

**CITY OF BURLINGTON  
REQUEST FOR QUALIFICATIONS**

**Engineering Services for Sewer Break Permanent and Resilient Repair**

**Department of Public Works Water Resources Division**

53 Lavalley Lane  
Burlington, VT 05401

**Issued: 8/4/23**

**Due: 9/1/23**

**I. PROJECT BACKGROUND**

**Overview.** The City of Burlington (“City”) is seeking Statements of Qualifications (“SOQ”) from qualified architectural/engineering firms relating to engineering services for more permanent resilient solutions to the Winooski River inverted siphon sewer line failure that occurred on 7/12/23. Depending on the timing of consultant selection and the nature of the break in the river, the firm may also be involved in designing and implementing short term repairs to the pipe. The funding for engineering and construction is anticipated to be aided by available disaster relief and mitigation funds, including the Federal Emergency Management Agency (FEMA). Burlington is planning to have a separate FEMA Program Consultant that is not part of this Request for Qualifications (RFQ) to assist with evaluating the sources of funding that could be available for different repair alternatives. Qualified firms will possess technical expertise, management and staffing capabilities, references, and related prior experience to complete the projects described in this RFQ. Qualified firms will also be required to demonstrate professional services which include, but are not limited to, preliminary engineering services, design- and construction-related services, preparation of bidding and contract documents, participation in the evaluation of bids received, and monitoring and inspection of construction activities to ensure compliance with plans, specifications, and requirements of any funding sources that are used for this project.

**Background.**

Burlington has three wastewater plants: Main Plant, East Plant, and North Plant. The inverted siphon sewer break that recently happened is in the New North End and within a sewer shed of the North Plant (see attached sewer shed map). The inverted siphon was constructed in the 1950s with cast iron pipe installed on the bottom of the Winooski River with limited cover (see attachments for inverted siphon alignment and design drawings). In 2005 a portion of the sewer siphon broke on the southern half of the siphon. The 2005 repair included directional drilling HDPE pipe to replace the southern portion of the siphon (see attached record drawings). The siphon has dye testing performed twice per year to ensure it is functioning correctly. The siphon

also has SCUBA inspections every few years to ensure the piping is intact. The last SCUBA inspection was in June 2023.

On 7/12/23 Burlington Water Resources discovered that there was a break in the wastewater pipe crossing beneath the Winooski River resulting in approximately 50% (approximately 350,000-400,000 gallons/day) of the flows to Burlington's North Wastewater Plant to be released to the Winooski River untreated. On July 13, 2023 Burlington started hauling a portion of the wastewater for treatment but the untreated wastewater flows entering the Winooski River were still estimated to be approximately 175,000 – 200,000 gallons/day. Burlington took swift action to resolve the issue temporarily by installing a temporary sewage pump station that includes approximately 1 mile of 12" HDPE pipe at grade and two diesel above-ground pumps. Temporary measures to resolve the issues are capturing 100% of sewage flows as of mid-day 7/25/23. The temporary bypass pump system is designed to direct all sewage to the North wastewater plant for treatment but the temporary pumping facilities do not have as many fail safes as a permanent pump station, so there is ongoing risk of sewage being released to the river even when the temporary bypass pump system is in place. The temporary bypass piping winds across city streets as well as some private properties. Impacts in the community are significant because it takes up lawn space and public right of way space for a period that may be in the range of 1 year. Depending on the feasibility of an "in river" patch repair, the temporary piping and pumping system may need to be in operation during winter months when maintenance will be more difficult because of freezing conditions and snow.

While staff have completed some initial work to understand the extent of the break (dye testing with drone visualization), the extent of the break has not yet been identified. Depending on the severity, Burlington plans to implement some sort of "in river" repair that might allow the temporary bypass to serve as a back-up rather than be run through the winter.

Burlington is planning to work with the selected consultant to develop climate resilient alternatives for conveying these flows to the North Plant wastewater treatment facility. Future work may also include evaluation of longer term conveyance strategies that reflect the challenging location of North Plant in the increasingly volatile climate change environment.

We are requesting firms to submit qualifications to demonstrate experience in the following areas:

- Directional drilling
- Collection systems
- Pumping and force main systems
- Understanding of working with FEMA and other emergency funding agencies
- Working with State Revolving Fund agencies
- Permitting including but not limited to: Army Corps of Engineers, Wetlands
- Understanding of river geomorphology
- Construction techniques in and around rivers and wetlands
- Flood resiliency and flood elevation design experience

- Experience with completing engineering evaluations and studies for WWTPs
- Other typical WWTP components or subject matters that could become critical for Burlington. Firms can show qualifications for this broad item by demonstrating experience working on major WWTP upgrades.
- While not a required area of experience, please share if your firm has experience with easement acquisition.

## **II. SCOPE OF WORK**

This is a RFQ so only a limited understanding of the scope is available at this time. Burlington plans to work with the selected consultant to develop a scope that fully meets our needs. Scope considerations for this project include but are not limited to:

1. Evaluating alternatives for permanently redirecting sewage flows from the broken inverted siphon, including but not limited to directional drilling of a permanent pipe and abandoning the river crossings entirely by installing a pump station and force main on land to North Plant.
2. Assistance with developing plans to improve the temporary infrastructure in place (bypass pumping) prior to implementation of the permanent solution.
3. Possible assistance (depending on timing) with temporary “in river” repair design and implementation.
4. Considering resiliency of the permanent solution including flood plain design considerations, river scour considerations, and North Plant wastewater plant geomorphology considerations.
5. Working with Burlington’s selected FEMA Program Consultant as well as with FEMA and other funding agencies to help with the evaluation of alternatives from a funding availability perspective.
6. Developing a schedule that considers the urgency of the issue.

## **III. RESPONSE FORMAT**

**SOQ Format.** Qualified firms interested in being considered for this project should submit an SOQ that reflects their ability to provide the requested services. All SOQ submittals should be clear, concise, and allow the City to efficiently evaluate the qualifications of the submitting firm. All SOQ submissions must be submitted electronically and contain the following components:

- A letter of interest signed by the contact representative for the participating firm with the name, address, and telephone number of the submitting firm with a subject line titled: “Statement of Qualifications— Burlington Sewer Break Permanent and Resilient Repair.”
- A detailed statement of qualifications of the participating firm, a list of the individuals who would be assigned to provide the services, and a description of the experience of those individuals who will be involved with the project.

- Three or more professional references (please include contact name, address, and phone number).
- A description of the firms related prior experience.

**SOQ Requirements.** The SOQ should be a narrative proposal that best represents your firm's qualifications to provide assistance with the City's sewer break and resiliency engineering needs. SOQ's **must** include:

- Statement of understanding of the sewer siphon break problem, including a proposed timeline for completing alternatives evaluation, design work, bidding and construction oversight.
- Statement of understanding of using FEMA and other emergency funding sources.
- A general description of the firm's/consultant team's ability to provide the skills required for the work. The City has the right to pursue additional phases of work with the selected firm.
- A list of individuals (including sub-consultants) that will be committed to this project along with their:
  - ✓ **title and professional qualifications**
  - ✓ **expected duties**
  - ✓ **technical capacity** to complete their duties
  - ✓ **experience** with projects involving the specific tasks listed above. *The proposals will be evaluated and awarded based on the personnel projected in the SOQ. Should the awarded consultant propose any substitutions to the project personnel, they must submit a letter to the City of Burlington requesting approval of such changes prior to utilization.*
- Examples of the firm's experience on relevant projects (note the specific proposed team members who worked on these projects)
- Examples of the firm's ability and availability to meet schedules and project budgets, including projects of this scope, complexity and duration
- Contact information for references from relevant projects
- Any other information that you consider important
- Hourly rates for the proposed team members and typical unit rate costs for other company expenses

**Do not submit a scope of work or cost proposal at this time.** A detailed scope of work will be requested after the most qualified firm is selected. A detailed cost proposal (fee) will be requested after the most qualified firm is selected.

**Deadline for Receipt of Qualifications.** SOQ's must be received at the address and by the point of contact no later than 4:00 p.m. on September 1, 2023. Late replies will not be accepted under

any circumstances. SOQ's must be submitted by **e-mail** in a single PDF file with pages numbered to:

Martin Lee, PE  
Water Resources Engineer  
[mlee@burlingtonvt.gov](mailto:mlee@burlingtonvt.gov)

The subject line of the e-mail should state: "Statement of Qualifications— Burlington Sewer Break Permanent and Resilient Repair." It is the responsibility of the participating firm to ensure that the point of contact has received a completed SOQ by the required deadline.

**Questions.** Questions and requests for clarification relating to this Request for Qualifications may be made to the above-described contact person. Only e-mail communications will be accepted. All questions and requests for clarification must be received by **4 pm on August 16, 2023**. Questions will be answered as quickly as possible and the answers posted via addendum online at the RFP site (<https://www.burlingtonvt.gov/RFP>).

#### **IV. CONSULTANT SELECTION**

The City will evaluate the SOQs, performance data and other material submitted by interested firms and select a minimum of three firms which, in the City's opinion, are best qualified to perform the desired services. If necessary, interviews with each firm selected will be conducted, which may include discussions regarding anticipated concepts and proposed methods of approach. The City will rank, in order of preference, these three professional firms deemed to be the most highly qualified to provide the services required, and will commence scope of services and price negotiations with the highest qualified professional firm for engineering services.

The Selection Committee will include a minimum of three members of the City DPW-Water Resources team. They will review and evaluate each SOQ based on the criteria below. Firms will then be ranked accordingly. The Selection Committee may interview the top ranked firms if it is deemed necessary in order to choose the highest qualified firm. Upon selection of the most qualified firm, a scope of work and cost proposal will be requested and negotiations will begin with the top-ranked firm. If a scope of work and fee cannot be agreed upon within a reasonable time, negotiations with the top-ranked firm will be concluded and negotiations with the second-ranked firm will be initiated. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated.

The following criteria, as a minimum, will be used to evaluate and rank qualifications:

| Review Criteria  | Weight | Maximum Points | Weighted Points |
|--|--------|----------------|-----------------|
| Understanding of the Scope of Work                                   | 4      | 5              | 20              |
| Experience of Proposed Staff with Similar Projects                   | 5      | 5              | 25              |
| Availability and Depth of Technical Qualifications of Proposed Staff | 4      | 5              | 20              |
| Knowledge of the Project Area/Similar Project Area                   | 2      | 5              | 10              |
| Evidence of Ability to Meet Schedules & Budgets                      | 2      | 5              | 10              |
| Reasonableness of Hourly Rates                                       | 2      | 5              | 10              |
| Clarity/Quality of Proposal  | 1      | 5              | 5               |
| <b>TOTAL</b>   |        |                | <b>100</b>      |

The firm that provides the best value to the City will be the basis of award.

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

All interested firms must take note that the proposed project(s) may be undertaken with a variety of Federal and state funds and that all work will be performed in accordance with the regulations issued by such agencies and the State of Vermont pertaining thereto. This RFQ has been drafted to be in compliance with the Code of Federal Regulations (CFR) including but not limited to 2 CFR 200.320.

**V. EXHIBITS**

- A. Exhibit A: plans including: Map of sewer shed area in the New North End; Map with layout of temporary forcemain and pump station; 2005 North Plant Siphon Upgrade Record Drawings; other wastewater plant and collection system excerpts. Please note that Exhibit A is a non-comprehensive list of available record information relevant for this project.
- B. Exhibit B: Draft Contract
- C. Exhibit C: Burlington Standard Contract Conditions
- D. Exhibit D: Burlington Livable Wage Ordinance Certification
- E. Exhibit E: Burlington Outsourcing Ordinance Certification
- F. Exhibit F: Burlington Union Deterrence Ordinance Certification

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

**VI. CONTRACTING**

The consultant must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State

of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions (Exhibit C 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 (Exhibit C) and the attached Draft Agreement. Additional contract requirements may be required by State and Federal funding agencies. No proposal will be considered accepted until all necessary City authorizations—including those required by Board of Finance and City Council if necessary—have been received and an agreement is executed by both parties.

## **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.

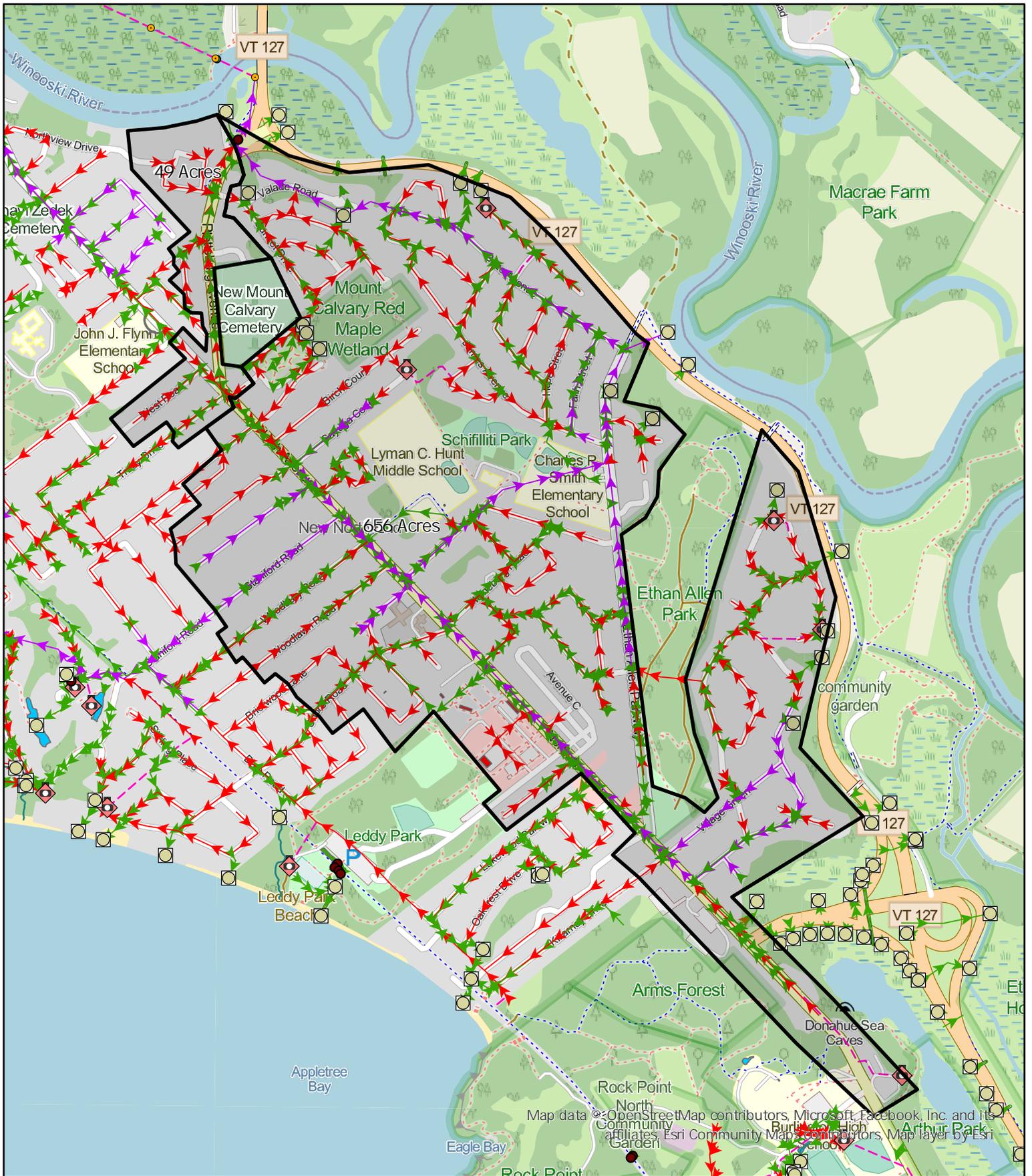
### **XIII. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS**

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. 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)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

**Exhibit A:** plans including: Map of sewer shed area in the New North End; Map with layout of temporary forcemain and pump station; 2005 North Plant Siphon Upgrade Record Drawings; other wastewater plant and collection system excerpts. Please note that Exhibit A is a non-comprehensive list of available record information relevant for this project.



**North Plant Siphon**  
 Contributing sewershed  
 to the North Plant Siphon  
 crossing the Winooski River



**BURLINGTON  
 PUBLIC WORKS  
 WATER RESOURCES**

235 Penny Lane  
 Burlington, VT 05401  
 (802) 863-4501

**1**

DRAWN  
 EP  
 CHECKED

SCALE  
 1:15,000

DATE  
 7/13/2023

| LEGEND:   |                           |
|---|---------------------------|
|   | SEWER LINE                |
|  | COMBINED SEWER/STORM LINE |
|  | SEWER SERVICE             |
|  | CATCH BASIN               |
|  | MANHOLE                   |



MATCHLINE SHEET 2

RIVERSEDGE DRIVE

BORESTONE LANE

BORESTONE LANE

BORESTONE LANE

PLATTSBURGH AVENUE

APPROXIMATE LOCATION OF BYPASS PUMP HDPE FUSED SEWAGE FORCEMAIN

APPROXIMATE LOCATION OF BYPASS PUMPING



|   |       |           |
|---|-------|-----------|
|   |       |           |
|   |       |           |
| 1 | DRAFT | JULY 2023 |

**BURLINGTON  
PUBLIC WORKS  
Water Resources**

53 LAVALLEY LANE  
BURLINGTON, VT 05401  
(802) 863-4501  
WATER-RESOURCES@BURLINGTONVT.GOV



NORTH PLANT SIPHON  
BYPASS PUMP FORCEMAIN ALIGNMENT

|                 |                    |
|-----------------|--------------------|
| DESIGNED<br>AEW | RFS NO.            |
| DRAWN<br>AEW    | SCALE<br>1"=40'-0" |
| CHECKED         | DRAWING NO.        |
| DATE<br>7/14/23 | SHEET 1 OF 4       |

| LEGEND:   |                           |
|---|---------------------------|
|   | SEWER LINE                |
|  | COMBINED SEWER/STORM LINE |
|  | SEWER SERVICE             |
|  | CATCH BASIN               |
|  | MANHOLE                   |



|   |       |           |
|---|-------|-----------|
|   |       |           |
|   |       |           |
| 1 | DRAFT | JULY 2023 |

**BURLINGTON  
PUBLIC WORKS  
Water Resources**

53 LAVALLEY LANE  
BURLINGTON, VT 05401  
(802) 863-4501  
WATER-RESOURCES@BURLINGTONVT.GOV



NORTH PLANT SIPHON  
BYPASS PUMP FORCEMAIN ALIGNMENT

|                 |                    |
|-----------------|--------------------|
| DESIGNED<br>AEW | RFS NO.            |
| DRAWN<br>AEW    | SCALE<br>1"=40'-0" |
| CHECKED         | DRAWING NO.        |
| DATE<br>7/14/23 | SHEET 2 OF 4       |

| LEGEND:   |                           |
|---|---------------------------|
|   | SEWER LINE                |
|  | COMBINED SEWER/STORM LINE |
|  | SEWER SERVICE             |
|  | CATCH BASIN               |
|  | MANHOLE                   |



MATCHLINE SHEET 4

NORTH AVENUE

NORTHVIEW DRIVE

APPROXIMATE LOCATION  
OF BYPASS PUMP HDPE FUSED  
SEWAGE FORCEMAIN



|   |       |           |
|---|-------|-----------|
|   |       |           |
|   |       |           |
|   |       |           |
| 1 | DRAFT | JULY 2023 |

**BURLINGTON  
PUBLIC WORKS  
Water Resources**

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BURLINGTON, VT 05401  
(802) 863-4501  
WATER-RESOURCES@BURLINGTONVT.GOV



NORTH PLANT SIPHON  
BYPASS PUMP FORCEMAIN ALIGNMENT

|                 |                    |
|-----------------|--------------------|
| DESIGNED<br>AEW | RFS NO.            |
| DRAWN<br>AEW    | SCALE<br>1"=40'-0" |
| CHECKED         | DRAWING NO.        |
| DATE<br>7/14/23 | SHEET 3 OF 4       |

| LEGEND:   |                           |
|---|---------------------------|
|   | SEWER LINE                |
|  | COMBINED SEWER/STORM LINE |
|  | SEWER SERVICE             |
|  | CATCH BASIN               |
|  | MANHOLE                   |

FORCEMAIN DISCHARGE  
MANHOLE SM-0004

APPROXIMATE LOCATION  
OF BYPASS PUMP HDPE FUSED  
SEWAGE FORCEMAIN

NORTH AVENUE

DERWAY DRIVE

MATCHLINE SHEET 3

MATCHLINE SHEET 3



|   |       |           |
|---|-------|-----------|
|   |       |           |
|   |       |           |
|   |       |           |
| 1 | DRAFT | JULY 2023 |

**BURLINGTON  
PUBLIC WORKS**  
*Water Resources*

53 LAVALLEY LANE  
BURLINGTON, VT 05401  
(802) 863-4501  
WATER-RESOURCES@BURLINGTONVT.GOV



NORTH PLANT SIPHON  
BYPASS PUMP FORCEMAIN ALIGNMENT

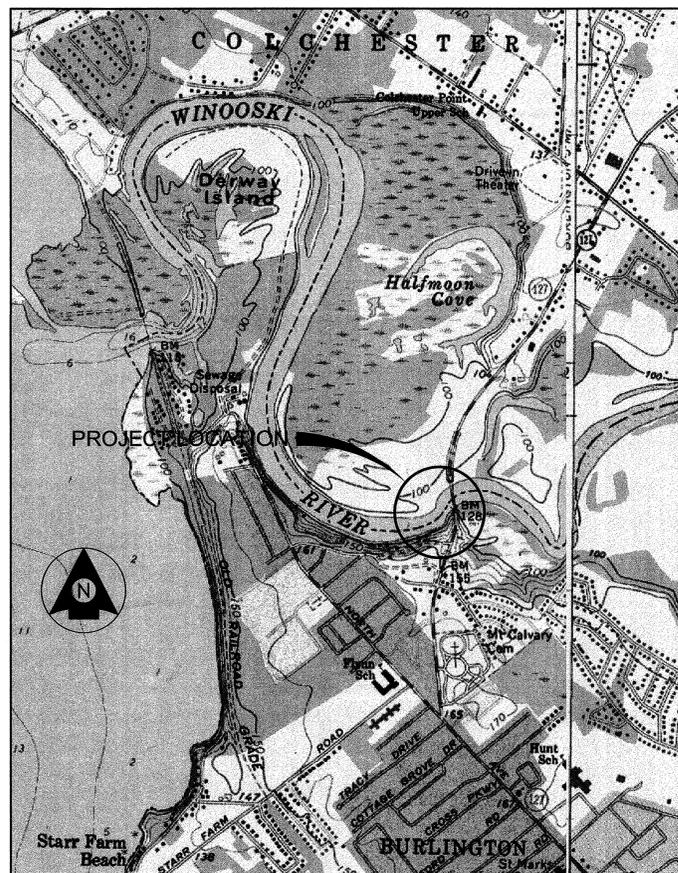
|                 |                    |
|-----------------|--------------------|
| DESIGNED<br>AEW | RFS NO.            |
| DRAWN<br>AEW    | SCALE<br>1"=40'-0" |
| CHECKED         | DRAWING NO.        |
| DATE<br>7/14/23 | SHEET 4 OF 4       |

# BURLINGTON NORTH PLANT INVERTED SIPHON UPGRADE

BURLINGTON, VT  
REVOLVING LOAN PROJECT #RF1-103



LOCATION MAP



VICINITY MAP  
APPROXIMATE SCALE: 1"=4,000'

## INDEX OF SHEETS

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MAYOR  
PETER CLAVELLE

DIRECTOR OF PUBLIC WORKS  
STEVE GOODKIND, P.E.

AUGUST • 2005

Set No. \_\_\_\_\_



**RECORD  
DRAWING**  
THESE RECORD DOCUMENTS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. DUFRESNE-HENRY HAS NOT VERIFIED THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE INCORPORATED HEREIN AS A RESULT.  
INFORMATION PROVIDED BY  
G.W. TATRO CONSTRUCTION, INC.



South Burlington, Vermont  
Tel. (802) 864-0223 • Fax (802) 864-0165  
www.dufresne-henry.com

PROPOSED LEGEND

- PROPOSED DRILL HOLE
- PROPOSED MANHOLE
- △ PROPOSED REDUCER
- PROPOSED DEMOLITION WORK
- - - - PROPOSED EASEMENT
- · - · - PROPOSED LIMITS OF CONSTRUCTION
- FM PROPOSED SANITARY PRESSURE SEWER (SIPHON)
- PROPOSED SILT FENCE

EXISTING LEGEND

- ⊕ EXISTING HYDRANT
- ⊙ EXISTING SEWER MANHOLE (SMH)
- ⊙ EXISTING LIGHT POST
- ⊙ EXISTING DECIDUOUS TREE
- ⊙ EXISTING WETLAND
- ⊙ EXISTING TELEPHONE MANHOLE
- ⊙ SB3 BORING FROM 1987 (APPROX LOCATION)
- ⊙ BH-10 BORING FROM 1979 TO 1980 (APPROX LOCATION)
- ⊙ B1 BORING FROM 2005 (APPROX LOCATION)
- ⊙ WETLAND FLAG
- ⊙ TIP1 WETLAND DATA POINTS (APPROX LOCATION)
- ⊙ BM USGS BENCHMARK
- 100--- EXISTING MAJOR CONTOUR
- 98--- EXISTING MINOR CONTOUR
- EXISTING EDGE OF WATER
- ▲ EXISTING WETLAND BOUNDARY
- EXISTING EASEMENT
- FM EXISTING SANITARY PRESSURE SEWER (SIPHON)
- ○ ○ ○ EXISTING CHAINLINK FENCE
- □ □ □ EXISTING WOODEN FENCE
- ~ ~ ~ ~ EXISTING TREE/SHRUB LINE
- W EXISTING WATER
- UGC EXISTING COMMUNICATION

NOTES:

1. ACT NO. 86 OF 1987 (30 VSA CHAPTER 86) ("DIG SAFE") REQUIRES THAT NOTICE BE GIVEN PRIOR TO MAKING AN EXCAVATION. THE CONTRACTOR SHALL TELEPHONE DIG SAFE (888) 344-7233 AT LEAST 48 HOURS BEFORE AND NOT MORE THAN 30 DAYS BEFORE, BEGINNING ANY EXCAVATION AT ANY LOCATION.
2. A PRECONSTRUCTION MEETING IS REQUIRED WITH REPRESENTATIVES FROM THE CITY AND THE CONTRACTOR, PRIOR TO THE CONTRACTOR BEGINNING WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO REBUILD, REPAIR, RESTORE, AND MAKE GOOD ALL INJURIES OR DAMAGE TO ANY PORTION OF THE ROADWAY RIGHT-OF-WAY THAT HAS BEEN BROUGHT ABOUT BY THE EXECUTION OF THE PERMITTED WORK.
4. UPON COMPLETION OF WORK, CONTRACTOR TO PROVIDE "AS-BUILT" DRAWINGS WITH COPIES PROVIDED TO BOTH THE ENGINEER AND THE CITY OF BURLINGTON.
5. OPEN TRENCHES AND PITS SHALL BE FILLED AT THE END OF EACH DAY.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY (SEWAGE, WATER, ELECTRICAL, TELEPHONE) MAINTENANCE THROUGHOUT ALL STAGES OF CONSTRUCTION. CONTRACTOR SHALL SUBMIT A MAINTENANCE OF FLOW PLAN TO THE CITY PRIOR TO STARTING CONSTRUCTION. REFER TO PROJECT MANUAL FOR SUGGESTED MAINTENANCE OF FLOW PLAN.
7. ALL UTILITIES/STRUCTURES ARE EXISTING AND ARE TO REMAIN AS IS UNLESS OTHERWISE NOTED.
8. CONTRACTOR SHALL BE AWARE OF GENERAL REQUIREMENTS REGARDING SEPARATION OF WATER LINES AND SEWER LINES, FORCE MAIN AND STORM DRAINS. DEVIATION FROM THE GENERAL REQUIREMENTS WILL REQUIRE REVIEW AND APPROVAL BY VERMONT HEALTH DEPARTMENT.
9. MAINTAIN MINIMUM 10' HORIZONTAL SEPARATION BETWEEN SEWER AND WATER LINES.
10. MAINTAIN MINIMUM 18" VERTICAL SEPARATION BETWEEN SEWER AND WATER LINES.
11. CONTRACTOR TO PROVIDE 2" POLYSTYRENE INSULATION OVER SIPHON WHEREVER A BURY DEPTH OF AT LEAST 5'-0" CANNOT BE MAINTAINED.
12. ROADWAYS, DRIVEWAYS, PARKING AREAS, AND WALKWAYS DISTURBED BY PIPELINE CONSTRUCTION SHALL BE RESTORED TO PRECONSTRUCTION CONDITION.
13. SURFACE FEATURES SUCH AS SIGNS AND FENCES, MAILBOXES, STONE WALLS, PROPERTY CORNERS, ETC. ENCOUNTERED IN THE CONSTRUCTION OF THE PROJECT SHALL BE TAKEN DOWN, STORED AND RESET BY THE CONTRACTOR. THE COST OF THIS WORK SHALL BE INCLUDED IN THE VARIOUS ITEMS OF WORK.
14. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO SAVE EXISTING TREES ENCOUNTERED IN THE CONSTRUCTION OF THE PROJECT. TREES THAT CANNOT BE SAVED SHALL BE TAKEN DOWN AND DISPOSED OF BY THE CONTRACTOR. THE COST OF THIS WORK SHALL BE INCLUDED IN THE VARIOUS ITEMS OF WORK. THE CONTRACTOR SHALL UTILIZE WHATEVER METHODS NECESSARY TO PROTECT THE TREES TO BE SAVED FROM DAMAGE.
15. SUBSURFACE FEATURES, SUCH AS UNDERGROUND ELECTRIC AND TELEPHONE LINES, WATER LINES, SEWERS, STORM DRAINS, ETC. ENCOUNTERED IN THE CONSTRUCTION OF THE PROJECT SHALL BE PROTECTED, SUPPORTED OR REMOVED AND REPLACED BY THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE DRAWINGS. THE COST OF THIS WORK SHALL BE INCLUDED IN THE VARIOUS ITEMS OF WORK UNLESS PAYMENT FOR SOME PORTION OF THE WORK IS SPECIFICALLY NOTED AS A SEPARATE PAYMENT ITEM. THE CONTRACTOR SHALL CONTACT AND WORK WITH THE UTILITY COMPANIES WHEN THE WORK INVOLVES THEIR RESPECTIVE FACILITIES.
16. ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS ARE APPROXIMATE AS SHOWN. CONTRACTOR SHALL TEST PIT AS REQUIRED TO DETERMINE THE ACTUAL DEPTH, LOCATION AND SIZE OF ALL UNDERGROUND UTILITIES.
17. THE LOCATION OF THE EXISTING SIPHON IS APPROXIMATE AS SHOWN ON THE PLANS. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL EXPOSE THE EXISTING SIPHON AND STAKE OUT ITS PATH ON BOTH SIDES OF THE RIVER USING A PIPE LOCATOR.
18. THE PROPOSED SIPHON MUST BE LOCATED A MINIMUM OF 10 FEET FROM THE EXISTING SIPHON.
19. ON THE COLCHESTER (NORTH) SIDE OF THE RIVER, THE CITY OF BURLINGTON HAS A 60 FOOT PERMANENT EASEMENT CENTERED ON THE EXISTING SIPHON. THE PROPOSED GRAVEL ROAD AND PROPOSED SIPHON AND APPURTENANCES MUST BE LOCATED WITHIN THIS EASEMENT.



| Rev. | Description | By | Date |
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RECORD DRAWINGS

CITY OF BURLINGTON  
NORTH PLANT INVERTED SIPHON UPGRADE  
**LEGEND & GENERAL NOTES**

BURLINGTON



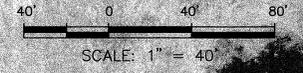
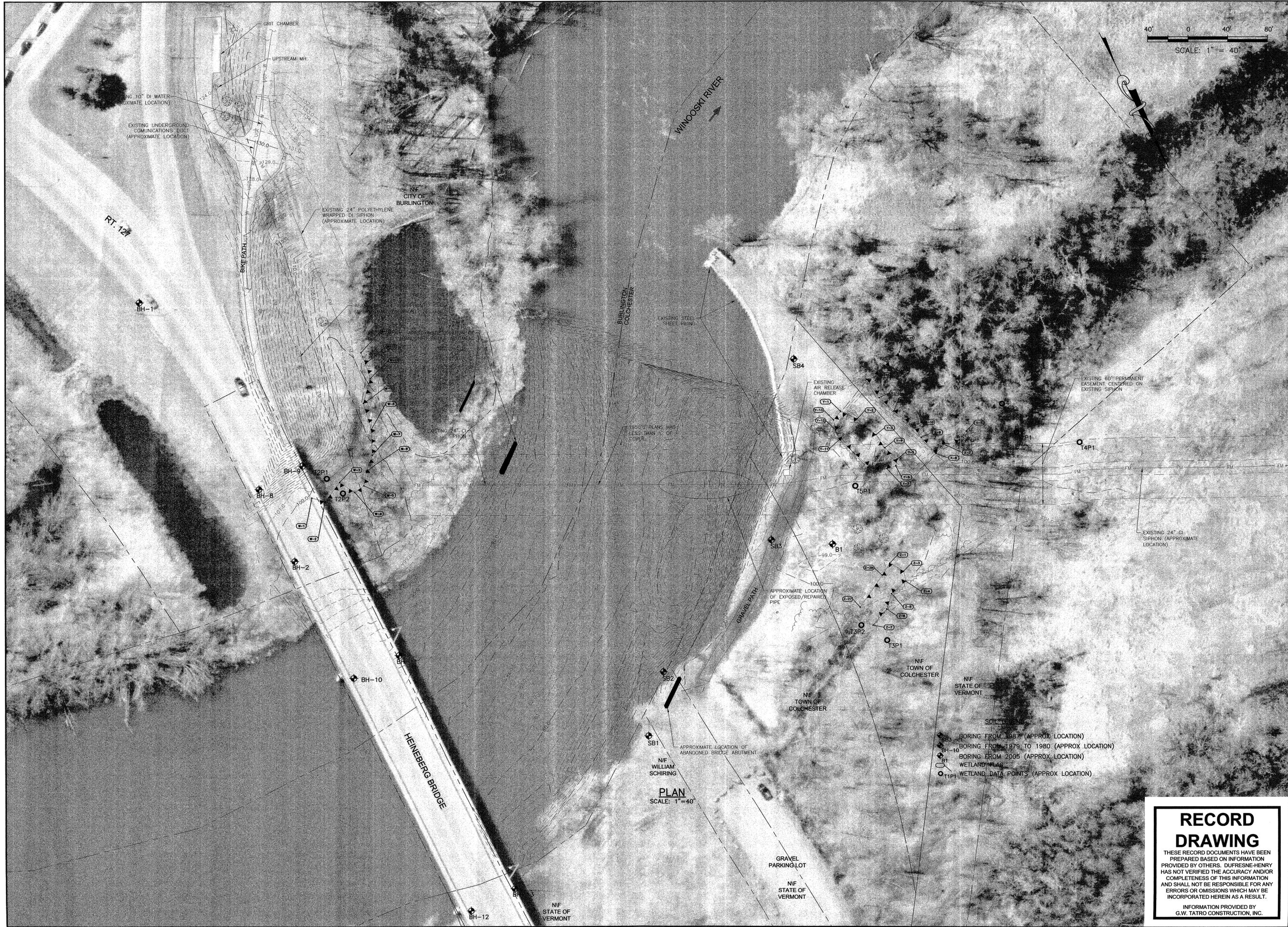
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| Project No.    | 6505203         |
| Prof. Manager  | JTM             |
| Prof. Designer | MSK             |
| Drawn By       | JSK             |
| Checked By     |                 |
| Scale          | AS SHOWN        |
| Approved       |                 |
| Date           | AUGUST 29, 2006 |

**RECORD DRAWING**  
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**G1**

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| Rev. | Description     | By  | Date     |
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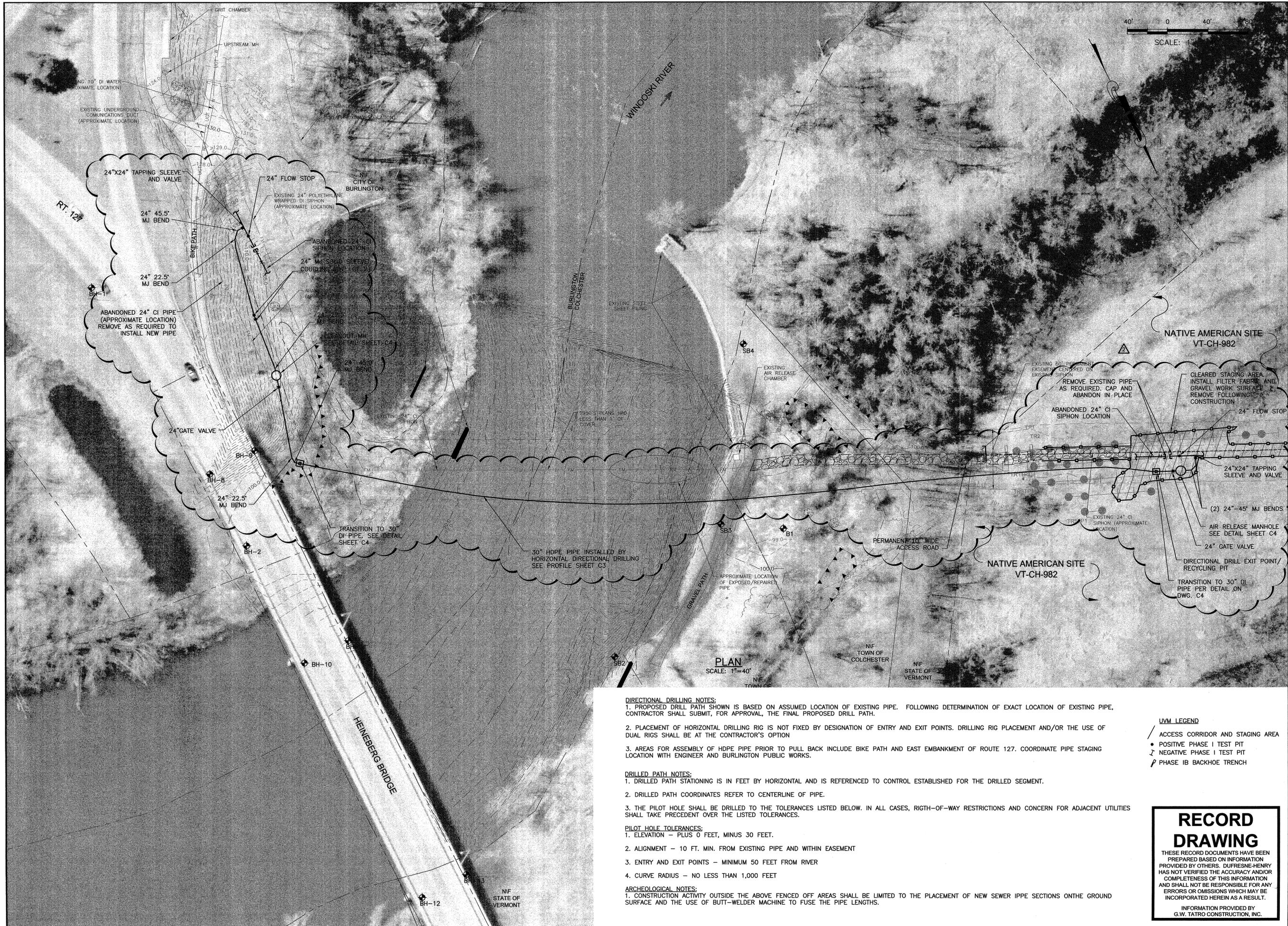
CITY OF BURLINGTON  
 NORTH PLANT INVERTED SIPHON UPGRADE  
**EXISTING CONDITIONS SITE PLAN**  
 BURLINGTON VERMONT



|                |                 |
|----------------|-----------------|
| Project No.    | 6505203         |
| Proj. Manager  | JTM             |
| Proj. Designer | MSK             |
| Drawn By       | JSK             |
| Checked By     | AS SHOWN        |
| Scale          | AS SHOWN        |
| Approved       |                 |
| Date           | AUGUST 29, 2006 |

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 INFORMATION PROVIDED BY G.W. TATRO CONSTRUCTION, INC.

**C1**  
 Sheet 3 of 9  
 D 6505203



|                |          |
|----------------|----------|
| Project No.    | 102805   |
| Proj. Manager  | JTM      |
| Prof. Designer | JTM      |
| Drawn By       |          |
| Checked By     |          |
| Scale          |          |
| Approved       |          |
| Date           | 03/10/08 |

| ADD ARCHAEOLOGY RESTRICTIONS | RECORD DRAWINGS | Rev. | Description | By | Date |
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| Project No.    | 6505203         |
| Proj. Manager  | JTM             |
| Prof. Designer | MSK             |
| Drawn By       | JSK             |
| Checked By     |                 |
| Scale          | AS SHOWN        |
| Approved       |                 |
| Date           | AUGUST 29, 2006 |

**DIRECTIONAL DRILLING NOTES:**

- PROPOSED DRILL PATH SHOWN IS BASED ON ASSUMED LOCATION OF EXISTING PIPE. FOLLOWING DETERMINATION OF EXACT LOCATION OF EXISTING PIPE, CONTRACTOR SHALL SUBMIT, FOR APPROVAL, THE FINAL PROPOSED DRILL PATH.
- PLACEMENT OF HORIZONTAL DRILLING RIG IS NOT FIXED BY DESIGNATION OF ENTRY AND EXIT POINTS. DRILLING RIG PLACEMENT AND/OR THE USE OF DUAL RIGS SHALL BE AT THE CONTRACTOR'S OPTION
- AREAS FOR ASSEMBLY OF HDPE PIPE PRIOR TO PULL BACK INCLUDE BIKE PATH AND EAST EMBANKMENT OF ROUTE 127. COORDINATE PIPE STAGING LOCATION WITH ENGINEER AND BURLINGTON PUBLIC WORKS.

**DRILLED PATH NOTES:**

- DRILLED PATH STATIONING IS IN FEET BY HORIZONTAL AND IS REFERENCED TO CONTROL ESTABLISHED FOR THE DRILLED SEGMENT.
- DRILLED PATH COORDINATES REFER TO CENTERLINE OF PIPE.
- THE PILOT HOLE SHALL BE DRILLED TO THE TOLERANCES LISTED BELOW. IN ALL CASES, RIGHT-OF-WAY RESTRICTIONS AND CONCERN FOR ADJACENT UTILITIES SHALL TAKE PRECEDENT OVER THE LISTED TOLERANCES.

**PILOT HOLE TOLERANCES:**

- ELEVATION - PLUS 0 FEET, MINUS 30 FEET.
- ALIGNMENT - 10 FT. MIN. FROM EXISTING PIPE AND WITHIN EASEMENT
- ENTRY AND EXIT POINTS - MINIMUM 50 FEET FROM RIVER
- CURVE RADIUS - NO LESS THAN 1,000 FEET

**ARCHAEOLOGICAL NOTES:**

- CONSTRUCTION ACTIVITY OUTSIDE THE ABOVE FENCED OFF AREAS SHALL BE LIMITED TO THE PLACEMENT OF NEW SEWER PIPE SECTIONS ON THE GROUND SURFACE AND THE USE OF BUTT-WELDER MACHINE TO FUSE THE PIPE LENGTHS.

**UVM LEGEND**

- ACCESS CORRIDOR AND STAGING AREA
- POSITIVE PHASE I TEST PIT
- ∩ NEGATIVE PHASE I TEST PIT
- ∩ PHASE IB BACKHOE TRENCH

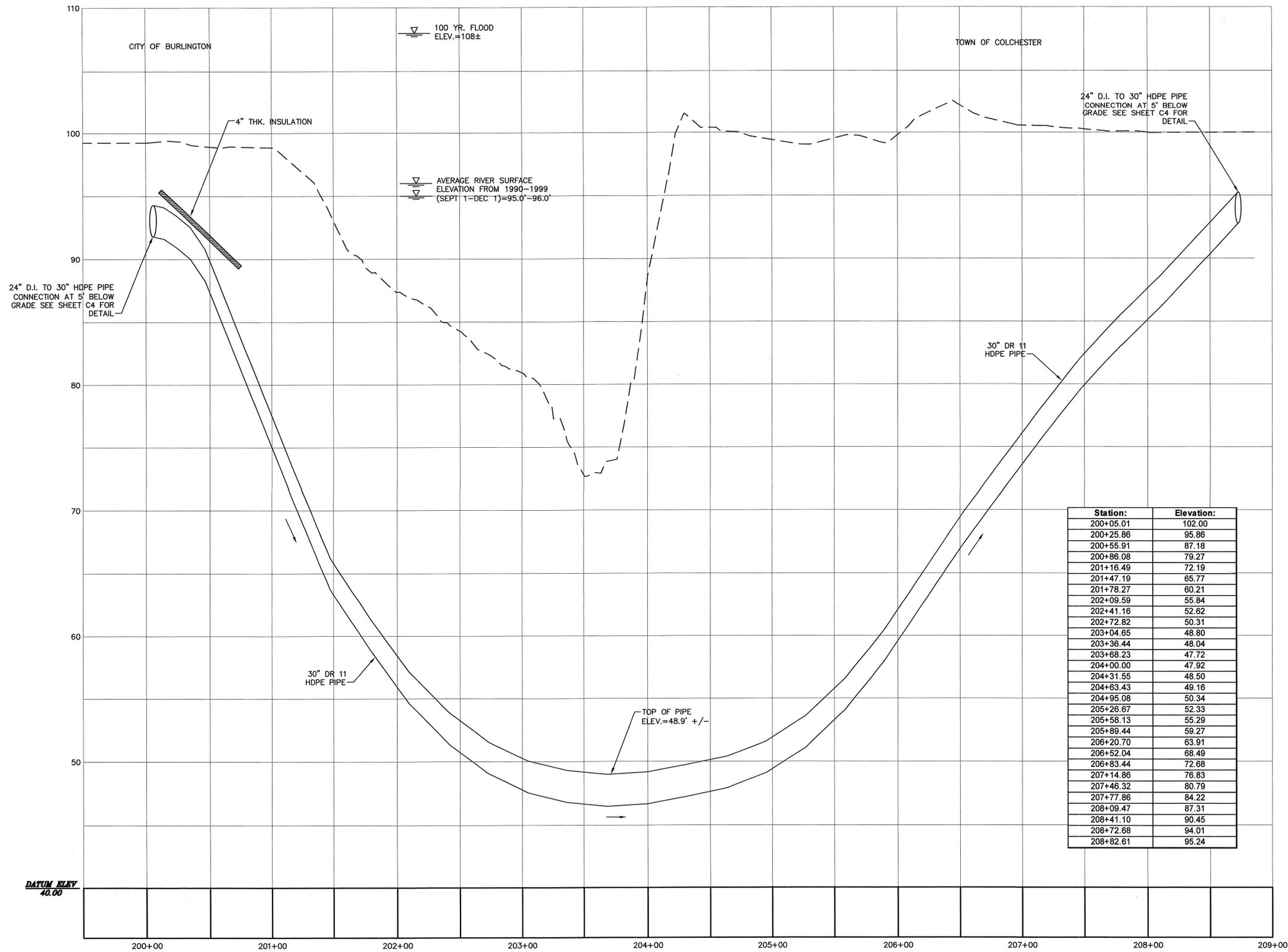
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INFORMATION PROVIDED BY  
G.W. TATRO CONSTRUCTION, INC.

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| 202+41.16 | 52.62      |
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| 208+72.68 | 94.01      |
| 208+82.61 | 95.24      |

**DIRECTIONAL DRILL PROFILE**  
 SCALE: 1"=40' HORIZONTAL  
 SCALE: 1"=4' VERTICAL

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 INFORMATION PROVIDED BY G.W. TATRO CONSTRUCTION, INC.



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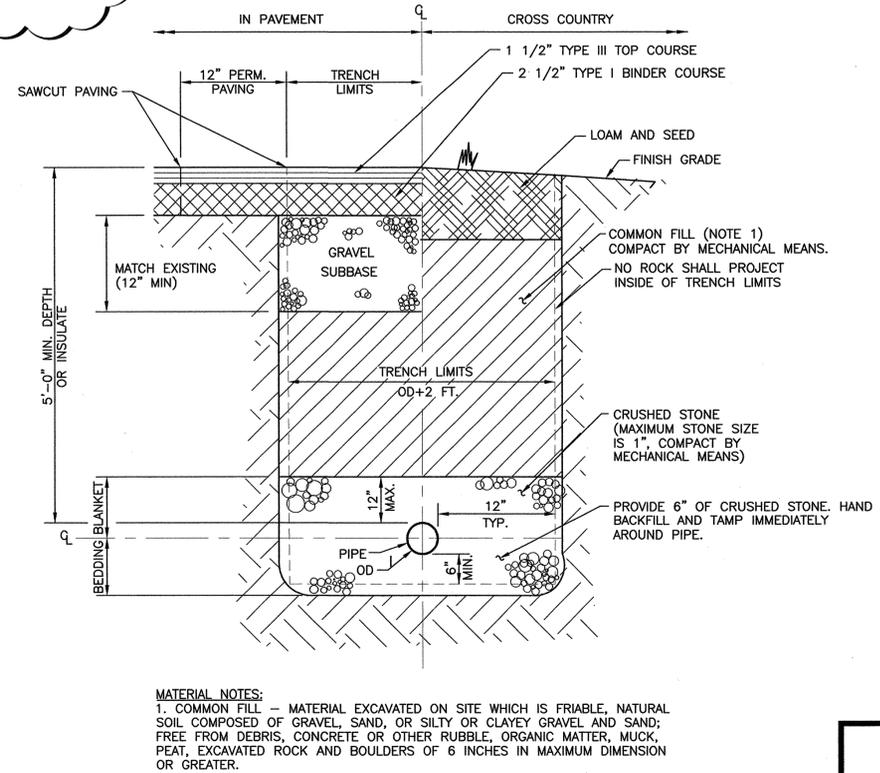
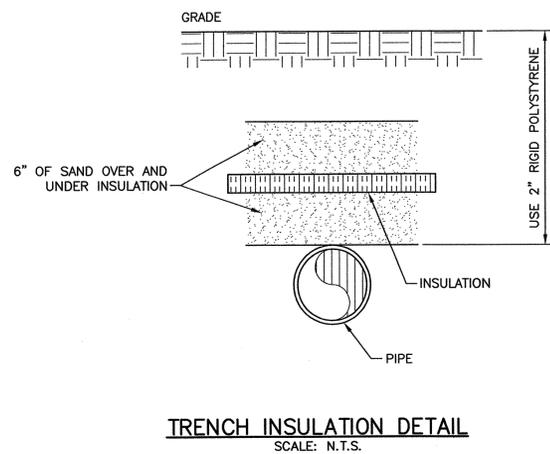
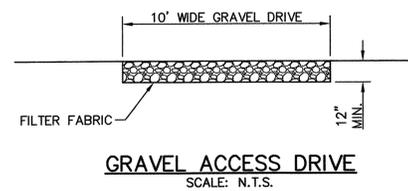
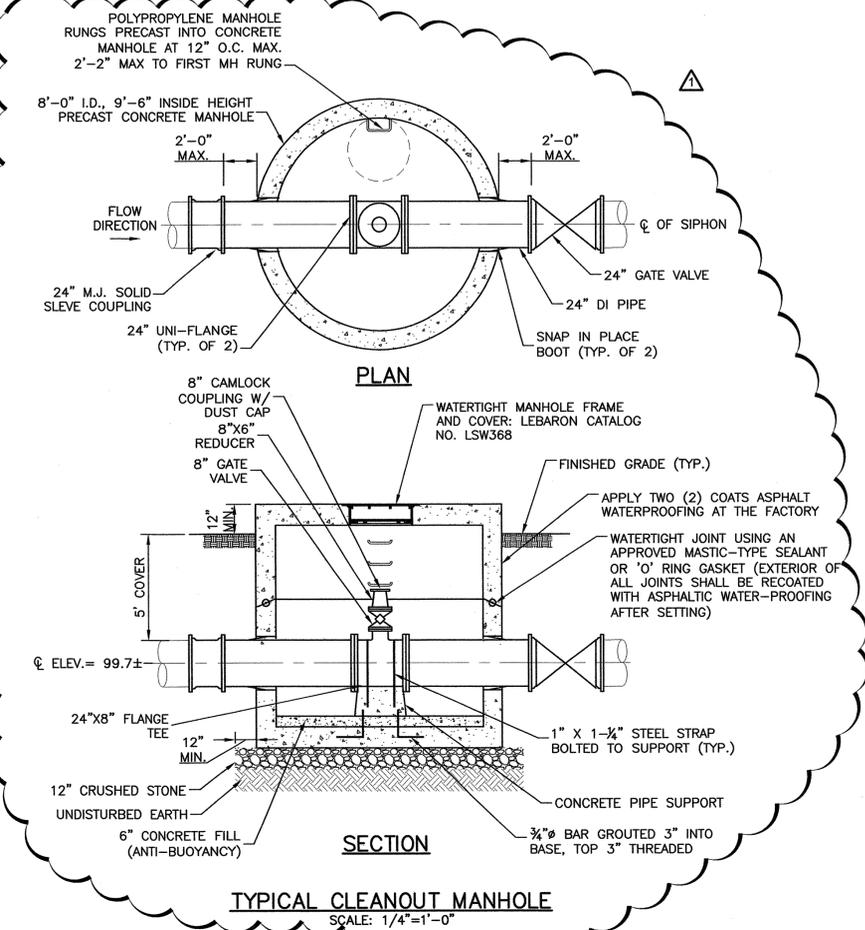
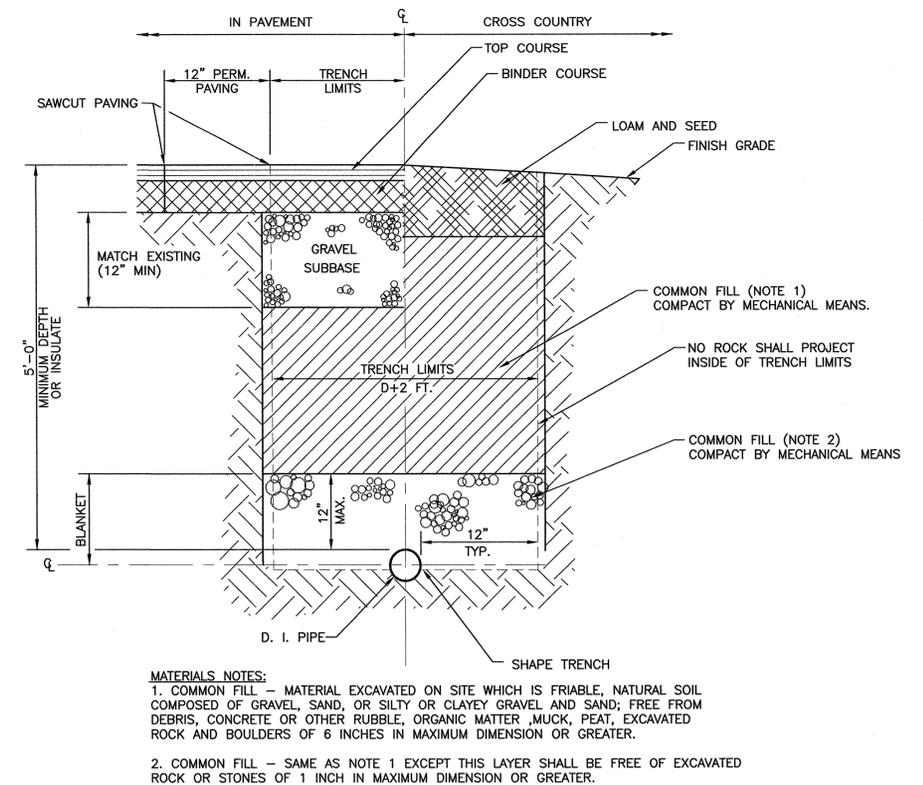
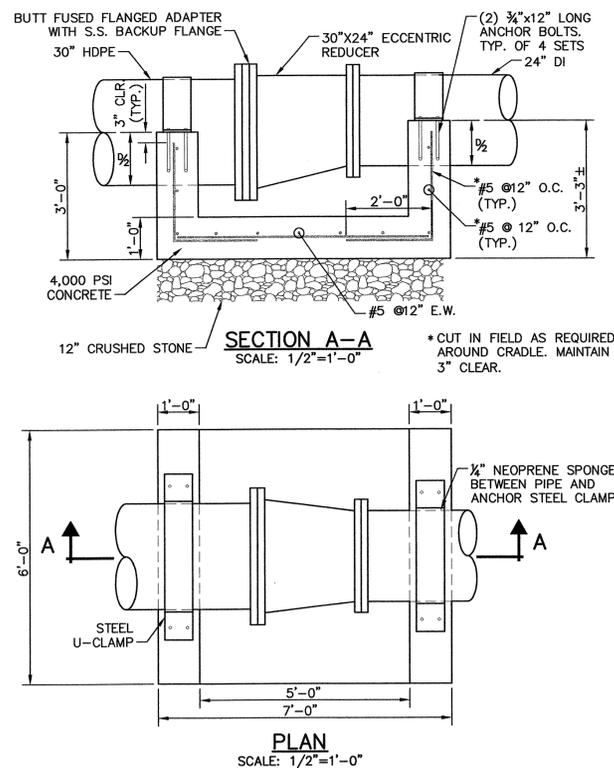
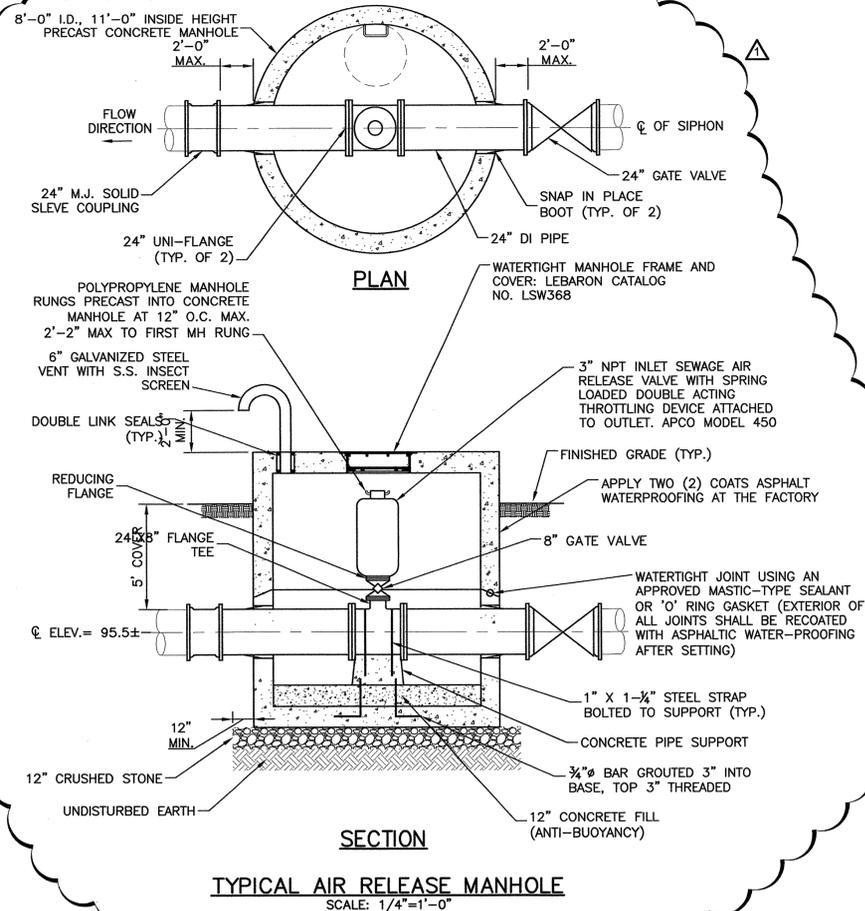
CITY OF BURLINGTON  
 NORTH PLANT INVERTED SIPHON UPGRADE  
**DIRECTIONAL BORE PROFILE**  
 VERMONT  
 BURLINGTON



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|---------------------|-------------------|--------------------|--------------|---------------------|----------|----------------------|
| Project No. 6505203 | Proj. Manager JTM | Proj. Designer MSK | Drawn By JSK | Checked By AS SHOWN | Approved | Date AUGUST 28, 2006 |
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**C3A**

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**MATERIAL NOTES:**  
1. COMMON FILL - MATERIAL EXCAVATED ON SITE WHICH IS FRIABLE, NATURAL SOIL COMPOSED OF GRAVEL, SAND, OR SILTY OR CLAYEY GRAVEL AND SAND; FREE FROM DEBRIS, CONCRETE OR OTHER RUBBLE, ORGANIC MATTER, MUCK, PEAT, EXCAVATED ROCK AND BOULDERS OF 6 INCHES IN MAXIMUM DIMENSION OR GREATER.

**RECORD DRAWING**  
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INFORMATION PROVIDED BY G.W. TATRO CONSTRUCTION, INC.

**Dufresne-Henry**  
South Burlington, Vermont  
Tel. (802) 884-0223 • Fax (802) 884-0165  
www.dufresne-henry.com

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CITY OF BURLINGTON  
NORTH PLANT INVERTED SIPHON UPGRADE  
**MISCELLANEOUS DETAILS**

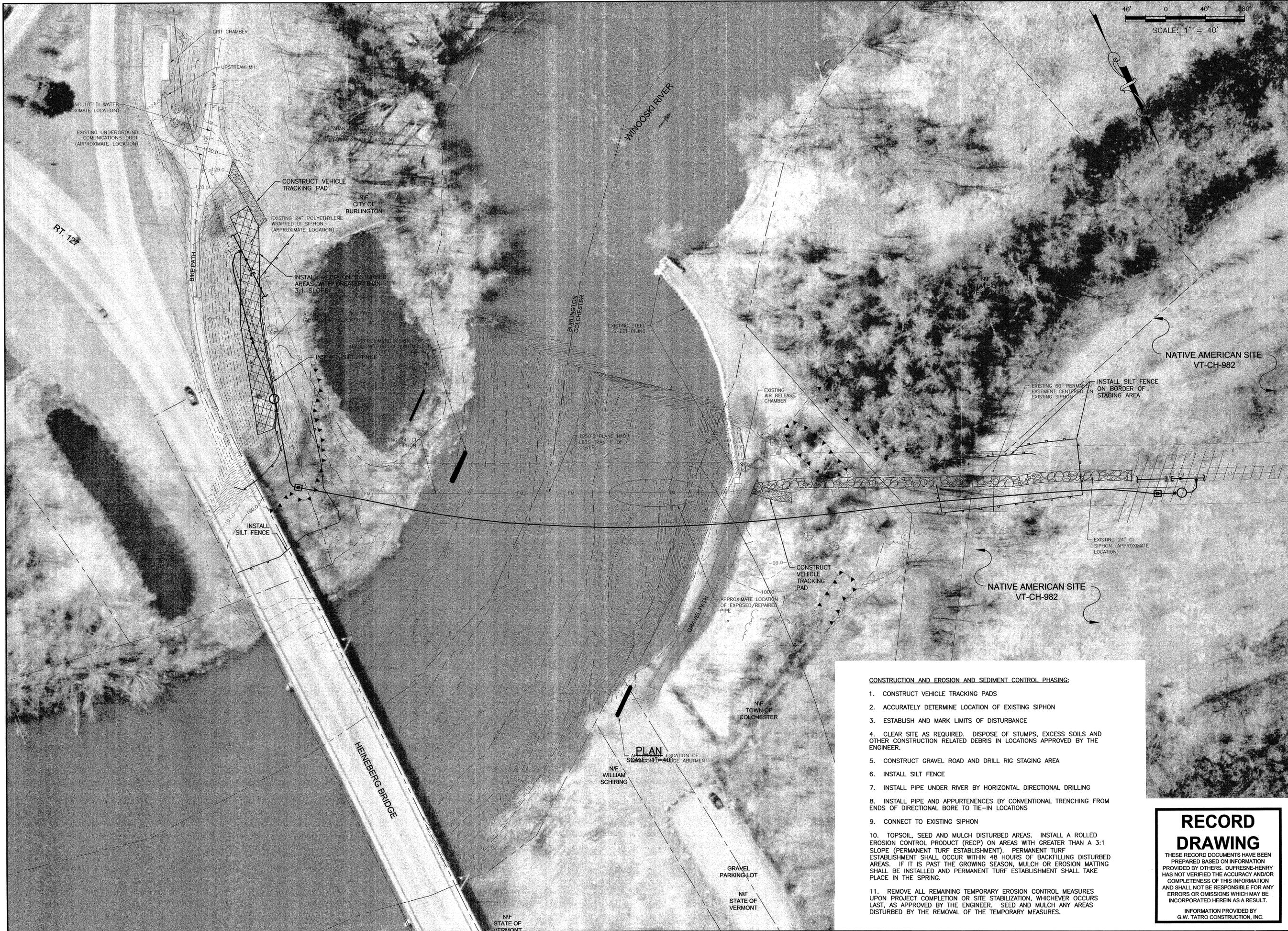
BURLINGTON



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| Project No.    | 6505203         |
| Proj. Manager  | JTM             |
| Proj. Designer | JSK             |
| Drawn By       | JSK             |
| Checked By     | AS SHOWN        |
| Scale          |                 |
| Approved       |                 |
| Date           | AUGUST 29, 2006 |

Sheet 6 of 9  
D 6505203

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SCALE: 1" = 40'

**DH**  
**Dufresne-Henry**  
 South Burlington, Vermont  
 Tel. (802) 844-2223 • Fax (802) 844-0185  
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| Rev. | Description | By | Date |
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VERMONT

CITY OF BURLINGTON  
 NORTH PLANT INVERTED SIPHON UPGRADE  
**EROSION PREVENTION & SEDIMENT CONTROL PLAN**

BURLINGTON



|                |                 |
|----------------|-----------------|
| Project No.    | 6505203         |
| Proj. Manager  | JTM             |
| Proj. Designer | MSK             |
| Drawn By       | JSK             |
| Checked By     | AS SHOWN        |
| Scale          | AS SHOWN        |
| Approved       |                 |
| Date           | AUGUST 28, 2008 |

**ES1**

Sheet 7 of 9  
 D 6505203

- CONSTRUCTION AND EROSION AND SEDIMENT CONTROL PHASING:**
1. CONSTRUCT VEHICLE TRACKING PADS
  2. ACCURATELY DETERMINE LOCATION OF EXISTING SIPHON
  3. ESTABLISH AND MARK LIMITS OF DISTURBANCE
  4. CLEAR SITE AS REQUIRED. DISPOSE OF STUMPS, EXCESS SOILS AND OTHER CONSTRUCTION RELATED DEBRIS IN LOCATIONS APPROVED BY THE ENGINEER.
  5. CONSTRUCT GRAVEL ROAD AND DRILL RIG STAGING AREA
  6. INSTALL SILT FENCE
  7. INSTALL PIPE UNDER RIVER BY HORIZONTAL DIRECTIONAL DRILLING
  8. INSTALL PIPE AND APPURTENANCES BY CONVENTIONAL TRENCHING FROM ENDS OF DIRECTIONAL BORE TO TIE-IN LOCATIONS
  9. CONNECT TO EXISTING SIPHON
  10. TOPSOIL, SEED AND MULCH DISTURBED AREAS. INSTALL A ROLLED EROSION CONTROL PRODUCT (RECP) ON AREAS WITH GREATER THAN A 3:1 SLOPE (PERMANENT TURF ESTABLISHMENT). PERMANENT TURF ESTABLISHMENT SHALL OCCUR WITHIN 48 HOURS OF BACKFILLING DISTURBED AREAS. IF IT IS PAST THE GROWING SEASON, MULCH OR EROSION MATTING SHALL BE INSTALLED AND PERMANENT TURF ESTABLISHMENT SHALL TAKE PLACE IN THE SPRING.
  11. REMOVE ALL REMAINING TEMPORARY EROSION CONTROL MEASURES UPON PROJECT COMPLETION OR SITE STABILIZATION, WHICHEVER OCCURS LAST, AS APPROVED BY THE ENGINEER. SEED AND MULCH ANY AREAS DISTURBED BY THE REMOVAL OF THE TEMPORARY MEASURES.

**RECORD DRAWING**

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 G.W. TATRO CONSTRUCTION, INC.

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| RECORD DRAWINGS | DESCRIPTION |
| BY              | REV.        |

VERMONT

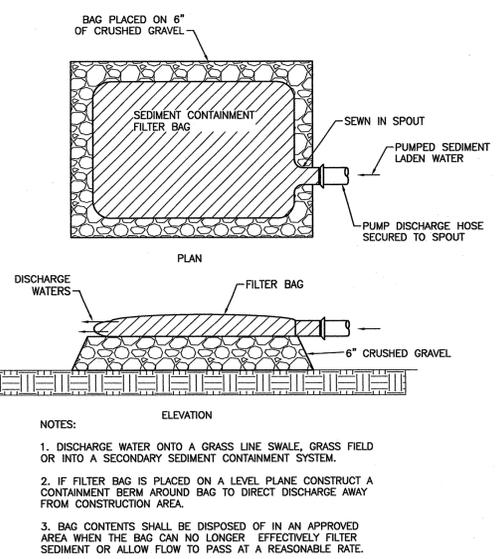
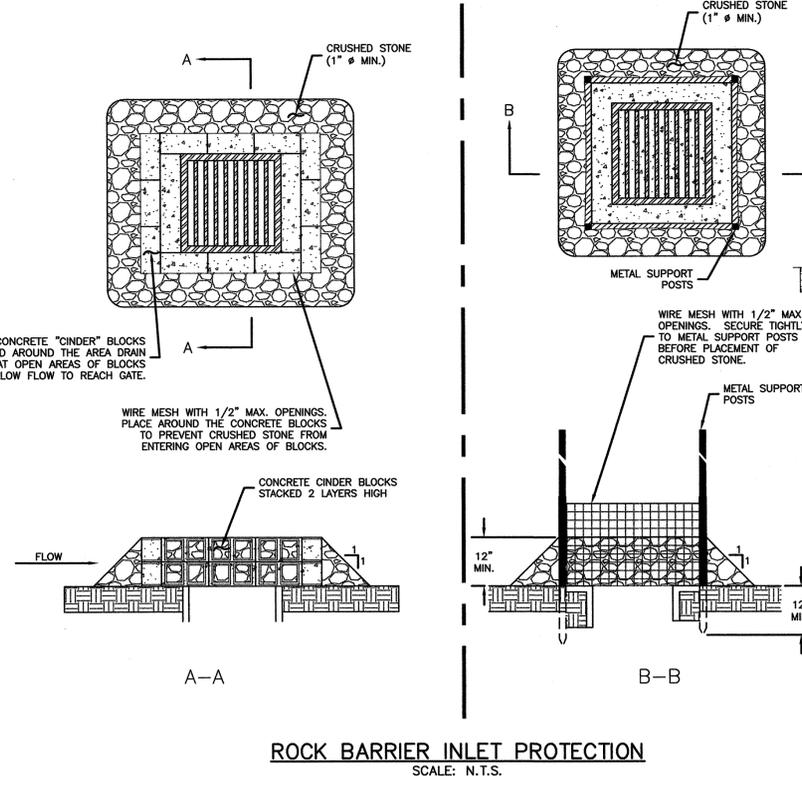
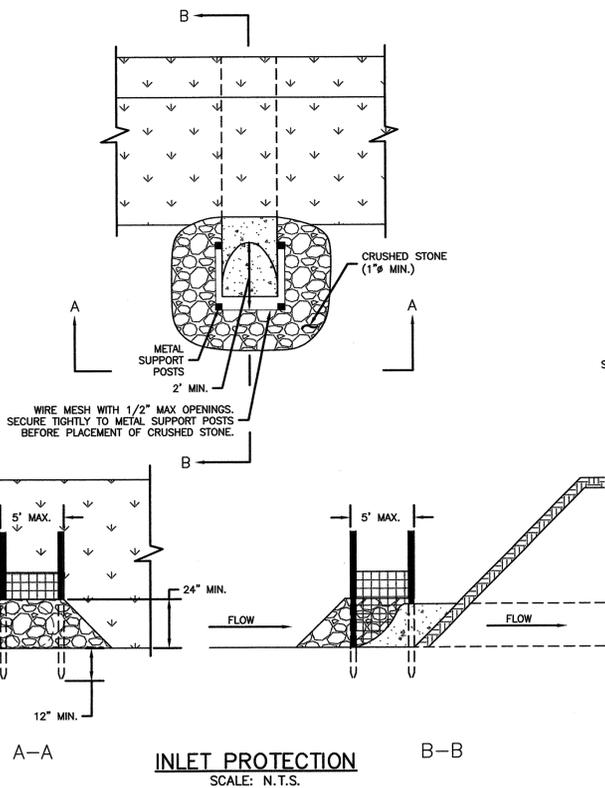
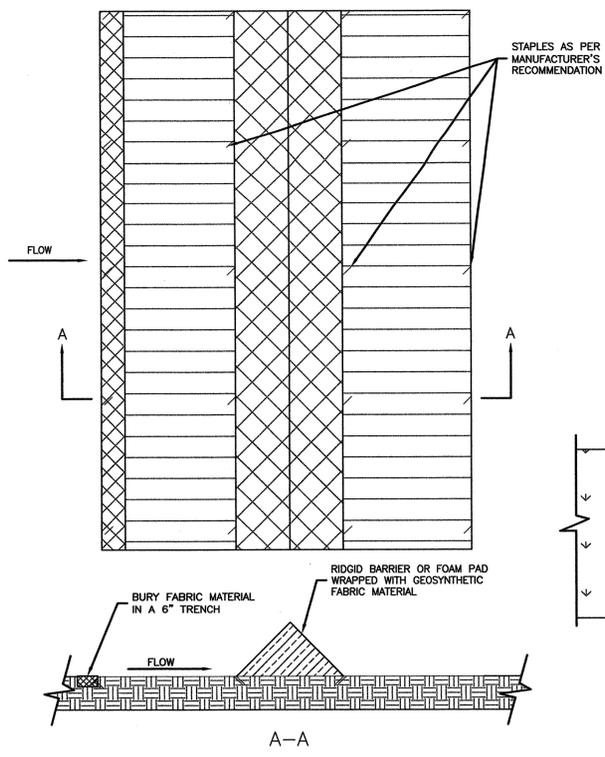
CITY OF BURLINGTON  
 NORTH PLANT INVERTED SIPHON UPGRADE  
**EROSION CONTROL DETAILS**

BURLINGTON

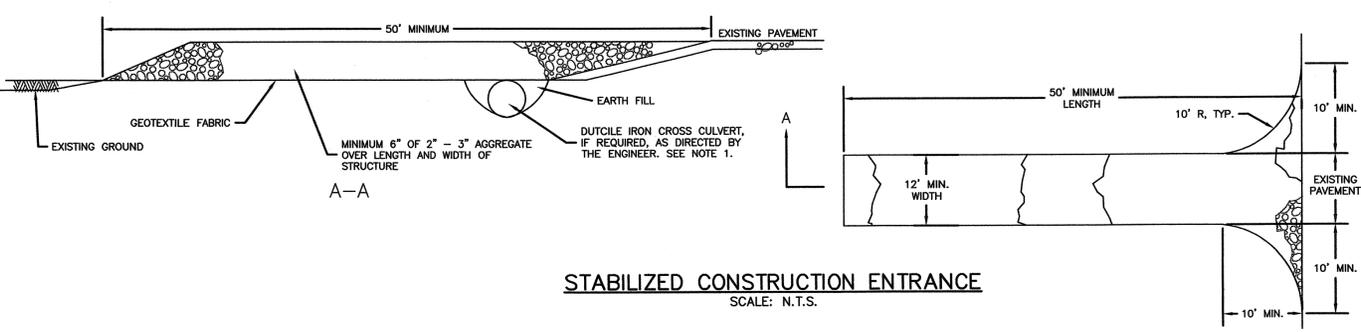
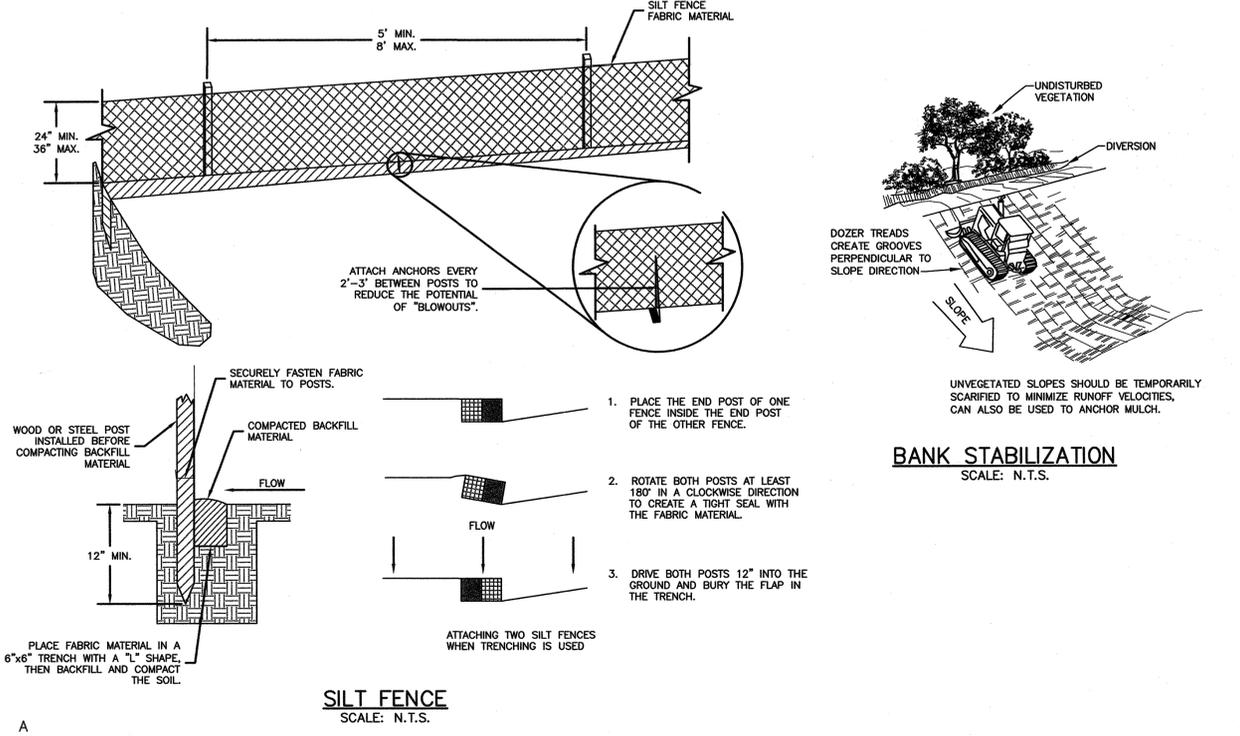
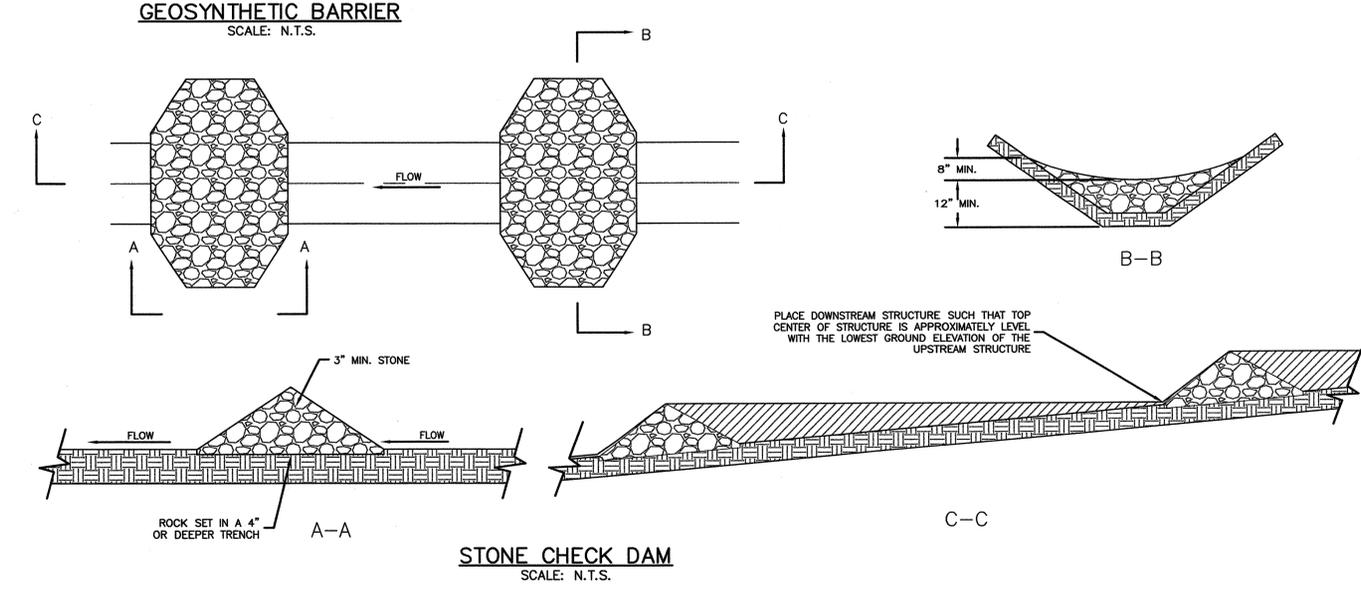
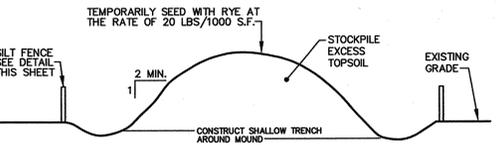


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| Project No.    | 6505203         |
| Prof. Manager  | JTM             |
| Prof. Designer | MSK             |
| Drawn By       | JSK             |
| Checked By     | AS SHOWN        |
| Scale          | AS SHOWN        |
| Approved       | AS SHOWN        |
| Date           | AUGUST 28, 2006 |

**ES2**



- NOTES:
1. DISCHARGE WATER ONTO A GRASS LINE SWALE, GRASS FIELD OR INTO A SECONDARY SEDIMENT CONTAINMENT SYSTEM.
  2. IF FILTER BAG IS PLACED ON A LEVEL PLANE CONSTRUCT A CONTAINMENT BERM AROUND BAG TO DIRECT DISCHARGE AWAY FROM CONSTRUCTION AREA.
  3. BAG CONTENTS SHALL BE DISPOSED OF IN AN APPROVED AREA WHEN THE BAG CAN NO LONGER EFFECTIVELY FILTER SEDIMENT OR ALLOW FLOW TO PASS AT A REASONABLE RATE.



- NOTES:
1. ALL SURFACE WATER FLOWING TO OR DIVERTED TOWARDS TRACKING PADS SHALL BE PIPED UNDER THE PAD, MAINTAINING POSITIVE DRAINAGE. WHEN THE PAD IS LOCATED AT THE HIGH SPOT AND HAS NO DRAINAGE TO CONVEY A PIPE WILL NOT BE NECESSARY. PIPE SHOULD BE SIZED ACCORDING TO THE AMOUNT OF RUNOFF TO BE CONVEYED, AS DIRECTED BY THE ENGINEER. A 8" MINIMUM SIZE WILL BE REQUIRED.
  2. A VEHICLE TRACKING PAD SHALL BE LOCATED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. VEHICLES LEAVING THE SITE MUST TRAVEL OVER THE ENTIRE LENGTH OF THE PAD.

**RECORD DRAWING**

THESE RECORD DOCUMENTS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. DUFRESNE-HENRY HAS NOT VERIFIED THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE INCORPORATED HEREIN AS A RESULT.

INFORMATION PROVIDED BY  
 G.W. TATRO CONSTRUCTION, INC.

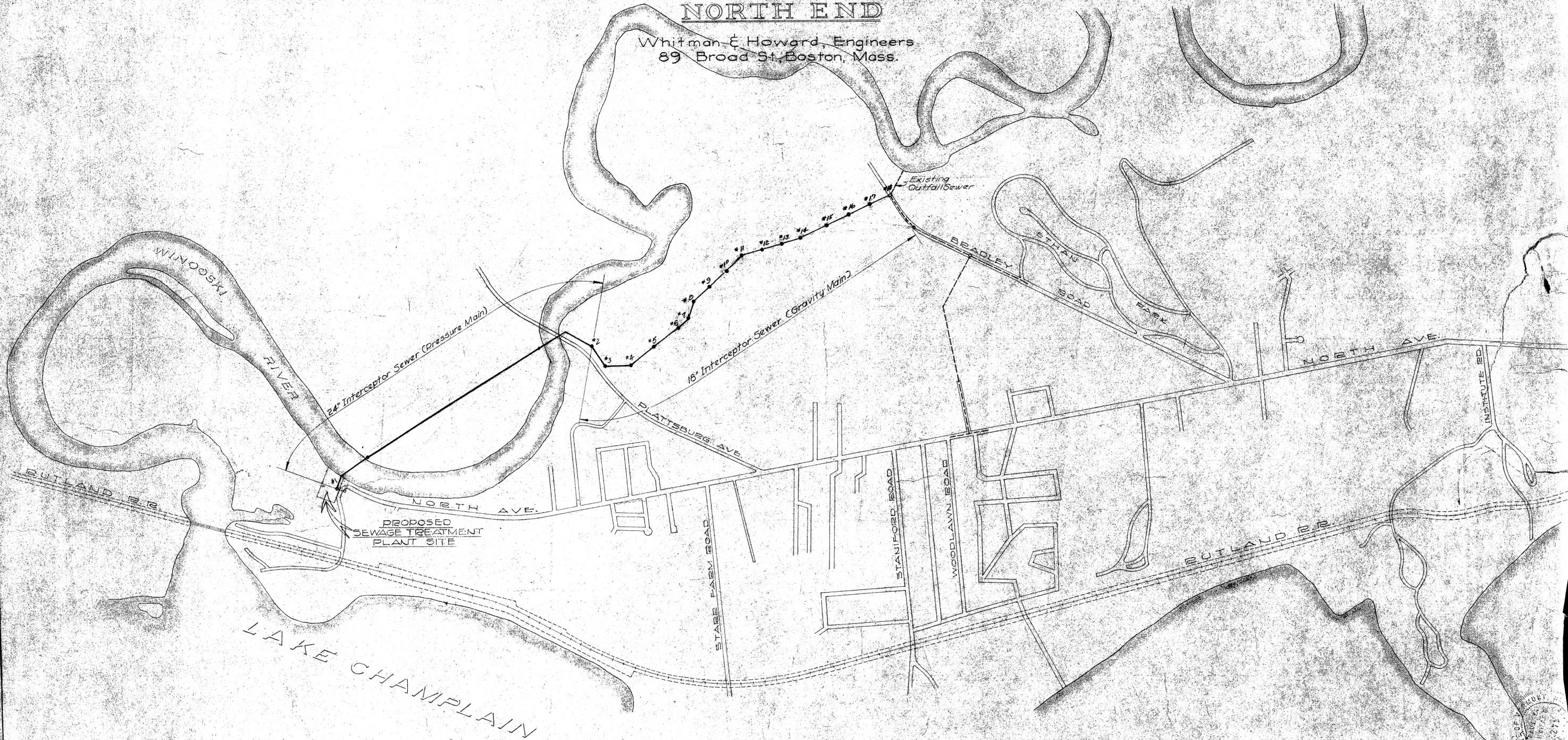
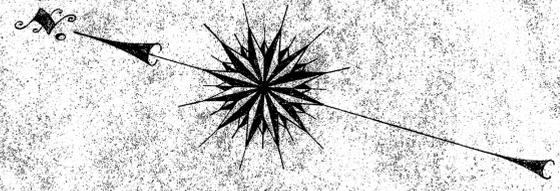
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PROPOSED  
INTERCEPTOR SEWER

BURLINGTON, VT.

NORTH END

Whitman & Howard, Engineers  
89 Broad St. Boston, Mass.



LOCUS PLAN  
Scale: 1 inch = 600 Feet

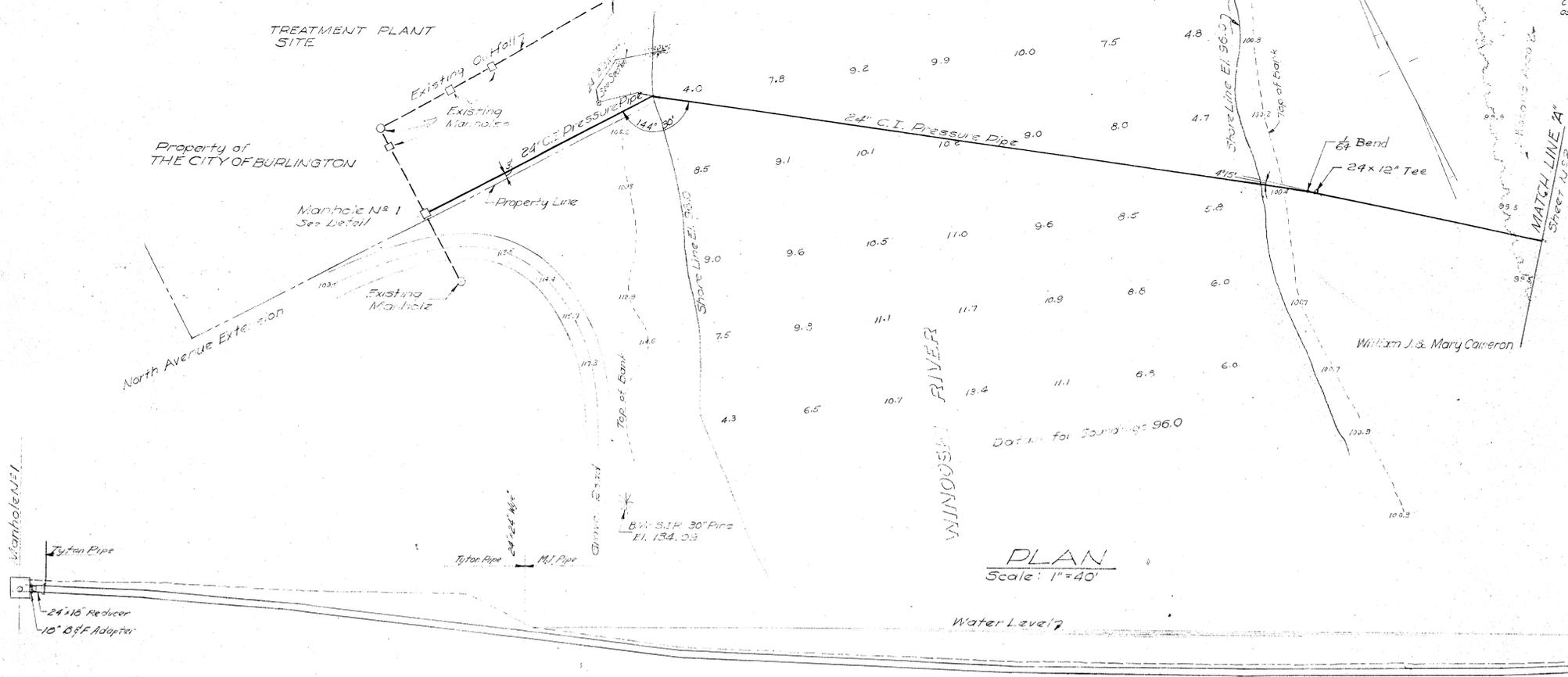
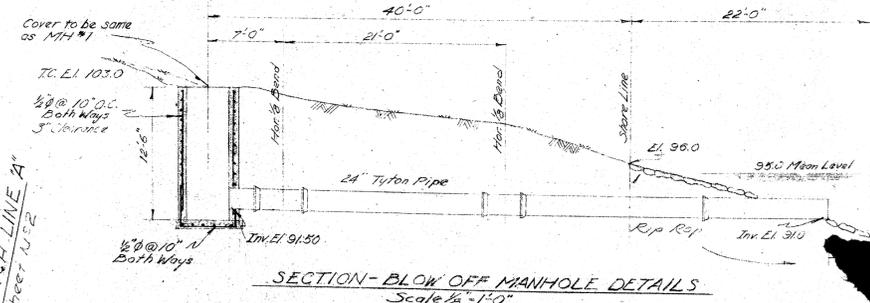
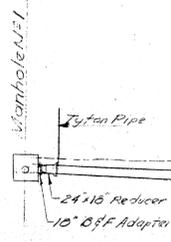
TREATMENT PLANT SITE

Property of THE CITY OF BURLINGTON

North Avenue Extension

WINOOSKI RIVER

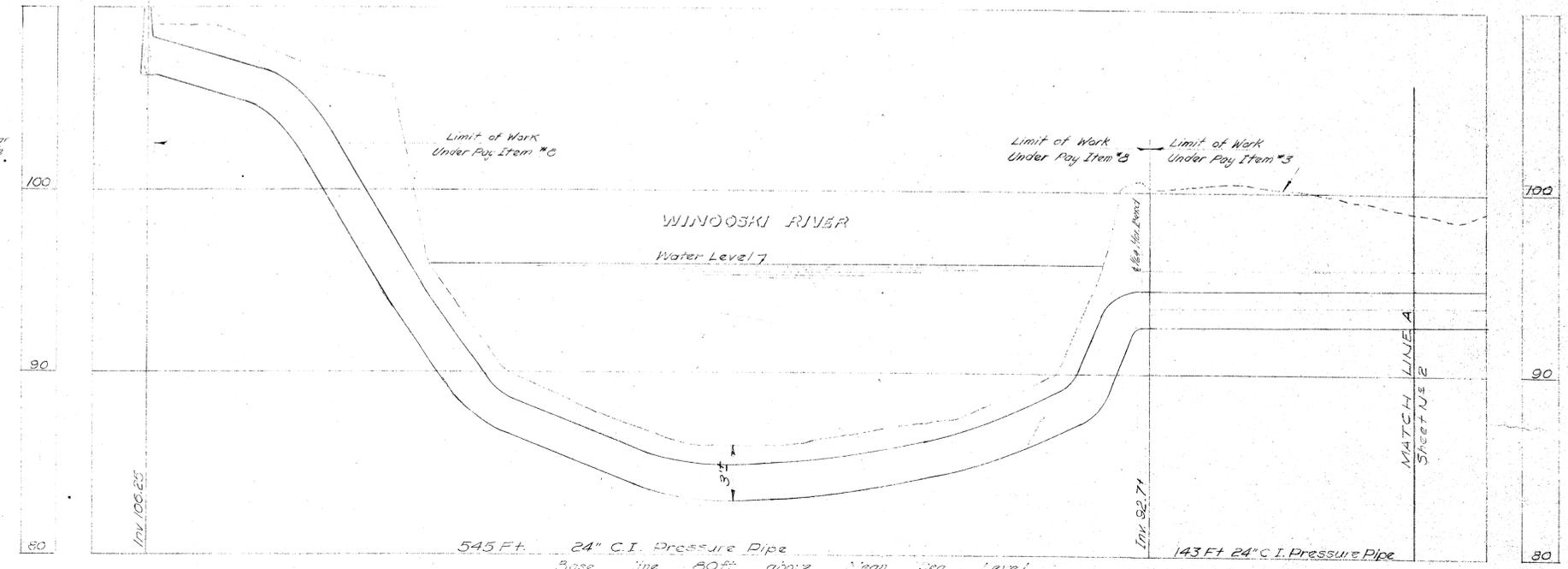
Whitman J. & Mary Cameron



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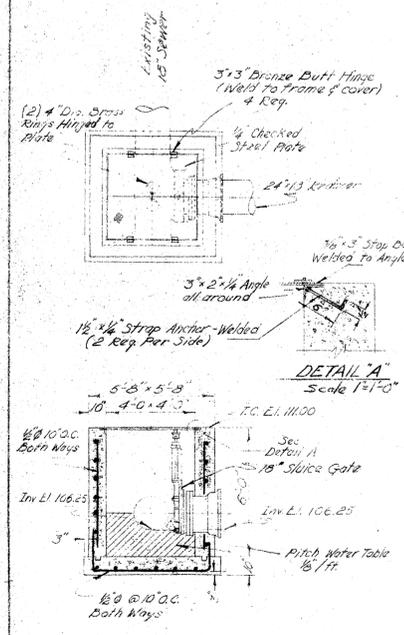
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SECTION ALONG & RIVER CROSSING  
Scale 1"=20'

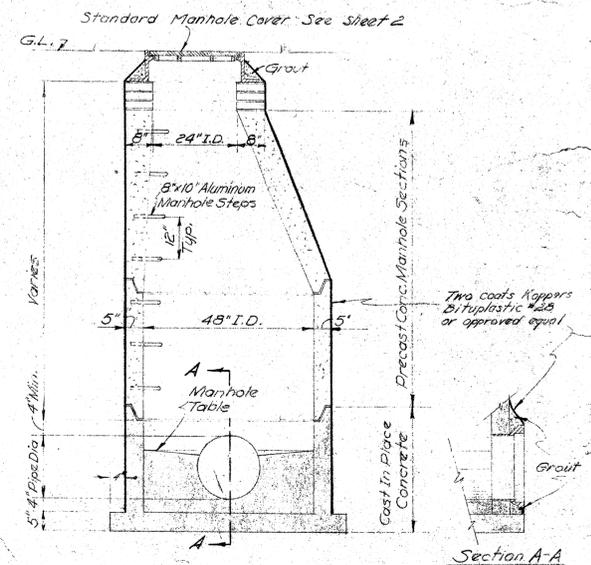


PROFILE

Scales: Horiz. 1"=40'  
Vert. 1"=4'-0"



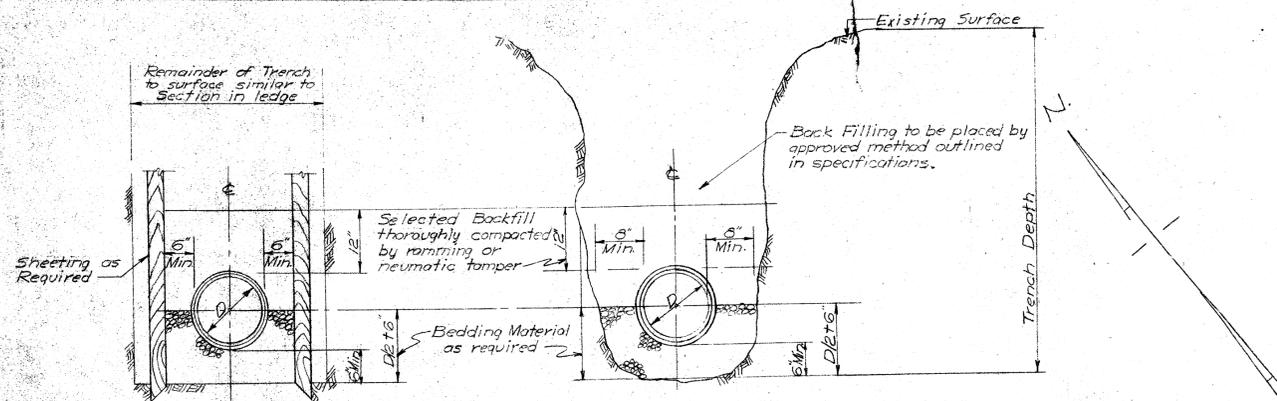
DETAILS MH #1  
Scale 1/4"=1'-0"



DETAIL STANDARD CONCRETE M.H.  
Scale: 1/2"=1'-0"



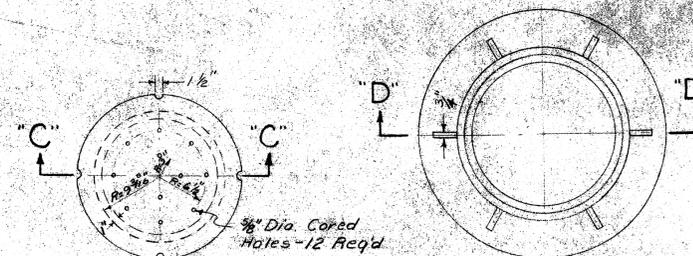
PROPOSED INTERCEPTOR SEWER  
WHITMAN & HOWARD, ENG.  
Sheet 1 of 8 Sheets



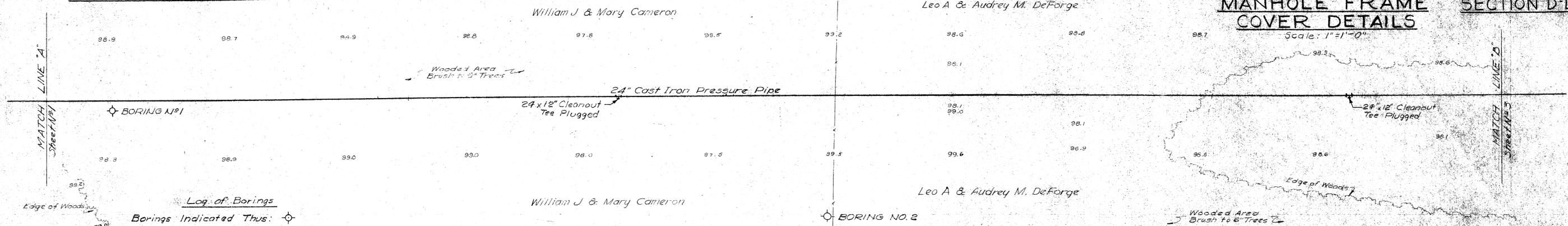
**EARTH TRENCH EXCAVATION LEDGE**



**TYPICAL FILL CROSS SECTION**  
Scale: 1/4" = 1'-0"



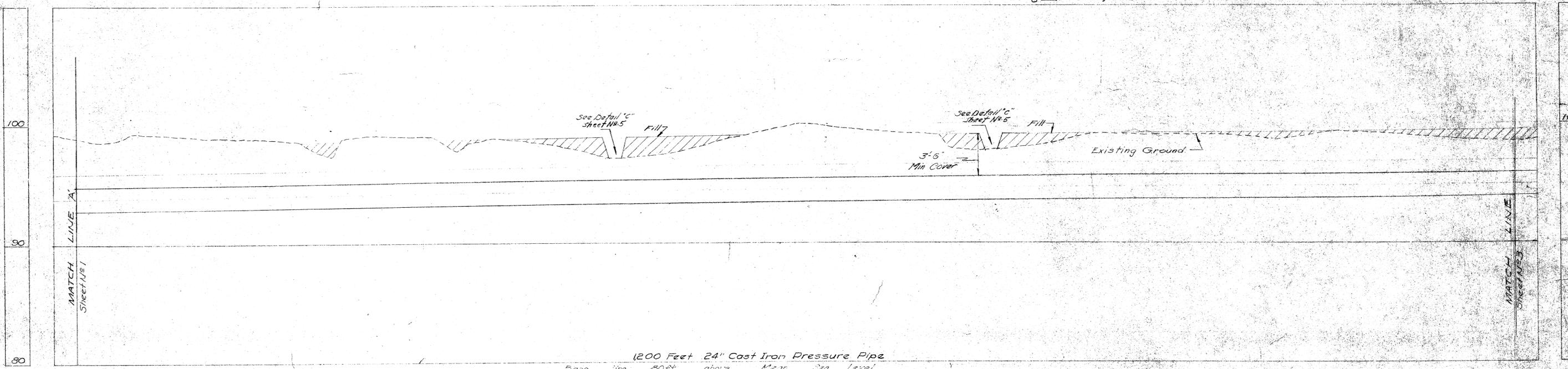
**MANHOLE FRAME COVER DETAILS**  
Scale: 1" = 1'-0"



**Log of Borings**  
Borings Indicated Thus:  $\odot$   
Boring NO. 1  
6' Loom & Vegetation  
Very Fine Brown & Grey Sand  
3' Water Table  
Very Fine Brown & Grey Sand

**Log of Borings**  
Borings Indicated Thus:  $\odot$   
Boring NO. 2  
1' Fine Dark-Brown Loom  
Fine Light-Brown Sand  
4' Water Table  
Fine Brown-Red & Grey Sand  
7 1/2' Fine Grey Sand  
6' Fine Grey Sand

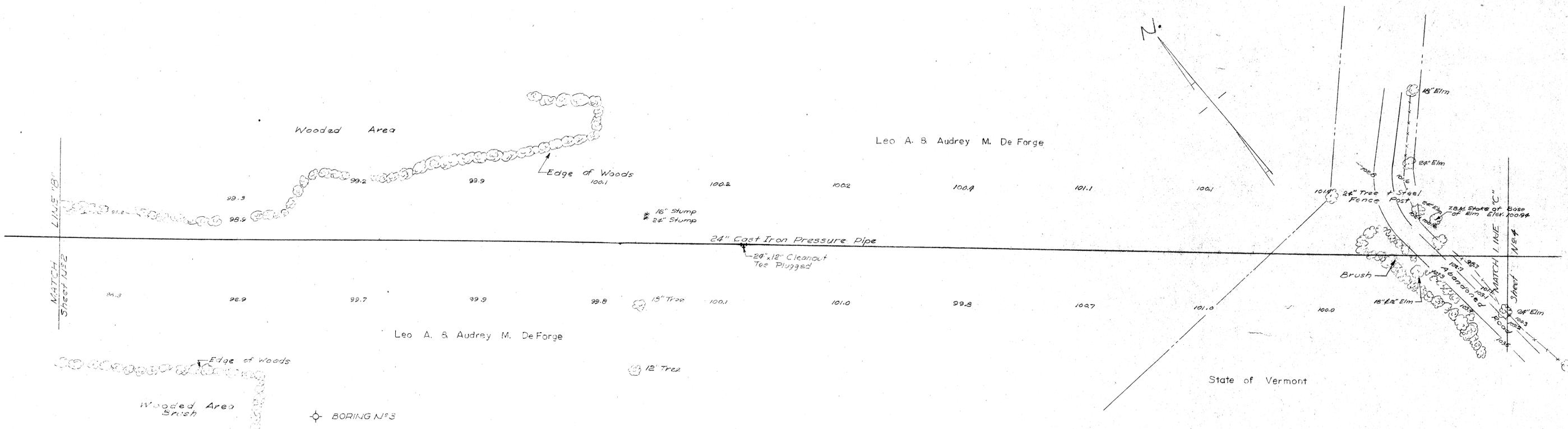
**PLAN**  
Scale: 1" = 40'



**PROFILE**  
Scales: Horiz. 1" = 40'  
Vert. 1" = 4'-0"



**PROPOSED INTERCEPTOR SEWER**  
WHITMAN & HOWARD, ENG.  
Sheet 2 of 8 Sheets  
BURLINGTON, VT.

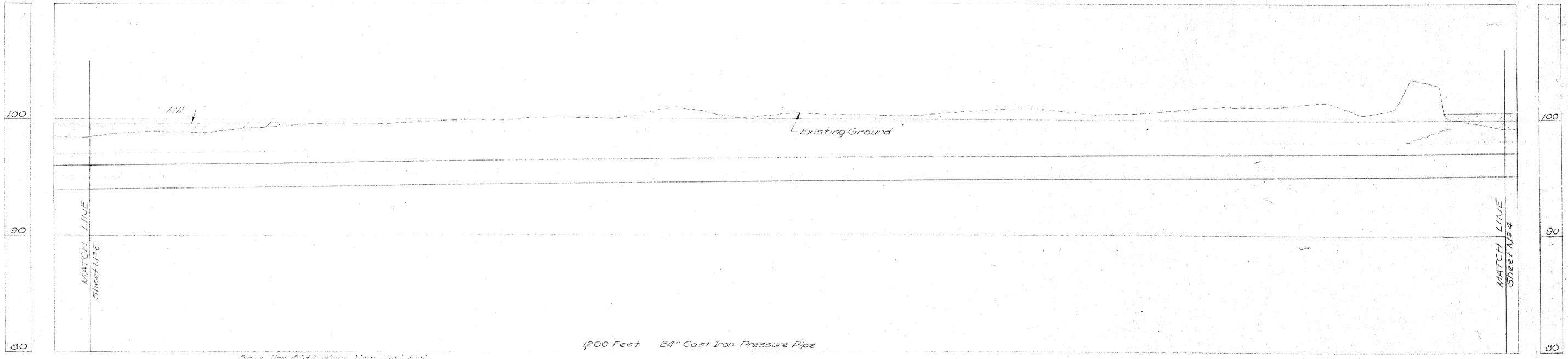


Log of Borings

Borings Indicated Thus:

| Boring NO. 3             | Boring NO. 4                   |
|--------------------------|--------------------------------|
| 1' Dark Brown Loam       | 1' Top Soil                    |
| 4' Fine Light-Brown Sand | 2' Very Fine Brown & Grey Sand |
| Water Table              | Water Table                    |
| Light Brown Sand         | 4' Coarse Sand & Small Stones  |
| 7'                       |                                |

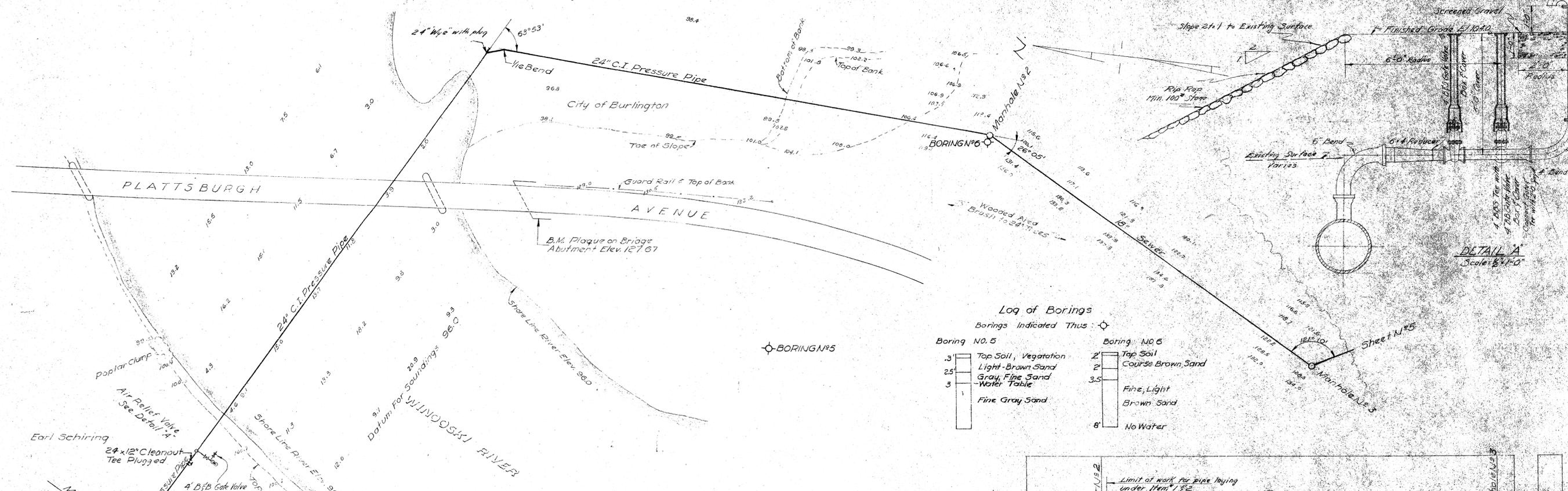
PLAN  
Scale: 1"=40'



PROFILE  
Scales: Horiz. 1"=40'  
Vert. 1"=4'-0"



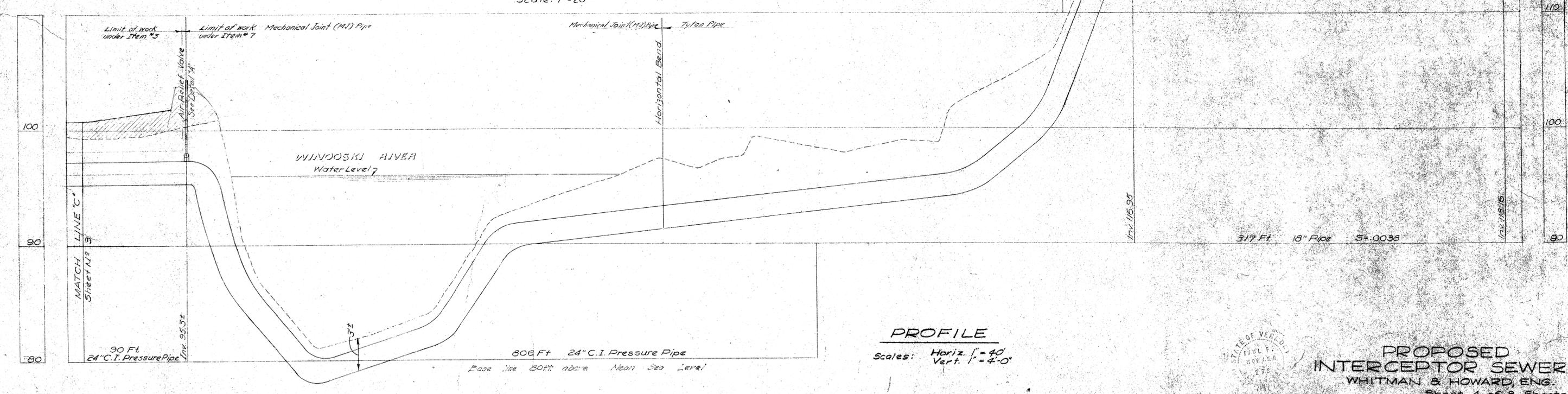
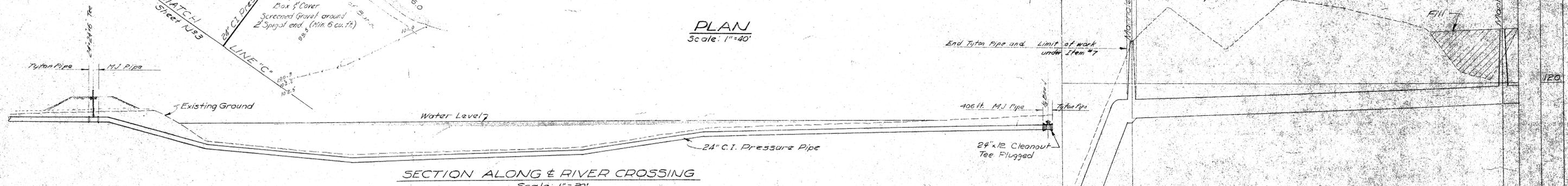
PROPOSED  
INTERCEPTOR SEWER  
WHITMAN & HOWARD, ENG.  
Sheet 3 of 8 Sheets



**Log of Borings**

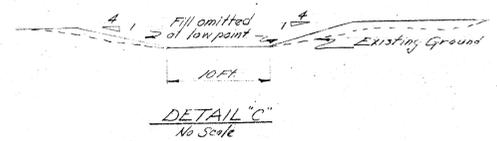
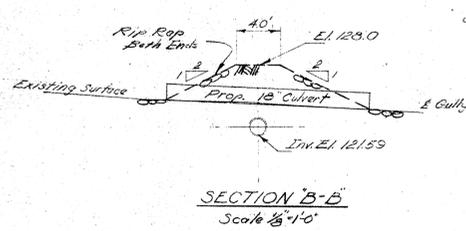
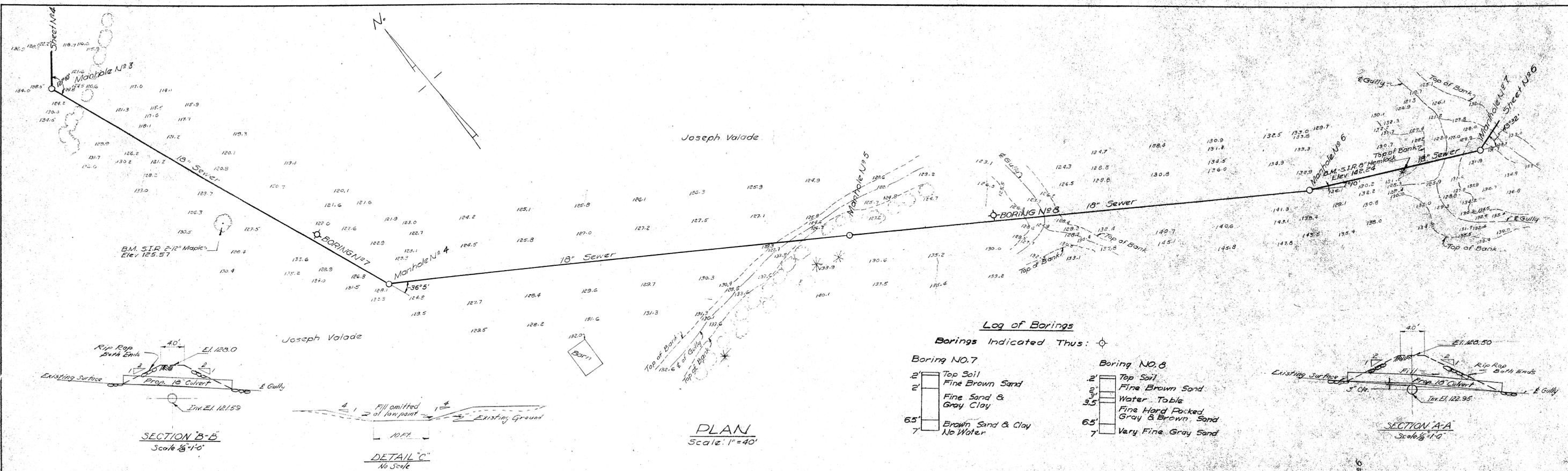
Borings Indicated Thus:

| Boring No. 5              | Boring No. 6                |
|---------------------------|-----------------------------|
| 0.5' Top Soil, Vegetation | 2' Top Soil                 |
| 1.5' Light-Brown Sand     | 2' Coarse Brown Sand        |
| 2.5' Gray, Fine Sand      | 3.5' Fine, Light Brown Sand |
| 3' Water Table            | 8' No Water                 |
| 3' Fine Gray Sand         |                             |

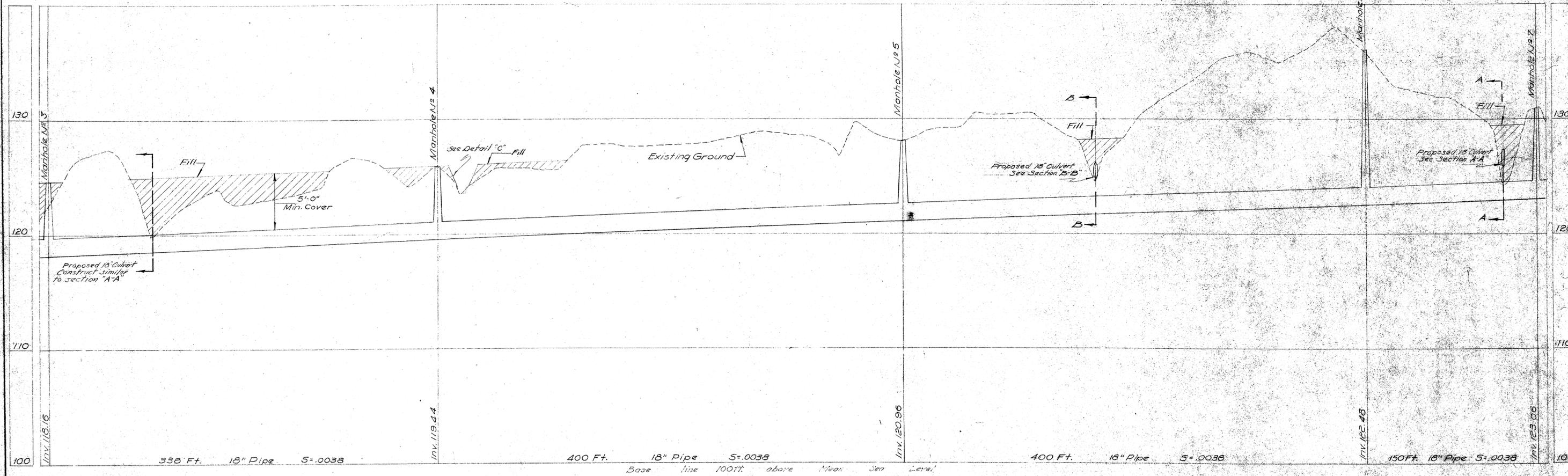
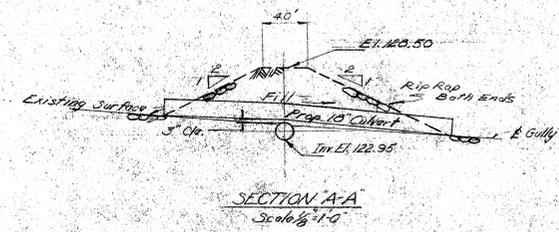


**PROPOSED INTERCEPTOR SEWER**  
 WHITMAN & HOWARD, ENG.  
 Sheet 4 of 8 Sheets  
 BURLINGTON, VT.

11/130



**PLAN**  
 Scale: 1" = 40'



**PROPOSED INTERCEPTOR SEWER**  
 WHITMAN & HOWARD, ENG.  
 Sheet 5 of 8 Sheets

Joseph Valade

Lorenzo W. Howe

Boring No. 9

Boring No. 9

Boring No. 10

Boring No. 11

Joseph Valade

Lorenzo W. Howe

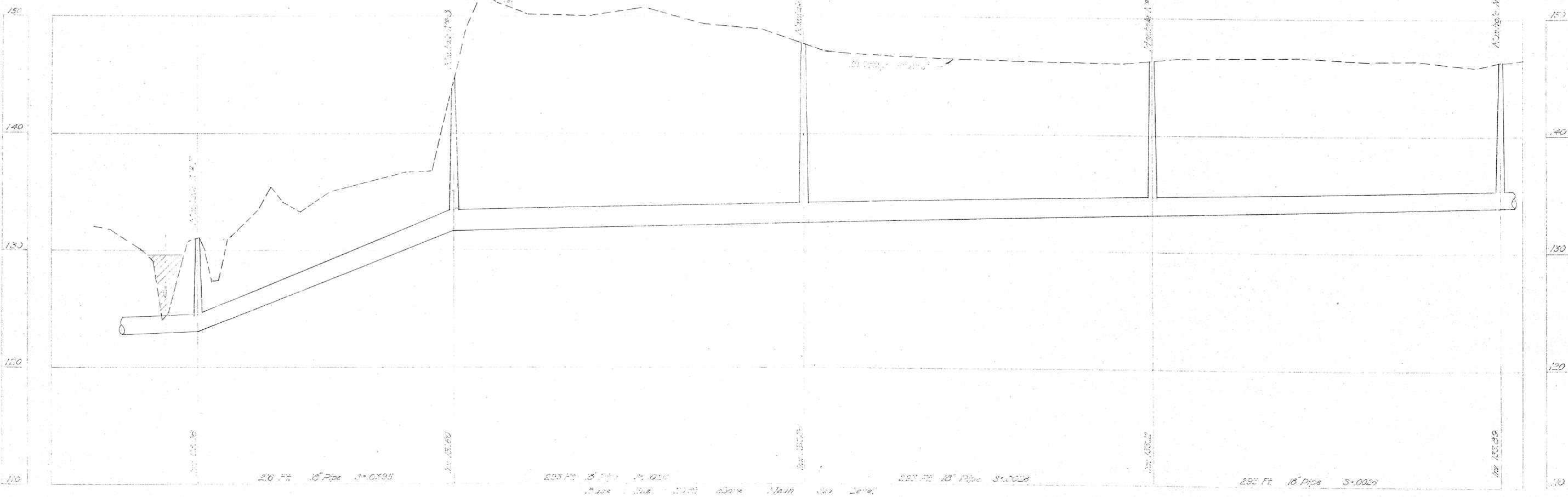
PLAN  
Scale: 1"=40'

Log of Borings

Borings indicate this:

Boring No. 9

Boring No. 10



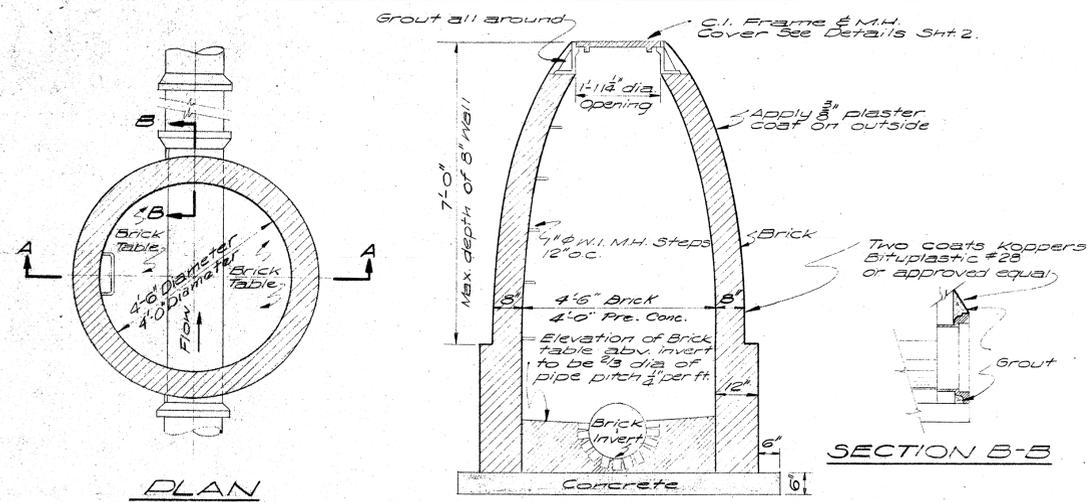
PROFILE

Scale: Horiz. 1"=40'  
Vert. 1"=4'

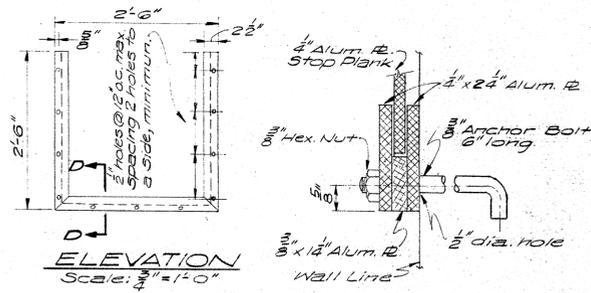


PROPOSED  
INTERCEPTOR SEWER  
WHITMAN & HOWARD, ENG.  
Sheet 6 of 3 Sheets

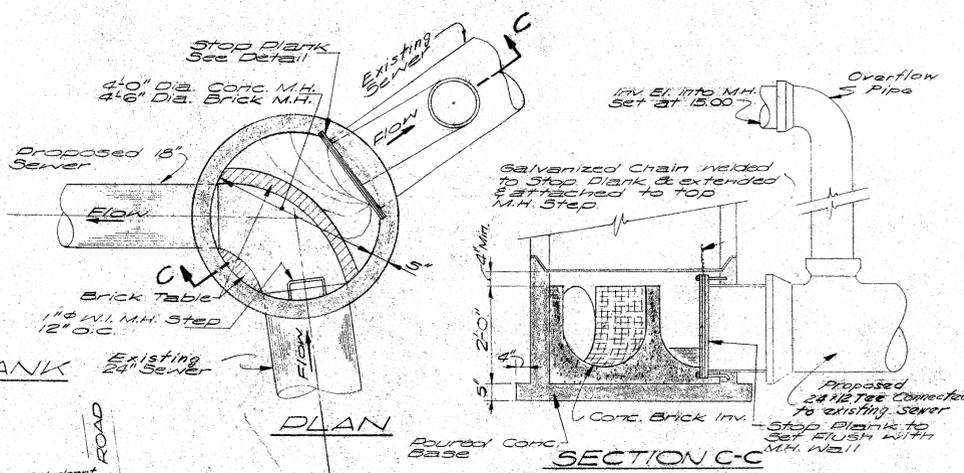




**PLAN**  
**SECTION A-A**  
**STANDARD MANHOLE**  
Scale: 1/2" = 1'-0"

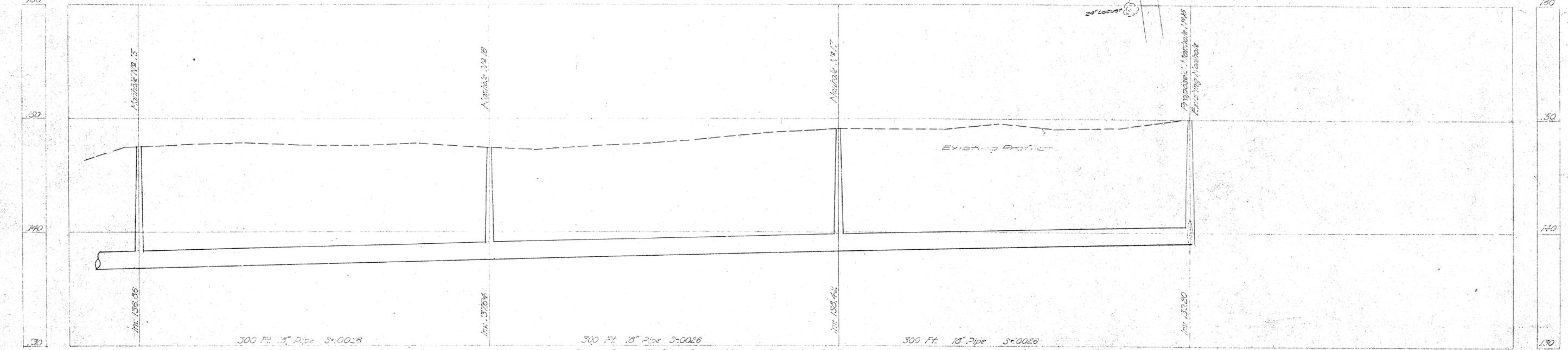
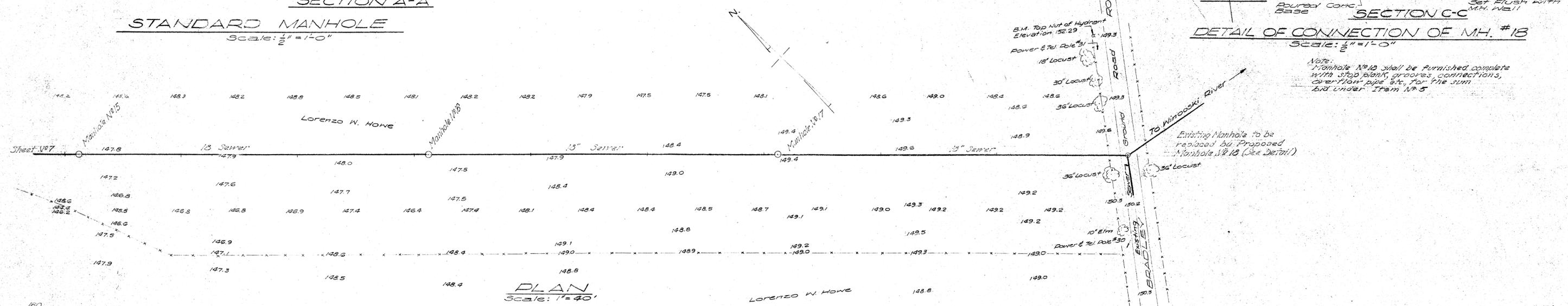


**ELEVATION**  
Scale: 3/4" = 1'-0"



**SECTION D-D**  
Scale: 3/8" = 1'-0"

**PLAN**  
**SECTION C-C**  
**DETAIL OF CONNECTION OF M.H. #18**  
Scale: 1/2" = 1'-0"



**PROPOSED INTERCEPTOR SEWER**  
WHITMAN & HOWARD, ENG.  
Sheet 3 of 3 Sheets  
BURLINGTON, VT.

**Exhibit B: Draft Contract**

**CITY OF BURLINGTON**  
**DRAFT CONSULTANT CONTRACT**

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and [\_\_\_\_\_] (“Consultant”), a Vermont corporation located at [\_\_\_\_\_].

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 [\_\_\_\_\_].
- 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 [\_\_\_\_\_].

**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 [\_\_\_\_\_] 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).

#### 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) [or as follows: \_\_\_\_\_].

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 in the manner and at such times as set forth in the Contract Documents [or as follows: \_\_\_\_\_]. 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 \$[\_\_\_\_\_]. 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:

[Name, address, phone, email]

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 [\_\_\_\_\_]**

**Attachment B: Consultant’s Response to Request for Proposals dated [\_\_\_\_\_]**

**Attachment C: Burlington Standard Contract Conditions for Consultants**

**Attachment D: Burlington Livable Wage Ordinance Certification**

**Attachment E: Burlington Outsourcing Ordinance Certification**

**Attachment F: Burlington Union Deterrence Ordinance Certification**

**Attachment G: 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 —



**Exhibit C: Burlington Standard Contract Conditions**

## ATTACHMENT C

### BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Contractor/Consultant, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury

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

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

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

- 9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
- 10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- 11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- 12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

- 13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- 15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 16. Taxes Due to the State:**
- A) Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - B) Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - C) Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - D) Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

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

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

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

- 23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 27. Termination:**
- A) Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Contractor/Consultant 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.

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

- 27. 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.
- 28. 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.
- 29. 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.
- 30. Requirements Pertaining Only to Federal Grants and Contractor/Consultant 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 Contractor/Consultant will complete the Contractor/Consultant 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 Contractor/Consultant will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Contractor/Consultant Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the Contractor/Consultant expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the Contractor/Consultant 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 Contractor/Consultant Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B) Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C) Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**31. Requirements Pertaining Only to State-Funded Grants:**

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

**32. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

- A)** The Contractor/Consultant primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (i)** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (ii)** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (iii)** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (iv)** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B)** Where the Contractor/Consultant is unable to certify to any of the statements in this certification, such Contractor/Consultant shall attach an explanation to this proposal.
- C)** Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

\$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Contractor/Consultant agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Contractor/Consultant can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). The Contractor/Consultant must maintain this information, in the form of a screen print.

### **33. DRUG-FREE WORKPLACE**

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Federal Register on January 31, 1989, and May 25, 1990. The Contractor/Consultant will or will continue to provide a drug-free workplace by:

- A) Maintaining a Zero Tolerance Drug Policy
- B) Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor/Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- C) Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Contractor/Consultant that the Contractor/Consultant maintains a drug-free workplace;
- D) Establishing an ongoing drug- free awareness program to inform employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor/Consultant's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (v) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

### **34. PROCUREMENT:**

The Contractor/Consultant agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

- A) Contractor/Consultant must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
- B) The Contractor/Consultant entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts. (2 CFR § 200.318(c)(1))

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

- C) The Contractor/Consultant must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

**35. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS**

- A) All Contractors/Consultants are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

- (i) Contractors/Consultants have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
- (ii) All Contractors/Consultants will accept responsibility for expending and accounting for funds in a manner consistent with Debarment and Suspension regulations, published in the <sup>3</sup> 2 CFR § 182 approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

- B) Contractors/Consultants must have an adequate system of internal controls which:

- i) Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Contractor/Consultant and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.
- ii) Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- iii) Provides information for planning, control and evaluation of direct and indirect costs;
- iv) Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

**C) Notification of Organizational Changes Required:**

The recipient shall provide DPS written notification within 30 days should any of the following events occur:

- a. having new or substantially changed systems
- b. having new compliance personnel
- c. loss of license or accreditation to operate program
- d. organizational restructuring.

**36. FOLLOWING CONTRACTOR/CONSULTANT PROCEDURES:**

The undersigned certifies that the Contractor/Consultant organization has in place standard policies and procedures that govern the Contractor/Consultant's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Contractor/Consultant organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Contractor/Consultant from requirements of federal financial management, requirements in: **(a)** 2 CFR 200 § 302 Financial Management.

**37. DISCLOSURE OF INFORMATION:**

Any confidential or personally identifiable information (PII) acquired by Contractor/Consultant during the course of the project shall not be disclosed by Contractor/Consultant to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the City either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Contractor/Consultant agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

**38. CONFLICT OF INTEREST**

Contractor/Consultant covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Contract.

- A)** Contractor/Consultant further covenants that in the performance of Contract, no person having such conflicting interest shall knowingly be employed by Contractor/Consultant.
- B)** Any such interest, on the part of Contractor/Consultant or its employees, when known, must be disclosed in writing to the City.

**39. SPECIAL CONDITIONS**

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

This Agreement is subject to the requirements of all federal laws, policies and bulletins. Most notably:

National Incident Management (NIMS) - Recipients of this award must be compliant with the National Incident Management System activities set forth in the Vermont's NIMS Implementation Plan. As outlined in HSPD-5 (National Incident Management) DHS mandates that States institutionalize NIMS. The Contractor/Consultant agrees to incorporate NIMS into existing training programs and exercises; incorporate NIMS into Local Emergency Management Plans (LEMP's); promote intrastate mutual aid agreements and institutionalize the use of the Incident Command System.

Interoperability Communications - As part of this agreement, the Contractor/Consultant agrees that the U-Call/V-Call and U- Tac/V-Tac frequencies must be programmed into all applicable interoperable communications equipment. All channels other than U-CALL 40 are used in simplex mode.

|          |                    |  |          |
|----------|--------------------|--|----------|
| V-CALL10 | (Formerly VCALL)   | Command                                  | 155.7525 |
| V-TAC11  | (Formerly V-TAC 1) | Dispatch/Lifeline                        | 151.1375 |
| V-TAC12  | (Formerly V-TAC 2) | Tactical/Fire Ground                     | 154.4525 |
| V-TAC13  | (Formerly V-TAC 3) | Tactical/Search & Rescue                 | 158.7375 |
| V-TAC14  | (Formerly V-TAC 4) | Tactical/Air or Ground<br>EMS Operations | 159.4725 |
| U-CALL40 | (Formerly U-CALL)  | Dispatch/Lifeline                        | 453.2125 |
| U-TAC41  | (Formerly U-TAC 1) | Command                                  | 453.4625 |
| U-TAC42  | (Formerly U-TAC 2) | Tactical                                 | 453.7125 |
| U-TAC43  | (Formerly U-TAC 3) | Tactical                                 | 453.8625 |

Regional Coordination - A high priority is placed on ensuring that all awards reflect regional coordination and regional integration.

Permits - All local, state and federal permits are the responsibility of the Contractor/Consultant.

Prior Approval/Review of Releases - Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Contractor/Consultant under this Grant Agreement shall be approved/reviewed by the State prior to release.

Data Collection - The Contractor/Consultant agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### **Article I - Summary Description of Award**

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,287,500 and Operation Stonegarden (OPSG) funding in the amount of \$905,069. The following shall receive Operation Stonegarden subawards for the following amounts: State of Vermont, \$905,069. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

**Article II - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article III - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article IV - Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

**Article V - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**Article VI - Debarment and Suspension**

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Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article VII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article VIII - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article IX - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article X - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article XI - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and

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sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article XIV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

**Article XV - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

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**Article XVI - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

**Article XVII - DHS Specific Acknowledgements and Assurances**

All recipients, Contractors/Consultants, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Contractors/Consultants are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

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**Article XVIII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste

Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42

U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article XIX - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article XX - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at

42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article XXI - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article XXII - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

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**Article XXIII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

**Article XXIV - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article XXV - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXVII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

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Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXIX - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article XXX - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**Article XXXII - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18U.S.C. sections 175-175c.

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

**Article XXXIII - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

**Article XXXIV - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec.

5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

**Article XXXV - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part

25, Appendix A, the full text of which is incorporated here by reference.

**Article XXXVI - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXVII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XXXVIII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C

section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

**Article XXXIX - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

**Article XL - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article XLI - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article XLII – SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XLIII - Operation Stonegarden Program Hold**

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG Contractors/Consultants of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Final Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards became effective 12/26/2014 for Federal awards that are issued post 12/26/2014. This regulation supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. See final guidance and OMB Policy Statements for more information.

2 CFR 180 OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)

2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,

2 CFR 220 (formerly A-21) Cost Principles for Education Institutions,

2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,

2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations, and

*ATTACHMENT C - BURLINGTON STANDARD CONTRACT CONDITIONS FOR FEDERALLY FUNDED PROJECTS*

A-133 Audits of States, Local Governments and Non-Profit Organizations.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

Bulletin 5, Single Audit Policy for Agreements

Bulletin 5 - Procedure #1

Bulletin 5 - Procedure #2

This agreement is subject to the requirements for the federal agency providing the funds. This agreement is subject to the following Code of Federal Regulation (CFR) and Grant Guidance:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl)

**Exhibit D: Burlington Livable Wage Ordinance Certification**

**Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ ("the Contractor"), in connection with a contract for \_\_\_\_\_

services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LWO"), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
  - (a) Full-time employees are entitled to 12 days of paid time off per year; and
  - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis; (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$17.44 per hour; and
  - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.59 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: \_\_\_\_\_

\_\_\_\_\_

Notary Public

## ARTICLE VI. LIVABLE WAGES<sup>1</sup>

### 21-80 Findings and purpose.

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In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

### 21-81 Definitions.

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As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.

(b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

(c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

(e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least

one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section [21-82](#).

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-82 Livable wages required.**

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(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer-assisted health care, the livable wage shall be at least fifteen dollars and thirty-five cents (\$15.35) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer-assisted health care, the livable wage shall be at least sixteen dollars and seventy-four cents (\$16.74) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two

(2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

### **21-83 Applicability.**

---

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-84 Enforcement.**

---

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a

covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;
- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

- (1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

### **21-85 Other provisions.**

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(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in

effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-86 Exemptions.**

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An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

(a) By a covered employer where payment of the livable wage would cause substantial economic hardship; and

(b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-87 Severability.**

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If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-88 Annual reporting.**

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On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article;  
and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

**21-89 Effective date.**

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The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

**Exhibit E: Burlington Outsourcing Ordinance Certification**

**ATTACHMENT E**

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

I, \_\_\_\_\_, on behalf of \_\_\_\_\_

(Contractor) and in connection with the

\_\_\_\_\_ [project].

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

Dated at \_\_\_\_\_, Vermont this \_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Duly Authorized Agent

Subscribed and sworn to before me: \_\_\_\_\_  
Notary

## ARTICLE VII. OUTSOURCING

### **21-90 Policy.**

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It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

### **21-91 Definitions.**

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(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

### **21-92 Implementation.**

---

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

### **21-93 Exemption.**

---

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer

shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

#### **21-94 Enforcement.**

---

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

#### **21-95—21-99 Reserved.**

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**Exhibit F: Burlington Union Deterrence Ordinance Certification**

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

I, \_\_\_\_\_, on behalf of \_\_\_\_\_

(Contractor) and in connection with \_\_\_\_\_ (City

contract/project/grant), hereby certify under oath that \_\_\_\_\_

(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Duly Authorized  
Agent

## ARTICLE VIII. UNION DETERRENCE

### 21-100 Policy.

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It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

### 21-101 Definitions.

---

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

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- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
- 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
  - 2) Advertises union deterrence services as specialty services;
  - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

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- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104—21-110 Reserved.

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