared by the City Place Development Team for public improvements to be completed by the City Place Development Team; and Increase the Maximum Limiting Amount by \$6,184.72.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and Stantec Consulting, Inc as follows:

1. In Section 1 (SCOPE OF WORK), paragraph one the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The CONSULTANT shall provide services necessary to ensure the successful completion of the project under consideration as set forth in Request for Proposals from the Department of Public Works dated 12/12/17 and CONSULTANT'S Response and Proposal dated 1/5/18 in addition to Change Order #1, Change Order #2, Change Order #3, Change Order #4, Change Order #5, Change Order #7, and Change Order #9, which are incorporated herein and made a part of this Agreement. The outcome of this work is the completion of design engineering services for the ~~\$591,151.00~~ \$1,245,715.72.

2. In Section 3.B. (Maximum Limiting Amount), paragraph 1, the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$1,245,715.72, without duly authorized written approval.

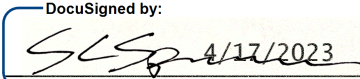
3. In Section 5. (Attachments), the following additions shall be made:

- a. A new Attachment G named “Change Order 1” shall be added after Attachment F and will be adopted by reference and made part of this Agreement.
- b. A new Attachment H named “Change Order 2” shall be added after Attachment G and will be adopted by reference and made part of this Agreement.
- c. A new Attachment I named “Change Order 3” shall be added after Attachment H and will be adopted by reference and made part of this Agreement.
- d. A new Attachment J named “Change Order 4” shall be added after Attachment I and will be adopted by reference and made part of this Agreement.
- e. A new Attachment K named “Change Order 5” shall be added after Attachment J and will be adopted by reference and made part of this Agreement.
- f. A new Attachment L named “Change Order 7” shall be added after Attachment K and will be adopted by reference and made part of this Agreement.
- g. A new Attachment M named “Change Order 9” shall be added after Attachment L and will be adopted by reference and made part of this Agreement.

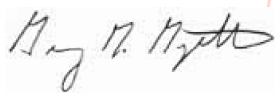
4. Except as specifically amended by the terms of this First Amendment, the Agreement remains in full force and effect. Unless specifically defined in this First Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this First Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By:  4/17/2023  4/17/2023
16A952D842EF4B5...
Chapin Spence, Director of Public Works
Duly Authorized Agent

STANTEC CONSULTING, INC

By:  Digitally signed by
Goyette, Gregory
Date: 2023.04.26 13:54:54
-04'00'
Duly Authorized Agent
Greg Goyette, Senior Principal
(Print Name and Position)

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN STANTEC
CONSULTING, INC AND THE CITY OF BURLINGTON REGARDING GREAT
STREETS-BANK & CHERRY STREETS**

A second amendment to the Agreement between Stantec Consulting, Inc and The City of Burlington regarding Great Streets-Bank & Cherry Streets (the “Second Amendment”) is made and entered into as of the _____ day of February, 2024, by and between the City of Burlington, a Vermont municipal corporation (“City”), and Stantec Consulting, Inc (“Consultant”) (collectively, “the parties”).

Background

- A. The parties entered into that certain agreement, dated as of March 27, 2018 (the “Agreement”) in order to provide design engineering services for the Great Streets-Bank and Cherry Streets project.
- B. The parties agreed to progress the design engineering services in phases, which under the Agreement include: Phase 1 - Concept Design (30%) for four blocks of Cherry Street and two blocks of Bank Street; Phase 2 - Design and Construction Documents (100%) for three blocks of Cherry Street; and Phase 3 - Construction Administration for three blocks of Cherry Street.
- C. Previously executed Change Orders include:
 - 1) Change Order #1 to add to the Scope of Work that the Consultant will review City zoning requirements and develop site plans for the NBT Bank property and People’s United Bank properties and to increase the Maximum Limiting Amount by \$13,442 (executed 3/28/2018).
 - 2) Change Order #2 to remove from the Scope of Work that the Consultant will collect new data for the Soil Management Plan and instead will review and interpret existing soil data and to decrease the Maximum Limiting Amount by \$4,714 (executed 3/28/2018).
 - 3) Change Order #3 to add to the Scope of Work that the Consultant will develop Construction Documents (100%) and provide Construction Administration for two blocks of Bank Street and one additional block of Cherry Street and to increase the Maximum Limiting Amount by \$557,941 (executed 11/20/2018).

- 4) Change Order #4 to add to the Scope of Work that the Consultant will design a new water main and lining of an existing water main along Cherry Street and to increase the Maximum Limiting Amount by \$51,800 (executed 3/10/2021).
- 5) Change Order #5 to add to the Scope of Work that the Consultant will prepare an opinion of probable construction cost for St. Paul and Pine Streets and to increase the Maximum Limiting Amount by \$25,912 (executed 1/10/2019).
- 6) Change Order #7 to prepare zoning permit applications for NBT Bank and People's United Bank properties and to increase the Maximum Limiting Amount by \$4,000 (executed 2/11/2020).
- 7) Change Order #9 to add to the Scope of Work that the Consultant will review construction cost estimates prepared by the City Place Development Team for public improvements to be completed by the City Place Development Team; and Increase the Maximum Limiting Amount by \$6,184.72.

D. The parties desire to enter into this Second Amendment in order to:

- 1) Add to the Scope of Work that the Consultant will revise the design drawings to accommodate change in the building use; and Increase the Maximum Limiting Amount by \$85,716.00.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and Stantec Consulting, Inc as follows:

1. In Section 1 (SCOPE OF WORK), paragraph one the amended text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The CONSULTANT shall provide services necessary to ensure the successful completion of the project under consideration as set forth in Request for Proposals from the Department of Public Works dated 12/12/17 and CONSULTANT'S Response and Proposal dated 1/5/18 in addition to Change Order #1, Change Order #2, Change Order #3, Change Order #4, Change Order #5, Change Order #7, ~~and~~ Change Order #9, Change Order #10, and Change Order #11 which are incorporated herein and made a part of this Agreement. The outcome of this work

is the completion of design engineering services for the ~~\$591,151.00~~ ~~\$1,245,715.72~~
\$1,331,431.72.

2. In Section 3.B. (Maximum Limiting Amount), paragraph 1, the amended text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of ~~\$1,245,715.72~~\$1,331,431.72, without duly authorized written approval.

3. In Section 5. (Attachments), the following additions shall be made:
- a. A new Attachment N named "Change Order 10" shall be added after Attachment M and will be adopted by reference and made part of this Agreement.
 - b. A new Attachment O named "Change Order 11" shall be added after attachment N and will be adopted by reference and made part of this Agreement.
4. Except as specifically amended by the terms of this Second Amendment, the Agreement remains in full force and effect. Unless specifically defined in this Second Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this Second Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By: _____
Chapin Spence, Director of Public Works
Duly Authorized Agent

STANTEC CONSULTING, INC

By: _____

Duly Authorized Agent

(Print Name and Position)

Board of Finance and City Council Submission ChecklistDepartment: Department of Public Works Submitter: Julia UrsakiTitle/Subject: Budget Amendment for BTC Public Improvements

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	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	1/30/2024	Chapin Spencer/Norm Baldwin
Mayor's Office informed and approved memo	Yes	1/31/2024	Jordan Redell
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	1/31/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/31/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

DATE: February 5, 2024 (BOF); February 12, 2024 (CC)

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE Division Director of Technical Services/City Engineer
Megan Moir, Division Director – Water Resources
Kara Alnasrawi, Director of Business & Workforce Development
Brian Pine, Director of the Community & Economic Development Office
Alex Bacheller, Workforce Development Manager

RE: RAISE Reconnecting Downtown Grant Acceptance associated with the BTC
Public Improvements Project

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approval for the City to amend the existing Grant Agreement CA0811 to accept the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for construction of the Great Streets Bank and Cherry project, to build two new segments of Saint Paul Street and Pine Street, and for a workforce development program. The grant amount is \$22,384,000 to be paid upfront by the City of Burlington and then reimbursed by VTrans, with no local match.

Background of the RAISE Reconnecting Downtown Project

The RAISE Reconnecting Downtown Project is part of the overall project related to the CityPlace Burlington Town Center (BTC) Waterfront Tax Increment Financing (TIF) District Public Improvements, Great Streets Bank & Cherry, and Congressionally Directed Spending (CDS) – Cherry Street. This grant funding will support reconstruction of Bank Street and Cherry Street to Great Street standards and new street construction for the segments of St Paul Street and Pine Street between Bank Street and Cherry Street.

The RAISE grant is funded by the United States Department of Transportation (USDOT) and will be administered through the Vermont Agency of Transportation (VTrans). Because of the connection between the CDS and RAISE grants in this overall project, VTrans chose to unite the CDS grant and RAISE grant under one project name and number, for a total grant amount of \$37,384,000, including the previously authorized \$12,000,000 in federal dollars and \$3,000,000

local match for the CDS project. Budgets and invoicing for all work will be managed and tracked separately based on funding source (See Table 3 below). Because the two funding sources are united under one project, we will be amending our CDS CD23(1) Grant Agreement CA0811 to accept this RAISE Grant for \$22,384,000, in addition to the previously authorized \$15,000,000 in CDS grant funds and local match (Attachment 1). In addition to the amendment to Grant Agreement CA0811, the City also seeks approval to execute USDOT's RAISE grant agreement (Attachment 2), which defines the project scope, the City's reporting responsibilities, and other project details. The USDOT RAISE grant agreement was approved by USDOT for execution January 22, 2024.

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

- Unites the Church Street Marketplace with waterfront areas that residents and businesses have repeatedly identified as needing quality, accessible connections
- Provides more comfortable connections for people walking and biking between the Burlington Greenway and Church Street Marketplace, two of Burlington's largest destinations to grow tourism and increase mobility for all residents and visitors
- Will increase tourism and stimulate economic vitality by generating new local and state taxes, enabling property tax relief to Burlington residents
- Protect the water quality of Burlington Bay by limiting the stormwater loading on the City's main Wastewater Treatment Plant during storm events
- Includes a workforce development program, managed by Business and Workforce Development (BWD), that will develop training programs that positively impact underrepresented segments of our population and can offer on-the-job training related to the capital project.

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

These street improvements, especially green stormwater infrastructure, will increase the City's operation and maintenance cost after the project is constructed. Additional staffing support to do maintenance on the green stormwater infrastructure, such as the pervious pavers and tree wells, will be required.

The Reconnecting Downtown Project grant is for a total of \$22,384,000 with **no local match**. Table 1 provides a breakdown of how these funds will be used.

Table 1. RAISE Grant Funds Breakdown

Use	Amount
Cherry Street (east of Church St) Great Streets Construction (DPW)	\$3,330,000
Bank Street Great Streets Construction (DPW)	\$12,200,000
New Street Segments: Pine St & St Paul St Great Streets Construction (DPW)	\$5,320,000
Workforce Development Program (BWD)	\$1,534,000
RAISE Grant Total	\$22,384,000

Table 2 below shows the forecast of grant fund spending by fiscal year for the City's cash flow planning.

Table 2. RAISE Grant Funds Forecast by Fiscal Year

Expense					
	FY24	FY25	FY26	FY27	Total
<i>G/L: 851-19-700.9500_100 BTC Improve- RAISE Reconnecting Downtown Burlington</i>					
	\$1,497,000.00	\$3,941,000.00	\$9,147,500.00	\$6,264,500.00	\$20,850,000.00
<i>G/L: 851-19-700.9500_110 BTC Improve- RAISE Workforce Development</i>					
	\$613,600.00	\$613,600.00	\$230,100.00	\$76,700.00	\$1,534,000.00
Total	\$2,110,600.00	\$4,554,600.00	\$9,377,600.00	\$6,341,200.00	\$22,384,000.00
Revenue					
	FY24	FY25	FY26	FY27	Total
<i>G/L: 851-19-700.4875_130 BTC Improve- RAISE Reconnecting Downtown Burlington</i>					
	\$1,497,000.00	\$3,941,000.00	\$9,147,500.00	\$6,264,500.00	\$20,850,000.00
<i>G/L: 851-19-700.4875_130 BTC Improve- Workforce Development</i>					
	\$613,600.00	\$613,600.00	\$230,100.00	\$76,700.00	\$1,534,000.00
Total	\$2,110,600.00	\$4,554,600.00	\$9,377,600.00	\$6,341,200.00	\$22,384,000.00

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

The Burlington Public Works Commission voted to support the Reconnecting Downtown project in May of 2018.

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

Funding for the Reconnecting Downtown Project

The RAISE Reconnecting Downtown Project is one component of this transformational project. The table below summarizes the various funding sources and uses for this overall project.

Table 3. Overall Project Funding Sources & Uses

The green cells in the table below are funds associated with the Leahy Congressionally Directed Spending (CDS) federal grant including the grant's local match, the blue cells are local or state funds being used for the BTC Public Improvements, and the orange cells are funds associated with the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal grant funds.

Funding Source	Funding Use/Portion of Project	Amount	Relevant BOF/CC Approvals
Leahy CDS	Cherry Street (west of Church St)	\$12,000,000.00	CDS Grant Agreement (CA0811) & Local Match Approval 9/11/2023
City Capital	Local Match - Cherry Street (west of Church St)	\$600,000.00	
Waterfront TIF	Local Match - Cherry Street (West of Church St)	\$2,400,000.00	
Waterfront TIF	Public Improvements for 2A portion of the work	\$16,000,000.00	City Place Public Improvements Construction Costs Approval 6/30/2023
Sales Tax Reallocation – 79 Pine Street	Public Improvements for 2A and 2B in the vicinity of 79 Pine St	\$480,052.00	Budget Amendment for 79 Pine Street Sales Tax Reallocation Funds for the BTC Public Improvements Project Approval 9/11/2023
Sales Tax Reallocation – 130 Bank Street	Public Improvements for 2A and 2B in the vicinity of 130 Bank Street	\$987,059.00	Seeking approval under separate agenda item
RAISE: Reconnecting Downtown	Bank Street, Cherry Street (east of Church St),	\$20,850,000.00	Current request for Grant Acceptance
RAISE: Workforce Development	Business & Workforce Development	\$1,534,000.00	Current request for Grant Acceptance
Total Project Budget		\$54,851,111.00	

DPW now seeks authorization to execute this amendment to our grant agreement CA0811 to accept the RAISE grant (Attachment 1). This grant will have the City incurring project expenses upfront and then seeking reimbursement under the grant for 100% of those expenses. DPW also seeks authorization for a budget amendment (Attachment 3) to add the RAISE funds to the project budget.

A map of these project areas and corresponding funding sources is included in Attachment 4.

External Cost Considerations

The RAISE grant did include allowances for replacement of some existing water mains based on evaluations conducted in 2018. The final design phase will evaluate other potential water resources infrastructure needs based on today's information, including increased water and sewer demand. However, at this time, there is not a funding source for such improvements and those would need to be secured in order to synch with this project.

Please note that while the addition of new stormwater infrastructure is highly beneficial in reducing stormwater inputs to the Main WWTP, this additional new infrastructure does increase long term operation and maintenance costs. Additional maintenance staffing will be necessary to ensure proper operation of this and other recent right of way projects (Champlain Parkway and Shelburne Roundabout as well as others).

Attachments

1. Amendment #1 to Cooperative Agreement CA0811 from the Vermont Agency of Transportation
2. US Department of Transportation Grant Agreement under the Fiscal Year 2023 RAISE Program
3. Draft Budget Amendment
4. Map of Overall Projects and Funding

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute the Amendment #1 to Cooperative Agreement CA0811 from the Vermont Agency of Transportation to accept an additional grant amount of \$22,384,000 for construction of the Reconnecting Downtown Project, for an authorized RAISE grant acceptance in the amount of \$22,384,000, resulting in a total authorized grant acceptance amount of \$37,384,000, including a previously authorized CDS local match in the amount of \$3,000,000, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation with no local match, subject to approval by the City Attorney's Office.
2. To approve and recommend that the City Council authorize the Director of Public Works to execute the U.S. Department of Transportation Grant Agreement under the Fiscal Year 2023 Raise Program to define the scope of work, project schedule, and City's reporting responsibilities, subject to approval by the City Attorney's Office.
3. To approve and recommend that the City Council approve the necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described herein and in the attach draft budget amendment form and further authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.

Actions for City Council:

1. To authorize the Director of Public Works to execute the Amendment #1 to Cooperative Agreement CA0811 from the Vermont Agency of Transportation to accept an additional grant amount of \$22,384,000 for construction of the Reconnecting Downtown Project, for an authorized RAISE grant acceptance in the amount of \$22,384, resulting in a total authorized grant acceptance amount of \$37,384,000, including a previously authorized CDS local match in the amount of \$3,000,000, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation with no local match, subject to approval by the City Attorney's Office.
2. To authorize the Director of Public Works to execute the U.S. Department of Transportation Grant Agreement under the Fiscal Year 2023 Raise Program to define

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the scope of work, project schedule, and City's reporting responsibilities, subject to approval by the City Attorney's Office.

3. To approve necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described herein and in the attached draft budget amendment form, and further authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.

STATE OF VERMONT GRANT AMENDMENT

Part 2 – Grant Amendment

This is a Grant Amendment (hereinafter called “Amendment”) between the State of Vermont, Agency of Transportation (hereinafter called “State”), and the **City of Burlington**, (hereinafter called “Subrecipient”). The Agreement dated **September 19, 2023**, shall be modified as follows:

1. Award Details: Part 1 – Grant Award Detail is hereby deleted and replaced in its entirety with the revised Part 1 – Grant Award Detail attached and made a part hereof.
2. Attachments: Attachment A, Description of Project, and Scope of Work to be Performed by Subrecipient, 1. Project Location and description table, is hereby modified as below and is made a part hereof.

Town	Burlington
Location	Bank, Cherry, Pine, and St. Paul Streets
Description	Design and construction activities to rebuild Bank St., Cherry St., and sections of Pine St, St. Paul St., redevelop the area and improve the downtown to waterfront connection. Project includes workforce development activities.

3. Attachments: Attachment B, Payment Provision, 1. Funding Ratio, 5. Project Costs and Phases, and 7. Allocation of Funds by State, is hereby modified as below and is made a part hereof.

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

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

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

1b. Funding Ratio for RAISE FY2023 grant portion. Up to the maximum limiting amount (MLA) shown below, the State agrees to pay **100** % of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State’s review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

Phase	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$22,384,000	\$0	\$0	\$22,384,000

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

7. Allocation of Funds by STATE. Based on the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **\$0** in State funds and **\$34,384,000** in federal-aid funds for engineering, right-of-way, utility, and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 above).

4. Attachments: Attachment E, Special Conditions, is hereby modified as below and is made a part hereof.
 1. 3-21-23 Allocation of Highway Infrastructure Programs designated in Division L of the Consolidated Appropriations Act of 2023[CFCA No. 20.205} Memorandum (Congressionally Directed Spending grant).
 2. 3-21-23 Allocation of Highway Infrastructure Programs designated in Division L of the Consolidated Appropriations Act of 2023[CFCA No. 20.205} Memorandum Attachment (Congressionally Directed Spending grant).
 3. This agreement is as anticipated in the Fiscal Year 2023 RAISE Grant Agreement - RAISE FY2023 FHWA General Terms and Conditions (June 23, 2023), section 3.7, between FHWA, City of Burlington and VTrans. A copy of the RAISE FY2023 Grant Agreement is attached and is made part of this agreement.
 4. Advance Construction for the RAISE FY2023 grant was approved by FHWA 09/25/23.
5. Attachments: Attachment F, Applicable Standards and Design Criteria, is hereby deleted in its entirety, and replaced by Attachment F, Applicable Standards and Design Criteria dated August 31, 2023, attached, and made a part hereof.

Except as modified by this or any existing Amendments, all other provisions of the original Agreement dated **September 19, 2023**, shall remain unchanged and in full force and effect.

* * * [Signature page follows] * * *

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

State of Vermont
Agency of Transportation

Subrecipient
City of Burlington

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the Vermont Agency of Transportation (VTrans) (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Reconnecting Downtown Burlington project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 RAISE Program: FHWA Projects,” dated June 23, 2023, which is available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Reconnecting Downtown Burlington

Application Date: 2/28/2023

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Peter Pochop
Project Manager
Vermont Agency of Transportation
219 North Main Street, Barre VT 05641
802-477-3123
peter.pochop@vermont.gov

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Jacqueline DeMent
Community Planner and Grants Manager
FHWA Vermont Division
87 State Street, Suite 216
802-828-4573
jacqueline.dement@dot.gov

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: City of Burlington

Designated Subrecipient Project Contacts:

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

Alex Bacheller
Workforce Development Manager
Business and Workforce Development, City of Burlington
131 Church Street, Suite 209, Burlington, VT 05401
802-829-6047
abacheller@burlingtonvt.gov

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

This project will fund final design and construction activities to rebuild Bank Street, Cherry Street, and sections of Pine Street and St Paul Street, including workforce development activities.

2. Statement of Work.

Work to be completed under this project includes:

Preliminary Engineering (PE)

- Engineering design

- National Environmental Policy Act (NEPA) permitting

- Public outreach

- Workforce development activities

Right-of-Way (ROW)

- Property right acquisitions

Construction

- Component 1: Cherry Street. Workforce development activities, utility relocation, stormwater improvements, paving, and complete street improvements including sidewalk construction, furnishings, public art and streetscape upgrades to Burlington's Great Streets Standards along Cherry Street and its intersections.

- Component 2: Bank Street, Cherry Street, and New Street Segments. Workforce development activities, utility relocation, stormwater improvements, paving, and complete street improvements including sidewalk construction, furnishings, public art and streetscape upgrades to Burlington's Great Streets Standards along Bank Street, Cherry Street, and the new segments of Saint Paul Street and Pine Street (between Bank Street and Cherry Street).

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 9/30/2030

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Right-of-Way Certification	12/30/25
Planned PS&E Approval	06/30/26
Planned Construction Substantial Completion and Open to Traffic	09/30/29

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: \$22,384,000

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Portion of the Project	Portion of the RAISE Grant	Obligation Condition
Preliminary Engineering (PE)	\$4,284,000	
Right-of-Way	\$355,000	If the FHWA Vermont Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements.
Component 1: Cherry Street	\$4,212,200	If the FHWA Vermont Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements for work in contract.
Component 2: Bank Street, Cherry Street, and New Street Segments	\$13,532,800	If the FHWA Vermont Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements for work in contract.

3. Approved Project Budget.

Eligible Project Costs					
	Preliminary Engineering	Right-of-Way	Component 1: Cherry Street	Component 2: Bank Street and New Street Segments	Total
RAISE	\$4,284,000	\$355,000	\$4,212,200	\$13,532,800	\$22,384,000
Funds:					
Other Federal	\$880,000	\$200,000	\$10,920,000	\$0	\$12,000,000
Funds:					
Non-Federal	\$220,000	\$50,000	\$2,730,000	\$0	\$3,000,000
Funds:					
Total:	\$5,384,000	\$605,000	\$17,862,200	\$13,352,800	\$37,384,000

4. Cost Classification Table

Reserved.

5. Approved Pre-award Costs

On September 25, 2023, VTrans sent a written request to the FHWA Vermont Division for advance construction (23 U.S.C. 115) authorization to initiate the PE Phase. VTrans requested advance construction for \$300,000 in RAISE Grant funds. The Division authorized advance construction on September 25, 2023.

Activities under that authorization are approved pre-award costs under 2 C.F.R. 200.458.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: No changes.

Schedule: The schedule in this grant agreement differs from the schedule submitted in the grant application by two years. This is because the NEPA and ROW processes are starting later and will take longer than the City anticipated. The schedule submitted with the application had the NEPA documentation starting in early 2023 and had assumed that funds to begin this project would be available at that time. Additionally, the amount of time allotted for internal review by VTrans for both NEPA and ROW is more than the City originally anticipated. The City anticipates that construction will start by April 15, 2027.

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Construction Substantial Completion and Open to Traffic Date:	12/31/2026	9/30/2029

Budget: No changes.

Other: N/A

SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: FY 23

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: Cherry Street at Saint Paul Street

Baseline Measurement Date: July 15, 2026

Baseline Report Date: September 15, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Severe Crashes	Safety Crash data from the State will be reported for the entire project study area.	Quarterly
Pedestrian Volumes	Environmental Sustainability, Mobility and Community Connectivity, Quality of Life Count collection should utilize industry standards, such as National Bicycle and Pedestrian Documentation Project methodology, Pedestrian and Bicycle Information Center resources, and protocols included in the FHWA Traffic Monitoring Guide.	Quarterly

SCHEDULE H CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project significantly reduces transportation-related pollution, like air pollution and greenhouse gas emissions. <i>(Describe the expected reductions and how they are achieved in the supporting narrative below.)</i>
	The Project aligns with an applicable State, regional, or local carbon-reduction plan. <i>(Identify the plan in the supporting narrative below.)</i>
X	The Project addresses the disproportionate negative environmental impacts of transportation, such as exposure to elevated levels of air, water, and noise pollution. <i>(Describe how in the supporting narrative below.)</i>
	The Project implements transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers. <i>(Describe how in the supporting narrative below.)</i>
	The Project shifts freight to lower-carbon travel modes to reduce emissions. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves the resiliency of at-risk infrastructure to withstand extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating best practices identified by the USDOT. <i>(Identify the at-risk infrastructure and describe how the project improves its resiliency in the supporting narrative below.)</i>
	The Project incorporates energy efficient investments, such as electrification or zero emission vehicle infrastructure. <i>(Describe the energy efficient investments in the supporting narrative below.)</i>
	The Project redevelops brownfield sites. <i>(Identify the brownfield sites and describe the redevelopment in the supporting narrative below.)</i>
	The Project removes, replaces, or restores culverts to improve passage of aquatic species. <i>(Identify the affected culverts and describe how the changes will improve the passage of aquatic species in the supporting narrative below.)</i>
	The Project avoids adverse impacts to air or water quality, wetlands, and endangered species. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes floodplain upgrades consistent with the Federal Flood Risk Management Standard in Executive Orders 14030 and 13690. <i>(Describe those floodplain upgrades in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Project addresses the disproportionate negative environmental impacts of transportation, such as exposure to elevated levels of air, water, and noise pollution. *(Describe how in the supporting narrative below.)*

This project will repair the city of Burlington’s downtown street grid, and, in doing so reduce travel times, improve air quality by decreasing the amount and length of trips made by vehicles, and enhance the city’s active transportation network.

Reducing Pollutants & Addressing Disproportionate Impacts on Underserved Communities

Approximately 4,600 people live within ¼ mile of the project area. The USDOT defines this as an Area of Persistent Poverty, where residents experience very high rates of pollution and socioeconomic disadvantages when compared to the rest of Vermont. Here, residents are living above the 90th percentile for 95% of all EPA registered pollution hazards; and at the 100th percentile for exposures to air toxins that pose cancer and respiratory health risks.

This project will restitch the fabric of the downtown street grid. This connectivity will reduce travel times for all modes in the area and save 84.167 hours of travel per day. These reduced travel times will result in reduced greenhouse gas emissions and air and noise pollution – a significant benefit for the many underserved communities living in and traveling through the project area.

Transportation-Efficient Design, Modal Shifts to Active Transportation, and Net Zero 2030

Not only will this project reduce the amount of hours cars spend on downtown roadways, it will also add 0.75 miles of new downtown bikeways, 8,000 linear feet of new, accessible sidewalks, public art, and benches that make it easier and more functional for people to get where they need to go without a vehicle. This will further aid in the reduction of vehicle miles traveled through modal shift, as it creates critical connections to the Downtown Transit Center as well as modal shift to active transportation. Every mile that someone travels by non-motorized means keeps 0.73 pounds of greenhouse gas emissions out of the atmosphere, further reducing transportation-related air pollution and greenhouse gas emissions in this community.

SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project increases affordable transportation choices. <i>(Describe how in the supporting narrative below.)</i>
X	The Project expands active transportation usage. <i>(Describe how in the supporting narrative below.)</i>
X	The Project significantly reduces vehicle dependence. <i>(Describe how in the supporting narrative below.)</i>
	The Project reduces transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure. <i>(Describe how in the supporting narrative below.)</i>
X	The Project coordinates and integrates land use, affordable housing, and transportation planning to create more livable communities and expand travel choices. <i>(Describe how in the supporting narrative below.)</i>
	The Project reduces vehicle dependence and improves access to daily destinations, such as jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks, such as by adding new facilities that promote walking or biking. <i>(Describe how in the supporting narrative below.)</i>
	The Project implements transit-oriented development that benefits existing residents and businesses. <i>(Describe how in the supporting narrative below, including a specific description of the benefits to <u>existing</u> residents and businesses.)</i>
	The Project mitigates urban heat islands to protect the health of at-risk residents, outdoor workers, and others. <i>(Describe how in the supporting narrative below.)</i>
	The Project proactively addresses racial equity. <i>(Describe how in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>

	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Project coordinates and integrates land use, affordable housing, and transportation planning to create more livable communities and expand travel choices. *(Describe how in the supporting narrative below.)*

The reconnection of Bank Street with Cherry Street and the coordinated mixed-use development will provide direct, multi-modal access to everything that makes a livable community and improves residents' quality of life: transportation choices, food, neighbors, outdoor space, vibrant sidewalks and plazas, and employment. This project will reduce automobile dependency and transportation-related expenses that are a burden to many households. In turn, residents will have an opportunity to convert their transportation expenses toward housing, food, and self-care.

Integrating Affordable Housing, Land Use, and More Livable Communities

Burlington's historic zoning policies directly impacted the disparities that downtown residents face, but this project will offer new opportunities to directly improve the quality of life for the disadvantaged communities living in the project area through access to new affordable house, terraces, gardens, retail, restaurants and businesses integrated with downtown's street grid that will be reconstructed with this project. These mixed-use additions will begin to redress the limited housing availability, high rental costs, limited infrastructure for social connectivity, and high costs of auto-dependent transportation for residents already living with financial stress and language barriers.

The fragmented street network after Urban Renewal separated working-class communities and made the alternative routes – now carrying higher volumes of traffic – less appealing to walk, bike, or connect with people outside. The public-private partnership to Reconnect Downtown Burlington will establish new transportation infrastructure that directly improves system-wide connectivity based on clear, consistent public feedback.

Increasing Affordable Transportation Choices & Reducing Vehicle Dependence

planBTV Downtown & Waterfront, planBTV Walk Bike, and nearly every recent comprehensive plan for Burlington acknowledges that pedestrian mobility should

be the highest priority in the downtown. This project makes every effort to reduce reliance on single occupant vehicles, increase transit use, increase connectivity of the bike network, and allow people to live, work, play, and move freely.

Burlington's Great Streets create an appealing environment and new connections that will reduce vehicle dependence in the project area. This project will widen sidewalks, add benches, bike racks, and street trees; capture stormwater and beautify the street with raingardens; add bicycle boulevards; improve access to transit; and create an environment that invites people to connect between the downtown, waterfront, and surrounding neighborhoods. The area just outside of the project limits is prevalent with origins and destinations for multi-modal travel, while the project area is rather barren. This project will enable people to make connections to the surrounding area and create a new environment for origins and destinations on Cherry Street, Bank Street, Pine Street, and St Paul Street.

SCHEDULE J LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner implements targeted hiring preferences that will promote the entry and retention of underrepresented populations into those jobs including women, people of color, and people with convictions. <i>(Describe the use of targeted hiring preferences that will promote the entry and retention of underrepresented populations in jobs in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>

	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*

The City of Burlington intends to engage local community partners, and relevant City departments to develop training programs that positively impact underrepresented segments of our population and can offer on-the-job training related to the capital project itself. Workforce development activities will include:

(i) The creation of an advisory committee made up of community nonprofit organizations dedicated to serving and supporting underrepresented populations within the City of Burlington with particular focus on youth in the community. The advisory committee will also contain representatives from the city's Community and Economic Development Office as well as the Office of Racial Equity, Inclusion and Belonging. The committee will assist in identifying youth needs, needs of the underrepresented, and interests around job training, including what hurdles may stand in the way of successful completion of workforce programming. The advisory committee will have a special focus on vulnerable youth, including low-income and youth of color, including immigrants and refugees.

(ii) With the aid of the advisory committee, a report will guide recommendations focusing on youth and underrepresented populations for the creation of workforce

trainings, including related professional skills. These skills may be addressed through a variety of offerings, including connections with/referrals to local organizations and programs that focus on building community for youth.

(iii) In order to create a connection between the capital project itself and the workforce development portion, a large focus of this work will be a workforce training program centered on construction and weatherization. These programs will offer partnership with area experts to provide Construction 101 and Weatherization 101. In addition, these programs will offer an on-the-job training experience, which will partner with the specific phases of the project to reconnect downtown Burlington. Supporting workforce training in this realm will also fill the immediate needs the City sees in the trades, weatherization and green jobs. All programming will be structured with the specific aim of reducing barriers by offering completion bonuses, necessary apparel and tools, childcare support and transportation support.

As far as specific applications to the scope of work in this project, during Component 1: Cherry Street and Component 2: Cherry Street, Bank Street and New Street Segments, this project will offer on-the-job training for trainees in roadway construction.

Construction trainings, such as Construction 101 and Weatherization 101 will prepare trainees for entry-level work in the construction trades. These intensives provide tool handling, safety techniques, and technical knowledge. These skills include proper and safe use of a variety of tools, including power tools, common construction vocabulary and job-site expectations, both residential and commercial techniques, and basic construction math. During these courses, participants will earn their Occupational Safety and Health Administration (OSHA) 10 certification and National Center for Construction Education Research (NCCER) credentials.

Construction and weatherization trainings will not only make local hiring easier for employers but will create job opportunities for skilled labor on a well-funded project that will enhance the standard of living for the Burlington community.

(iv) Ongoing data collection, reflection, and performance reporting will be used to both understand the program's effectiveness and to respond to evolving needs of the community.

**SCHEDULE K
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: Existing

Existing Award Program: 20.205; Highway Planning and Construction

2. Title VI Assessment Information.

This section is not applicable because the Recipient Type Designation is “Existing.”

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party’s signature.

Vermont Agency of Transportation

	By:	
Date		Signature of Recipient’s Authorized Representative
		Joe Flynn
		Name
		Secretary
		Title

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

City of Burlington

_____	By: _____
Date	Signature of Designated Subrecipient's Authorized Representative
	Chapin Spencer
	_____ Name
	Director of Public Works
	_____ Title

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	Randy Warden

	Name
	FHWA Vermont Division Administrator

	Title

Department: DPW Requested by: Laura Wheelock/Julia Ursaki Date: DRAFT

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



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

Pink is the area that under our agreement with City Place they will construct this area completely with the exception of furnishings, plantings, and lighting. This is funded with TIF and State Sales Tax Reallocation for 79 Pine and 130 Bank (\$13.23M)

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Julia Ursaki
RAISE Reconnecting Downtown Grant Acceptance associated with the BTC
Title/Subject: Public Improvements Project

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	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	1/26/2024	Chapin Spencer/Norm Baldwin
Mayor's Office informed and approved memo	Yes	1/31/2024	Jordan Redell
Board/Commission, if required	N/A		Board of Finance
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	1/30/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/30/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

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

DATE: February 5, 2024 (BOF)/February 12, 2023 (CC)

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE Division Director of Technical Services/City Engineer
Ashley Parker, Capital Program Director
Brian Pine, Director of the Community & Economic Development Office

RE: Budget Amendment for 130 Bank Street Sales Tax Reallocation Funds for the
BTC Public Improvements Project

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approve a budget amendment to the BTC Public Improvements Project Budget - Great Streets Bank and Cherry Street Project Budget to add \$987,059 in Sales Tax Reallocation (STR) funds from the State of Vermont in association with the Burlington Town Center redevelopment project at 130 Bank Street.

Background

The Community & Economic Development Office (CEDO) applied for the funding in June of 2023, bringing the request to apply to the City Council on June 20, 2023. The funds were applied for towards the public improvements along Bank Street and Pine Street in the vicinity of the 130 Bank Street site redevelopment under two projects: the Burlington Town Center (BTC) Public Improvement Project that the City has collaborated with City Place Partners to construct, and the City's Great Streets Bank and Cherry Street Project – both within the City's public rights-of-way.

The City approved the construction costs for the BTC Public Improvement Project in June of 2023 and construction has already started on Bank Street and Saint Paul Street. We expect the Public Improvements work on Bank Street to be complete in early 2025.

Under the STR program, the City can request reimbursement for 50% of the STR funds once the development project is 50% complete, and the remaining 50% once both the development project and public improvements project are complete.

Funding/Budget

The 130 Bank Street Sales Tax Reallocation funds are one component of this transformational project that will reconnect the downtown street grid severed by Urban Renewal and reinvest in resilient, welcoming, multi-modal streets. The table below summarizes the various funding sources and uses for this overall public infrastructure project.

Table 1. Overall Project Funding Sources & Uses

The green cells in the table below are funds associated with the Leahy Congressionally Directed Spending (CDS) federal grant including the grant's local match, the blue cells are local or state funds being used for the BTC Public Improvements, and the orange cells are funds associated with the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal grant funds.

Funding Source	Funding Use/Portion of Project	Amount	Relevant BOF/CC Approvals
Leahy CDS	Cherry Street (west of Church St)	\$12,000,000.00	CDS Grant Agreement (CA0811) & Local Match Approval 9/11/2023
City Capital	Local Match - Cherry Street (west of Church St)	\$600,000.00	
Waterfront TIF	Local Match - Cherry Street (West of Church St)	\$2,400,000.00	
Waterfront TIF	Public Improvements for 2A portion of the work	\$16,000,000.00	City Place Public Improvements Construction Costs Approval 6/30/2023
Sales Tax Reallocation – 79 Pine Street	Public Improvements for 2A and 2B in the vicinity of 79 Pine St	\$480,052.00	Budget Amendment for 79 Pine Street Sales Tax Reallocation Funds for the BTC Public Improvements Project Approval 9/11/2023
Sales Tax Reallocation – 130 Bank Street	Public Improvements for 2A and 2B in the vicinity of 130 Bank Street	\$987,059.00	Current request for Budget Amendment
RAISE: Reconnecting Downtown	Bank Street, Cherry Street (east of Church St),	\$20,850,000.00	Seeking approval under separate agenda item
RAISE: Workforce Development	Business & Workforce Development	\$1,534,000.00	Seeking approval under separate agenda item
	Total Project Budget	\$54,851,111.00	

A DRAFT budget amendment to add these funds to the project has been included for consideration in Attachment 1. Please note that his budget amendment is the same as attached to the RAISE Reconnecting Downtown Grant Acceptance, and we are seeking approval for different portions of the budget amendment under two separate agenda items.

A map of these project areas and corresponding funding sources is included in Attachment 2.

Attachments

1. DRAFT Budget Amendment

An Equal Opportunity Employer

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

2. Map of Overall Projects and Funding

Motions

Actions for Board of Finance:

To approve and recommend that the City Council authorize the Director of Public Works or designee to request reimbursement in the amount of ~~of~~ \$987,059 in 130 Bank Street Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget and to accept the same, and to further authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding.

Actions for City Council:

To authorize the Director of Public Works or designee to request reimbursement in the amount of \$987,059 in 130 Bank Street Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget and to accept the same, and to further authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding.

Department: DPW Requested by: Laura Wheelock/Julia Ursaki Date: DRAFT

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



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

Pink is the area that under our agreement with City Place they will construct this area completely with the exception of furnishings, plantings, and lighting. This is funded with TIF and State Sales Tax Reallocation for 79 Pine and 130 Bank (\$13.23M)

Board of Finance and City Council Submission ChecklistDepartment: Department of Public Works Submitter: Julia UrsakiTitle/Subject: Budget Amendment for 130 Bank Sales Tax Reallocation

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	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	1/26/2024	Chapin Spencer/Norm Baldwin
Mayor's Office informed and approved memo	Yes	1/31/2024	Jordan Redell
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	1/29/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/29/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Lee Perry
*DIVISION DIRECTOR
DPW MAINTENANCE DIVISION*

MEMORANDUM

To: Board of Finance, City Council

From: Chapin Spencer, Director
Lee Perry, Division Director Maintenance
Kerin Durfee, Director, Human Resources
Tony Berry, HR Manager, Human Resources

CC: Damion Gilbert, President, AFSCME Local 1343
Steve Groelinger, Vice President, AFSCME Local 1343
Chris Harinsky, Union Steward, AFSCME Local 1343

Date: February 5, 2024

Re: Approve Street Maintenance Worker/Working Foreperson Retention Bonuses

Executive Summary:

After some protracted and difficult discussions between the Union, Management and the Street Maintenance Team regarding requests to reclassify the Street Maintenance Worker and Working Foreperson job descriptions, all parties have reached agreement on a solution to the division's high turnover. The Department of Public Works (DPW) requests Board of Finance and City Council approval to provide one-time retention bonuses for both the Street Maintenance Worker and Street Maintenance Working Foreperson positions in the amount of \$1,500 per employee to help retain employees in these critical positions through winter and the beginning of the 2024 construction season after a period of high turnover.

Funds to support the retention bonuses will come from within the Street Department FY24 budget at a total expense of ~\$28,500.00. The retention bonus will be spread out over three (3) payments of \$750.00, \$375.00, and \$375.00 each based on the schedule below.

Background:

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

Retention bonuses for the Street Maintenance Worker, and Street Maintenance Working Foreperson Positions

The Street Maintenance work group within the Maintenance Division is comprised of 16 Street Maintenance Workers and 3 Street Maintenance Working Forepersons – for a total of 19 full-time Union positions. The Street Maintenance scope of work consists of various maintenance responsibilities within the City right of way, such as paving patches, and filling potholes with asphalt, removing and installing concrete sidewalk, street and sidewalk sweeping, and other maintenance needs. In addition to the tasks mentioned, they also support other Public Works divisions through billable work, such as Water Resources, maintaining, repairing, and installing their sewer and stormwater infrastructure, restoring asphalt in the roadway and replacing concrete curb and sidewalk because of water break repairs.

AFSCME requested a reclassification review of the Street Maintenance Worker and Working Foreperson job descriptions in April of 2023, and more recently on September 6, 2023. As a result of this request, staff worked in consultation with Management and AFSCME representatives, to make several updates to the job description which was then submitted for grading to the Human Resources Department (HR). HR and Management worked with the appropriate representatives from AFSCME during the process.

It was determined through the reclassification process both times that regrading the two positions was not warranted based on the materials submitted. Because of this determination, AFSCME filed a grievance on November 22, 2023. Soon after DPW, Human Resources, AFSCME, and representatives of the Street Maintenance Team met and began discussing the results of the reclassification, and what next steps could be taken to support the team including possibly advancing another reclassification request for the Street Maintenance positions.

Through several meetings it became clear that management recognizes the talent, value and hard work of the Street Maintenance team as they are an integral part of maintaining the City's infrastructure, keeping the streets and sidewalks safe and usable for not only its residents and visitors, but also emergency services and public transportation. Management recommends retention bonuses for the Street Maintenance Worker and Street Maintenance Working Foreperson positions for several reasons including:

- There has been significant turnover in the workgroup in the past year with 8 of the 19 positions (42%) turning over
- Retention of essential Street Maintenance talent through the pivotal winter maintenance season and beginning of our 2024 construction season
- Recognition of additional tasks added to the job descriptions that have not resulted in a reclassification in either of the last two requests (April 2023, September 2023)
- Consideration of a City-commissioned compensation study (Gallagher Flynn, 2022) that indicated current Street Maintenance pay scales are approximately \$1,000 below the 75th percentile of a sampling of comparable positions in the region
- Allowance for additional time to get guidance from the City's operational efficiency study and development of the City's FY25 budget before considering any future reclassification request

Financial Considerations:

The proposed retention bonuses would be paid as follows:

- \$750.00 for all Street Maintenance Workers and Working Foreperson who are employed as of December 31, 2023
- \$375.00 for all Street Maintenance Workers and Working Foreperson who work from January 1, 2024 through March 31, 2024
- \$375.00 for all Street Maintenance Workers and Working Foreperson who work from April 1, 2024 through June 30, 2024

The total cost of the retention bonuses will be approximately \$28,500. There is sufficient funding in the FY'24 Street Maintenance budget to cover this cost due to the number of vacancies the work group experienced earlier in the year and DPW will still be able to meet its attrition target. The bonuses will all be paid within FY'24. It is clear these are one-time bonuses and there is no expectation that they will continue.

Motions:

Board of Finance:

To approve and recommend that the City Council approve the attached Memorandum of Understanding between AFSCME Local #1343 and the City of Burlington Re: Retention Bonus for Department of Public Works Street Maintenance Employees, authorizing Public Works Director Chapin Spencer to execute the agreement and to further authorize the payment of retention bonuses to employees holding the positions of Street Maintenance Worker and Street Maintenance Working Foreperson for the periods described and amounts listed therein provided that such payments shall not exceed \$1500 per employee or \$28,500 in the aggregate, subject to review as necessary by the Chief Administrative Officer or designee.

City Council:

To approve the attached Memorandum of Understanding between AFSCME Local #1343 and the City of Burlington Re: Retention Bonus for Department of Public Works Street Maintenance Employees, authorizing Public Works Director Chapin Spencer to execute the agreement and to further authorize the payment of retention bonuses to employees holding the positions of Street Maintenance Worker and Street Maintenance Working Foreperson for the periods described and amounts listed therein provided that such payments shall not exceed \$1500 per employee or \$28,500 in the aggregate, subject to review as necessary by the Chief Administrative Officer or designee.

Thank you. Do not hesitate to contact Lee Perry at lperry@burlingtonvt.gov or 802-316-7568 if you have any questions.

MEMORANDUM OF AGREEMENT
BETWEEN
AFSCME LOCAL #1343 AND THE CITY OF BURLINGTON
RE: RETENTION BONUS FOR DEPARTMENT OF PUBLIC WORKS STREET
MAINTENANCE EMPLOYEES

This is an Agreement between the American Federation of State, County, and Municipal Employees, Local #1343 (“AFSCME” or “Union”) and the City of Burlington (“City”), acting by and through the Department of Public Works (“DPW” or “Department”), collectively “Parties”, meant to memorialize the Parties’ understanding and agreement with respect to the terms and conditions of payment of retention bonuses to certain Department of Public Works employees in the Maintenance Division.

WHEREAS, the City and Department wish to recognize the dedication and perseverance of the Street Maintenance Workers and Working Forepersons; and

WHEREAS, 8 of the 19 (42%) Street Maintenance Worker positions have turned over in the last 12 months; and

WHEREAS, with staffing shortages and significant turnover of the workgroup during Fiscal Year ‘24 said workgroup has shown exceptional resolve and commitment to the operations of the Division and Department; and

WHEREAS, ongoing retention of Street Maintenance talent is essential in light of the current winter maintenance season and beginning of FY ‘25 construction season; and

WHEREAS, in appreciation and recognition of certain tasks added to the Streets Maintenance Worker and Working Foreperson positions in April 2023 and September 2023; and

WHEREAS, a 2022 City-commissioned compensation study indicated Street Maintenance pay scales were approximately \$1,000 below the 75th percentile of a sampling of comparable positions in the region; and

WHEREAS, the retention bonuses offer the City additional time to undertake an operational efficiency study and revisit potential additional job description changes to the Street Maintenance job descriptions that may be warranted;

NOW THEREFORE, in recognition of the foregoing, the Parties agree as follows:

1. The City commits to a retention bonus payment for all employees holding the positions of Street Maintenance Worker and Street Maintenance Working Foreperson according to the following payout schedule:

- a. A sum of \$750 for those who were employed in such positions on Dec 31, 2023 and who maintain employment in such positions as of the date of execution of this MOA; and
- b. An additional sum of \$375 for those who are employed in such positions as of the date of execution of this MOA and maintain employment in such positions through March 31, 2024; and
- c. An additional sum of \$375 for those who are employed in such positions as of April 1, 2024 and maintain employment in such positions through June 30, 2024.

The total amount of retention bonus payments made pursuant to this MOA shall not exceed \$1,500 per eligible employee. Final determination regarding employee eligibility for such payments shall be in the sole discretion of the City.

- 2. The retention bonus payments made pursuant to this Agreement shall be added to eligible employees' next regular paychecks as reasonably practical after the time periods outlined in §1 have elapsed. For the initial payment contemplated in §1a, such payments shall be added to eligible employees' next regular paychecks as reasonably practical after execution of this Agreement.
- 3. The retention bonus payments shall be subject to all necessary taxes and withholdings as determined by the City. Such sums are understood to be a gross amount and the Union understands and agrees that actual amounts remitted to eligible employees will be on a net basis.
- 4. The Union agrees and understand that the retention bonus payments contemplated herein for eligible employees is to the exclusion of all other bargaining unit members and only applies to the Street Maintenance Workers and Working Forepersons in the Streets Maintenance Division of DPW. The Union further understands and agrees that issuance of such payments to these specific employees in no way obligates the City to issue future retention payments to other employees within the Union. The Parties agree that the circumstances leading to the need for these payments are unique to the workgroup and not to be construed as precedent.
- 5. The City maintains and reiterates its commitment to upholding the articles and principals of the Collective Bargaining Agreement between the Parties. To that end, the City and Department agree to monitor the job duties, tasks, and responsibilities of the Street Maintenance Worker and Street Maintenance Working Foreperson positions and to act in accordance with Article 9.2 (Reclassification of Union Positions) as necessary. The City also commits to working in good faith to evaluate and respond to any request for reclassification submitted to it by the Union pursuant to such Article. Should Management receive either a new reclassification request from the Union *or* find that the job duties and tasks for either of these positions warrant a reclassification assessment prior to May 15, 2024, it shall make best efforts to bring any reclassification that is

recommended as a result of such request or review to the City Council for action prior to June 30, 2024.

The above-mentioned terms, beliefs and conditions are agreed upon by both Parties and shall not be altered or amended unless further agreed upon and reduced to writing by both parties. The Parties agree that this Memorandum of Agreement in no way alters the terms of conditions of the Collective Bargaining Agreement between the City and Union.

-signature page to follow-

Dated at Burlington, VT this ____ day of February 2024.

City of Burlington

American Federation of State, County, and
Municipal Employees, Local #1343

By: _____

Chapin Spencer, Director of Public Works

By: _____

[Duly Authorized]

Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: Lee PerryTitle/Subject: Street Maintenance Worker/ Working Foreperson Retention Bonuses

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/29/2024	Approved by Chapin Spencer
Mayor's Office informed and approved memo	Yes	1/30/2024	Approved by Jordan Redell
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note			
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/30/2024	Approved by Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	Approved by Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	MOU Re: Retention Bonuses
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.	



POLICE DEPARTMENT
CITY OF BURLINGTON

To: Board of Finance & City Council
From: Jon Murad, Chief of Police
Date: January 29, 2024
RE: Van purchase for Burlington CARES

The Burlington Police Department brings forth a request to purchase a van for the Burlington CARES team. This team will utilize this van to support the needs of our vulnerable population and provide them with services in and around the community.

The Burlington Fire Department initiated this discussion and provided some fantastic vehicle options for the CARES Unit, outlined below. The vehicle will be finance through G/L 101-2324, which is the master lease for vehicle purchasing. Money was set aside in BPD's budget for the purchase of this vehicle through its CARES program and the funds to cover this will come from 101.17.054.7650_370.

As required by the COB Purchasing Policy, three quotes were obtained by BFD and verified as still valid by BPD, as follows:

2023 RAM ProMaster 2500 High Roof Conversion Van – Rear-Entry Mobility
New England Motor Car Company
13 River Road
Hudson, NH 03051
Contact: Sean Campbell 603-888-1207
Price: \$84,995.00

2023 RAM ProMaster Premium Conversion Van – Rear-Entry Mobility
Rich's Automotive
1340 Clarion Street
Reading, PA 19601
Contact: 610-376-4045
Price: \$86,500.00

2023 RAM Conversion Van – TCI Mobility Rear-Entry Mobility
Paul Sherry Conversion Vans
8645 N. County Road 25A
Piqua, Ohio 45356
Contact: 866-906-8303
Price: \$99,995.00



**POLICE DEPARTMENT
CITY OF BURLINGTON**

The RAM 2500 ProMaster high roof platform was chosen for the following reasons:

- Excellent accessibility and serviceability for the client base
- Impact-tested passenger seats and anchoring system for two wheelchairs included
- 800lb capacity Braun Ability lift
- Hybrid floor to allow for multiple seating configurations
- LED lighting on the ceiling
- 2500 chassis for durability
- Simple V6 Natural Aspirated engine for ease of maintenance and durability
- 5yr/100,00-mile powertrain warranty
- 3yr/36,000-mile bumper-to-bumper manufacturer warranty

The Department could not find a dealership within the State of Vermont that had a vehicle with these specifications that included a lift already installed. In consultation with BFD, our recommendation is that the van be purchased from New England Motor Car Company. Upon receipt of order, vehicle delivery is typically two weeks.

For specification, pictures, and description:

[2023 RAM ProMaster from New England Motor Car Company](#)

FINANCIALS:

There is money to cover this cost in the FY24 BPD budget for CARES.

PROPOSED MOTIONS: The Burlington Police Department respectfully requests the Board of Finance and City Council approve the following motions:

Board of Finance

"To approve and recommend that the City Council approve and authorize the Chief of the Burlington Police Department, to enter into a purchase agreement with New England Motor Car Company, to acquire a Ram ProMaster Van for use by the Burlington CARES team, in an amount not to exceed \$84,995, with review and approval of any agreements by the City Attorney's Office."

City Council

"To approve and authorize the Chief of the Burlington Police Department, to enter into a purchase agreement with New England Motor Car Company, to acquire a Ram ProMaster Van for use by the Burlington CARES team, in an amount not to exceed \$84,995, with review and approval of any purchasing agreements by the City Attorney's Office."

Thank you for your support.

Board of Finance and City Council Submission ChecklistDepartment: Police Department Submitter: Chief Jon MuradTitle/Subject: Van Purchase for Burlington CARES

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/29/2024	J. Murad
Mayor's Office informed and approved memo	Yes	1/31/2024	J. Redell
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note			Yet to receive, will review upon receipt. JP
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/30/2024	J. Pellerin
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	K. 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	
Contract Attached, if applicable?	No	To be reviewed by Legal, upon approval
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	JP approved motion
If for submission to Council, are sponsors identified?	Yes	BoF