

CITY OF BURLINGTON
REQUEST FOR PROPOSALS (RFP) FOR CONTRACTOR SERVICES
SITE WORK AND UTILITY CONNECTIONS
FOR THE NEW CITY HALL PARK KIOSK

The City of Burlington is seeking the services of a qualified contractor(s) to complete the site work and utility connections required for the installation of a new permanent food vendor kiosk structure (the "Kiosk") in City Hall Park, located at 149 Church St, Burlington, VT 05401.

Date of Issue: March 29, 2024

Questions Due Date: April 11, 2024

Response to Questions Posted: April 15, 2024

Proposal Due Date: ~~April 18, 2024, 5:00 PM~~ **REVISED: April 26, 2024 4:00PM**

Questions & Submissions submitted electronically to:

Zachary Nersinger

Senior Projects & Policy Specialist for Community Works

Community & Economic Development Office (CEDO)

znersinger@burlingtonvt.gov

(802) 923-9218

Responses to all submitted questions will be posted at: <http://www.burlingtonvt.gov/RFP>.

I. BACKGROUND

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

The Kiosk has been custom designed by the design-build firm RENZ+OEI, and the site plans have been designed by the civil engineering consultant Engineering Ventures. These designs and plan drawings are included in **Exhibits A and C** of this RFP. The Kiosk will be prefabricated off site and delivered for opening in June 2024.

II. SCOPE OF WORK

All site work must be completed in preparation for delivery of the Kiosk by **Tuesday, May 28, 2024**.

General site work includes, the coordination of constructing a concrete slab to support the Kiosk structure with four smaller support footers that will connect to the roof support posts. The Kiosk will be serviced by a new connection to domestic water available from the park's seasonal fountain system; a connection to existing sanitary sewers laterals in the park; and connections to existing electric and telecommunications systems. The scope includes the following:

1. Install silt fence along eastern work extents at the edge of the rain garden.
2. Provide inlet protection at catch basins in patio area as needed.
3. Remove pavers along existing joints and pour concrete slab for kiosk foundation and column footings; coordinate column footings with Kiosk design/build team.
4. Saw-cut sidewalk along existing joints and core through seatwall foundation to install water service line and associated valves and fixtures; ensure connection is made with curb stop and blow off so that the fountain can continue to be winterized.
5. Install sanitary sewer service line and associated fixtures, core new hole to connect at existing manhole.
6. Restore all disturbed site finishes to original condition.
7. Install conduit from existing line to proposed electric service box and pull new wires for kiosk power.
8. Complete water and sanitary connections to Kiosk and perform necessary tests for functioning. Work must be performed by a Licensed Plumber.
9. Complete electric connections to Kiosk and perform necessary test for functioning. Work must be performed by a Licensed Electrician.
10. Connect the downspout from the kiosk roof to a level spread east of the patio.

The scope of work includes two (2) Add Alternates:

1. New power pedestal and conduit for event power.
2. New conduit between the existing communications ground vault and the Kiosk to accommodate direct internet connection.

Please refer to the project plans for layout and additional details in **Exhibit A**. For more information about the civil site plans please contact Julia Ginorio, PE, at Engineering Ventures – juliaq@engineeringventures.com.

A copy of the as-built drawings from the 2018 City Hall Park Renovation project (as existing conditions) is included in **Exhibit D** of this RFP.

The Kiosk is scheduled to be delivered to the site on **May 29, 2024** on a flatbed vehicle with a hoist that can position the Kiosk in place on the foundation, followed by the two (2) sections of the roof. However, if the delivery vehicle cannot perform the necessary maneuvers in the park to achieve the necessary positions for unloading the Kiosk sections, then a crane system may be required. See **Exhibit C** with the Kiosk design plans. For more information about the design plans please contact Jean Oei at RENZ+OEI – jean@renzoei.com.

PERMITS:

The City is responsible for zoning permit and building permit for the Kiosk, as well as the State ANR Water / Wastewater Permit.

The selected site work contractor will be required to apply for and obtain all necessary permits to complete the site work and utility connections as presented on the project drawings.

Coordination with CEDO, Department of Permits & Inspections (DPI), Department of Public Works (DPW), Water Resources, Burlington Electric Department (BED), Burlington Telecom (BT), Burlington City Arts (BCA), and Burlington Parks, Recreation & Waterfront (BPRW) may be required during the pre-construction process and site work.

III. RESPONSE FORMAT

Contractors are encouraged to be concise. All proposals must include, but are not limited to, the following:

- A. Letter of Interest.
- B. Completed and signed Bid Form (**Exhibit B**).
- C. A brief description of the firm's history and experience with construction, excavation, and utility work in a registered national historic park. Please disclose and intentions to partner with another company and provide pertinent information on the sub-contractor(s).
- D. A work history of up to three (3) related projects showing for each:
 - Name, address and phone number for each client.
 - Brief project description.
 - Statement as to whether project was completed on time and within budget.

IV. CONTRACTOR SELECTION

A. Criteria: Proposals shall be evaluated based on the criteria listed below:

- 1. Priority assigned to the project and current workload of the firm with particular reference to the personnel and other resources being proposed. Firm's capacity to complete work in an efficient timeframe will be critical.
- 2. Total Project Cost.
- 3. Past performance record and relevant experience.
- 4. Quality of work, timeliness and experience; and financial responsibility of the firm. **

Each General Contractor shall respond to evaluation criteria items 1 through 4 (above) in a concise and easily identifiable manner. Information shall be utilized in the final selection decision.

*** The firm must agree to carry professional liability insurance including errors and omissions in an amount not less than \$1,000,000. (See additional insurance requirements in **Exhibit H and Exhibit G**.)*

B. Evaluation Criteria Scoring:

1. Priority and Current Workload of Firm	20
2. Total Project Cost	40
3. Past Performance	20
4. <u>Quality of Work and Financial Responsibility of Firm</u>	<u>20</u>
Total Available Points	100

Proposals will be reviewed and evaluated by city staff based on the information provided. Additional information may be requested prior to final selection.

- C. 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 in the City's best interests, including proposed contractor's schedule. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

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.

V. SUBMISSIONS

A. Deadline for Receipt of Proposals:

All proposals in response to this Request for Proposals (RFP) must be received by email to the point of contact no later than 5:00 p.m. on the above due date. The proposal shall be marked "**City Hall Park Kiosk Site Work and Utility Connections**". Late proposals will not be accepted under any circumstances. Electronic proposals are preferred as long as they are received by the point of contact by the required deadline. It is the responsibility of the entity submitting replies and proposals to ensure that the point of contact has received a completed proposal by the required deadline.

B. Answers to Questions and Revisions to Request for Proposal:

Any revisions, addendums and answers to questions received by the question deadline will be sent to consultants who directly received this proposal via email. In addition, revisions will be posted on the City's RFP web page – <http://burlingtonvt.gov/RFP/>. It is advised that consultants sign up for the GovDelivery notification so that they will be notified of any changes.

Point of Contact: Zachary Nersinger
Senior Projects & Policy Specialist for Community Works
Community & Economic Development Office (CEDO)
znersinger@burlingtonvt.gov
(802) 923-9218

VI. EXHIBITS

- Exhibit A: Bid Documents and Specifications by Engineering Ventures
- Exhibit B: Contractor Bid Form
- Exhibit C: Kiosk design drawings by RENZ+OEI
- Exhibit D: City Hall Park As-Built Drawing, 2021
- Exhibit E: Site Photos: Existing Conditions and 2020 Park Construction
- Exhibit F: Draft Contract Template for Construction Contracts
- Exhibit G: Burlington Standard Contract Conditions, Construction (Attachment C)
- Exhibit H: Insurance Indemnification (Attachment C-1)
- Exhibit I: Burlington Livable Wage Ordinance Certification
- Exhibit J: Burlington Outsourcing Ordinance Certification
- Exhibit K: Burlington Union Deterrence Ordinance Certification

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

VII. CONTRACTING

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

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

VIII. AGREEMENT REQUIREMENTS

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

IX. LIMITATIONS OF LIABILITY

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

X. COSTS ASSOCIATED WITH PROPOSAL

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

XI. INDEMNIFICATION

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

XII. REJECTION OF PROPOSALS

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

XIII. OWNERSHIP OF DOCUMENTS

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

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XV. PUBLIC RECORDS

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

Exhibit A:

Bid Documents and Specifications by Engineering Ventures

SITE/EARTHWORK SPECIFICATIONS

- PRIOR TO THE START OF WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE OWNER, CONTRACTOR, PROJECT ENGINEER AND CITY DPW TO REVIEW PROCEDURES AND IDENTIFY RESPONSIBILITIES. FOUR WEEKS NOTICE SHALL BE GIVEN TO THE TOWN PRIOR TO START OF CONSTRUCTION. UNLESS STATED OTHERWISE, ALL MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF VERMONT AGENCY OF TRANSPORTATION SPECIFICATIONS.
- CLEARING AND GRUBBING- SITE TO BE RESTORED TO PRE-CONSTRUCTION CONDITIONS, INCLUDING DRIVEWAYS, STONE WALLS, AND GRASS AREAS. ALL PAVING SUB-GRADE MATERIAL SHALL EXTEND ONE FOOT BEYOND THE EDGE OF PAVING.
- COMPACTION OF ALL MATERIALS SHALL BE PERFORMED USING VIBRATORY ROLLERS AND WATER IN LIFTS OF NO GREATER THAN TWELVE INCHES. COMPACTION SHALL BE PERFORMED UNTIL THE REQUIRED DENSITY IS ACHIEVED. DENSITY SHALL BE DETERMINED BY ASTM D2922 AND SHALL NOT BE LESS THAN THE REQUIRED AMOUNT AS DETERMINED IN ACCORDANCE WITH ASTM D1557.
- COMPACTION TESTING SHALL BE PERFORMED FOR EVERY LAYER OF MATERIAL PLACED AND FOR EVERY 2,500 SQUARE FEET OF AREA.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED IN ACCORDANCE WITH APPLICABLE STATE SPECIFICATIONS FOR EROSION PREVENTION AND SEDIMENT CONTROL.
- THE SEEDING OF 10% OR GREATER SLOPES SHALL REQUIRE THE USE OF EROSION CONTROL MATTING.
- THE COST OF INITIAL INSPECTION AND TESTING SHALL BE PAID BY THE OWNER. SUBSEQUENT TESTING DUE TO FAILURE SHALL BE PAID BY THE CONTRACTOR.
- ALL EARTHWORK MATERIALS SHALL BE OBTAINED FROM APPROVED SOURCES. THEY SHALL CONSIST OF SATISFACTORILY GRADED, FREE DRAINING MATERIAL, REASONABLY FREE FROM LOAM, SILT, CLAY AND ORGANIC MATERIAL. EARTHWORK MATERIALS SHALL MEET THE REQUIREMENTS OF THE FOLLOWING TABLES:

A. SAND BLANKET/BEDDING:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCHES	100
	1-1/2 INCHES	90 - 100
	1/2 INCH	70 - 100
	NO. 4	60 - 100
	NO. 100	0 - 20
	NO. 200	0 - 8

B. 3/4" CRUSHED STONE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	1 INCH	100
	3/4 INCHES	90 - 100
	3/8 INCH	20 - 55
	NO. 4	0 - 10
	NO. 8	0 - 5

C. 1-1/2" CRUSHED STONE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCH	100
	1-1/2 INCH	95 - 100
	3/4 INCH	35 - 70
	3/8 INCH	10 - 30
	NO. 4	0 - 5

D. COARSE CRUSHED GRAVEL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	4 INCHES	95 - 100
	NO. 4	25 - 50
	NO. 100	0 - 12
	NO. 200	0 - 6

E. FINE CRUSHED GRAVEL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCHES	100
	1-1/2 INCHES	90 - 100
	NO. 4	30 - 60
	NO. 100	0 - 12
	NO. 200	0 - 6

F. GRANULAR BACKFILL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	3 INCHES	100
	2 1/2 INCHES	90 - 100
	NO. 4	45 - 75
	NO. 100	0 - 12
	NO. 200	0 - 6

G. DRAINAGE AGGREGATE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	1 INCHES	100
	3/4 INCH	90 - 100
	3/8 INCH	20 - 55
	NO. 4	60 - 100
	NO. 100	0 - 10
	NO. 200	0 - 5

H. AGGREGATE FOR EROSION PREVENTION & SEDIMENT CONTROL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	4 INCHES	80 - 100
	3 INCHES	40 - 60
	2 INCHES	0 - 20

I. DENSE GRADED CRUSHED STONE FOR SUBBASE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	3 1/2 INCHES	100
	3 INCHES	90 - 100
	2 INCHES	75 - 100
	1 INCH	50 - 80
	1/2 INCHES	30 - 60
	NO. 4	15 - 40
	NO. 200	0 - 6

- J. TOPSOIL SHALL MEET THE FOLLOWING REQUIREMENTS UNLESS OTHERWISE SPECIFICALLY STATED IN THE CONTRACT DOCUMENTS:
- THE pH OF THE MATERIAL SHALL BE BETWEEN 5.5 AND 7.6.
 - THE ORGANIC CONTENT SHALL BE NOT LESS THAN 2% NOR MORE THAN 20%.
 - GRADATION:

SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
2 INCHES	100
1 INCH	85 - 100
1/4 INCH	65 - 100
NO. 200	20 - 80

THE CONTRACTOR MAY AMEND NATURAL TOPSOIL WITH APPROVED MATERIALS AND BY APPROVED METHODS TO MEET THE ABOVE SPECIFICATIONS.

GENERAL NOTES

- EXACT OBJECT LOCATIONS MAY DIFFER FROM THAT AS SHOWN, AND ADDITIONAL SUB-SURFACE AND SURFACE UTILITIES AND STRUCTURES MAY EXIST. THE CONTRACTOR IS TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK AND TO CALL DIG SAFE 72 HOURS PRIOR TO ANY DIGGING, DRILLING OR BLASTING.
- THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED APPROVAL FROM THE ENGINEER.
- THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.
- THE CONTRACTOR SHALL RESTORE LAWNS, DRIVEWAYS, CULVERTS, SIGNS AND OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED OR REMOVED TO EXISTING CONDITIONS OR BETTER AS DETERMINED BY THE ENGINEER. ANY DAMAGED TREES, SHRUBS AND/OR HEDGES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.
- THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING, AND INCURRING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, AND CERTIFICATES.
- THE CONTRACTOR WILL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPERVISION OF A VERMONT STATE LICENSED LAND SURVEYOR.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLAN SHEETS AND SPECIFICATIONS, AND COORDINATE WORK WITH ALL CONTRACTS FOR THE SITE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT EXPLORATORY TEST PITS AS MAY BE REQUIRED TO DETERMINE UNDERGROUND CONDITIONS.
- ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH THE LATEST OSHA REGULATIONS FOR CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF WORK.
- MAINTAIN FLOW FOR ALL EXISTING UTILITIES, UNLESS NOTED OTHERWISE.
- ALL SITE FILL SHALL MEET SELECTED FILL STANDARDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- CONTRACTOR TO GRADE ALL AREAS ON THE SITE TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND IMPERVIOUS SURFACES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL FIELD LAYOUT. THE CONTRACTOR SHALL PROVIDE MARKED-UP AS-BUILT PLANS FOR ALL UTILITIES SHOWING CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND HIS REPRESENTATIVES BEFORE UTILITIES WILL BE ACCEPTED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION, MONITORING, MAINTENANCE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES AND TAKING PRECAUTIONARY STEPS TO AVOID ANY SEDIMENT TRANSFER TO NEIGHBORING SITES OR WATERS OF THE STATE.

CIVIL LINETYPE LEGEND

PROPOSED FEATURES	EXISTING FEATURES
SANITARY SEWER	SANITARY SEWER
STORM LINE	STORM LINE
TELECOMM	TELECOMM
ELECTRIC LINE	ELECTRIC LINE
WATER LINE	WATER LINE

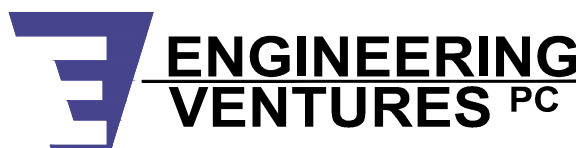
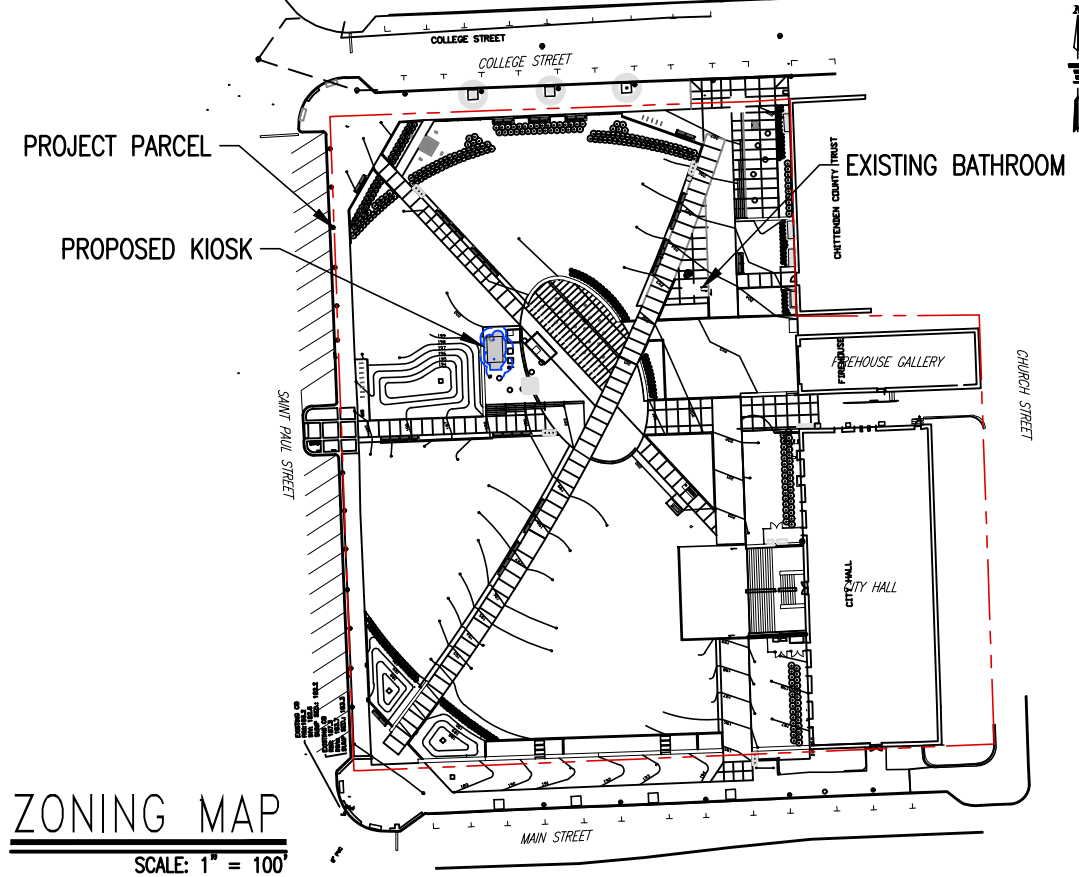
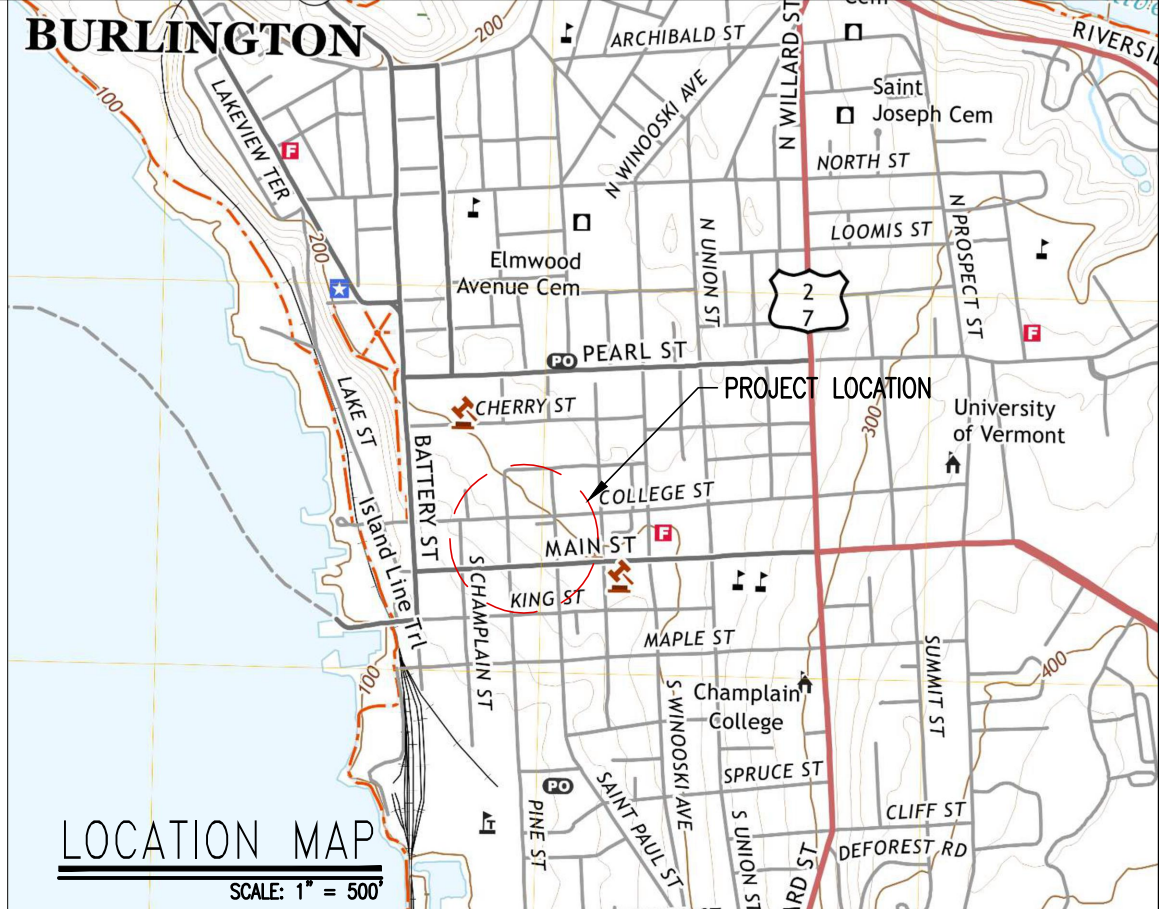
ZONING TABLE

CRITERIA	FORM DISTRICT, CIVIC SPACES (SEC. 14.3.6-E)	
	LIMITATION	EXISTING PROPOSED
SIZE	0.5 AC. MIN - 5 AC. MAX	2.4 2.4
LOT COVERAGE	60% MAX.	52 52
STRUCTURES	600 SF MAX. IN AGGREGATE*	60 240

* NOT INCLUDING THE EXISTING CITY HALL OR FIREHOUSE GALLERY BUILDINGS

WATER/WASTEWATER BASIS OF DESIGN

	USE	WATER FLOW	WASTEWATER FLOW
EXISTING PERMIT WW-4-5307	PICNIC AREA	450 GPD	400 GPD
PROPOSED KIOSK	TAKE-OUT FACILITY WITH NO ON-SITE SEATING	100 GPD	100 GPD
	TOTAL	550 GPD	500 GPD



208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • 802-863-6225
 85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • 603-442-9333
 414 Union Street, Schenectady, NY 12305 • 518-205-9141
 www.engineeringventures.com

City of Burlington
 CEDO
 149 Church St.
 Burlington, VT
 05401

Sheet Title:

COVER SHEET AND NOTES

Project Title:

CITY HALL PARK KIOSK

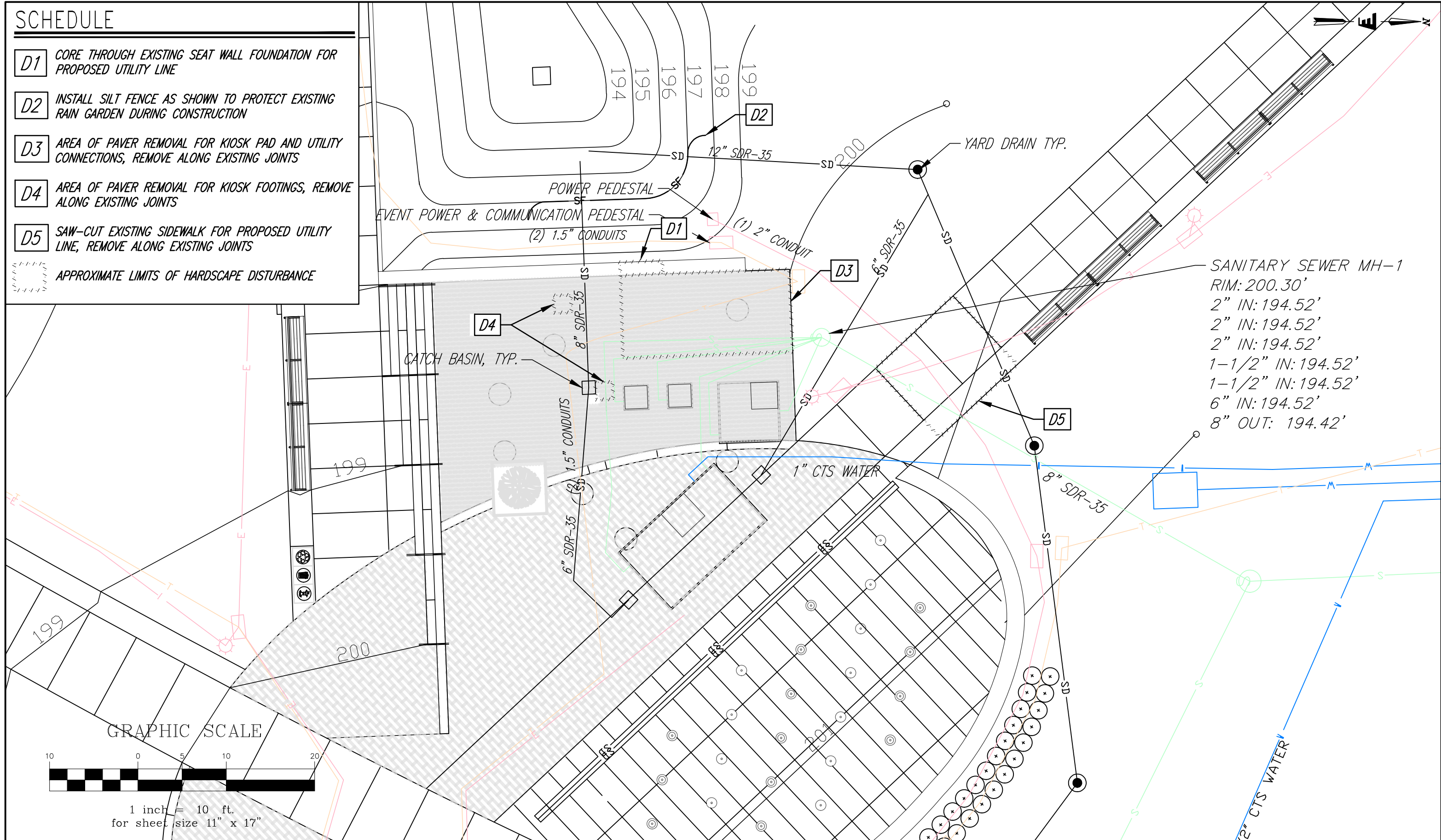
EV Project #	23461
Drawn By:	JG
Checked By:	KW
Scale:	AS SHOWN
Date:	2024/03/15

Figure:

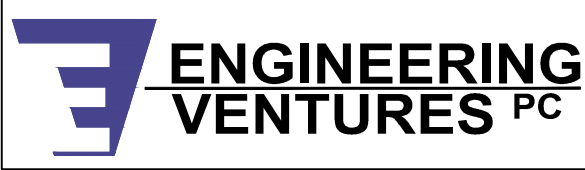
C0.0

SCHEDULE

- D1** CORE THROUGH EXISTING SEAT WALL FOUNDATION FOR PROPOSED UTILITY LINE
 - D2** INSTALL SILT FENCE AS SHOWN TO PROTECT EXISTING RAIN GARDEN DURING CONSTRUCTION
 - D3** AREA OF PAVER REMOVAL FOR KIOSK PAD AND UTILITY CONNECTIONS, REMOVE ALONG EXISTING JOINTS
 - D4** AREA OF PAVER REMOVAL FOR KIOSK FOOTINGS, REMOVE ALONG EXISTING JOINTS
 - D5** SAW-CUT EXISTING SIDEWALK FOR PROPOSED UTILITY LINE, REMOVE ALONG EXISTING JOINTS
- APPROXIMATE LIMITS OF HARDSCAPE DISTURBANCE



SANITARY SEWER MH-1
 RIM: 200.30'
 2" IN: 194.52'
 2" IN: 194.52'
 2" IN: 194.52'
 1-1/2" IN: 194.52'
 1-1/2" IN: 194.52'
 6" IN: 194.52'
 8" OUT: 194.42'



208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • 802-863-6225
 85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • 603-442-9333
 414 Union Street, Schenectady, NY 12305 • 518-205-9141
 www.engineeringventures.com

City of Burlington
 CEDO
 149 Church St.
 Burlington, VT
 05401

Sheet Title: **EXISTING CONDITIONS & DEMOLITION PLAN**
 Project Title: **CITY HALL PARK KIOSK**

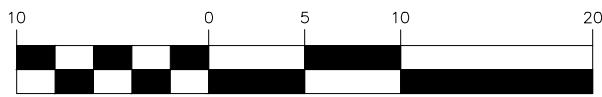
EV Project #	23461
Drawn By:	JG
Checked By:	KW
Scale:	1"=10'
Date:	2024/03/15

Figure: **C0.1**

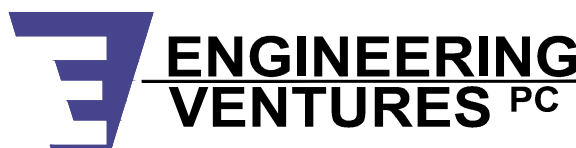
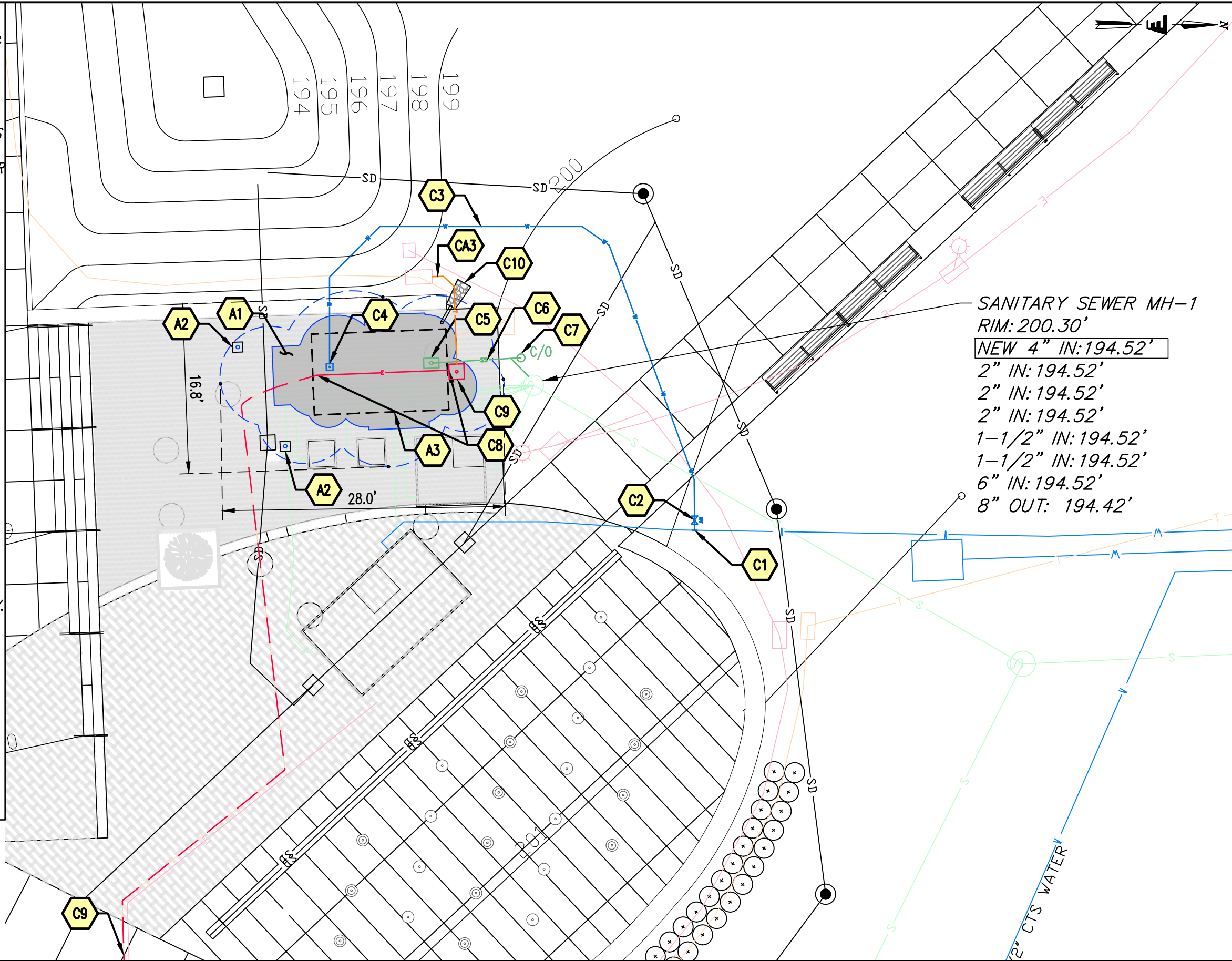
SCHEDULE

- A1** +/- 140 SF KIOSK, REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS
- A2** 24"X24" COLUMN FOOTING FOR CANOPY, TYP. OF (2), REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS
- A3** 5" THICK CONCRETE SLAB FOR KIOSK FOUNDATION, REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS
- C1** 1" X 1" X 3/4" CTS PEX T CONNECTION AT EX. WATER SERVICE LINE
- C2** 3/4" STOP AND WASTE VALVE
- C3** +/- 68 LF OF 3/4" CTS PEX PIPE WITH ASSOCIATED BENDS AND FITTINGS
- C4** VERTICAL WATER SERVICE AT CONNECTION BOX
- C5** 4" PVC VERTICAL SANITARY SEWER SERVICE CONNECTION BOX
- C6** +/- 15 LF OF 4" SCH. 40 PVC SANITARY SEWER SERVICE PIPE WITH ASSOCIATED BENDS AND FITTINGS
- C7** SANITARY SEWER CLEANOUT
- C8** +/- 10 LF OF 2" RIGID GALVANIZED CONDUIT FROM EX. LINE
- C9** 200 AMP, 208 VOLT, 3-PHASE ELECTRIC SERVICE, FEED (4) #3/0 COPPER AND (1) 2 AWG GROUND THROUGH EX. CONDUIT FROM CITY HALL (SITE ELECTRICIAN TO FURNISH AND INSTALL ALL REQUIRED CONDUIT AND FEEDERS AND PROVIDE FINAL CONNECTIONS)
- C10** CONNECT LEADER EXTENSION TO DOWNSPOUT AND PROVIDE LEVEL SPREADER AT OUTLET
- CA3** +/- 10 LF OF 2" SCH. 40 PVC CONDUIT WITH ASSOCIATED BENDS AND FITTINGS FROM EX. COMMUNICATIONS VAULT (BURLINGTON TELECOM TO INSTALL AND TERMINATE LINE WHEN KIOSK IS INSTALLED)

GRAPHIC SCALE



1 inch = 10 ft.
for sheet size 11" x 17"



208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • 802-863-6225
 85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • 603-442-9333
 414 Union Street, Schenectady, NY 12305 • 518-205-9141
 www.engineeringventures.com

City of Burlington
 CEDO
 149 Church St.
 Burlington, VT
 05401

Sheet Title:

SITE PLAN

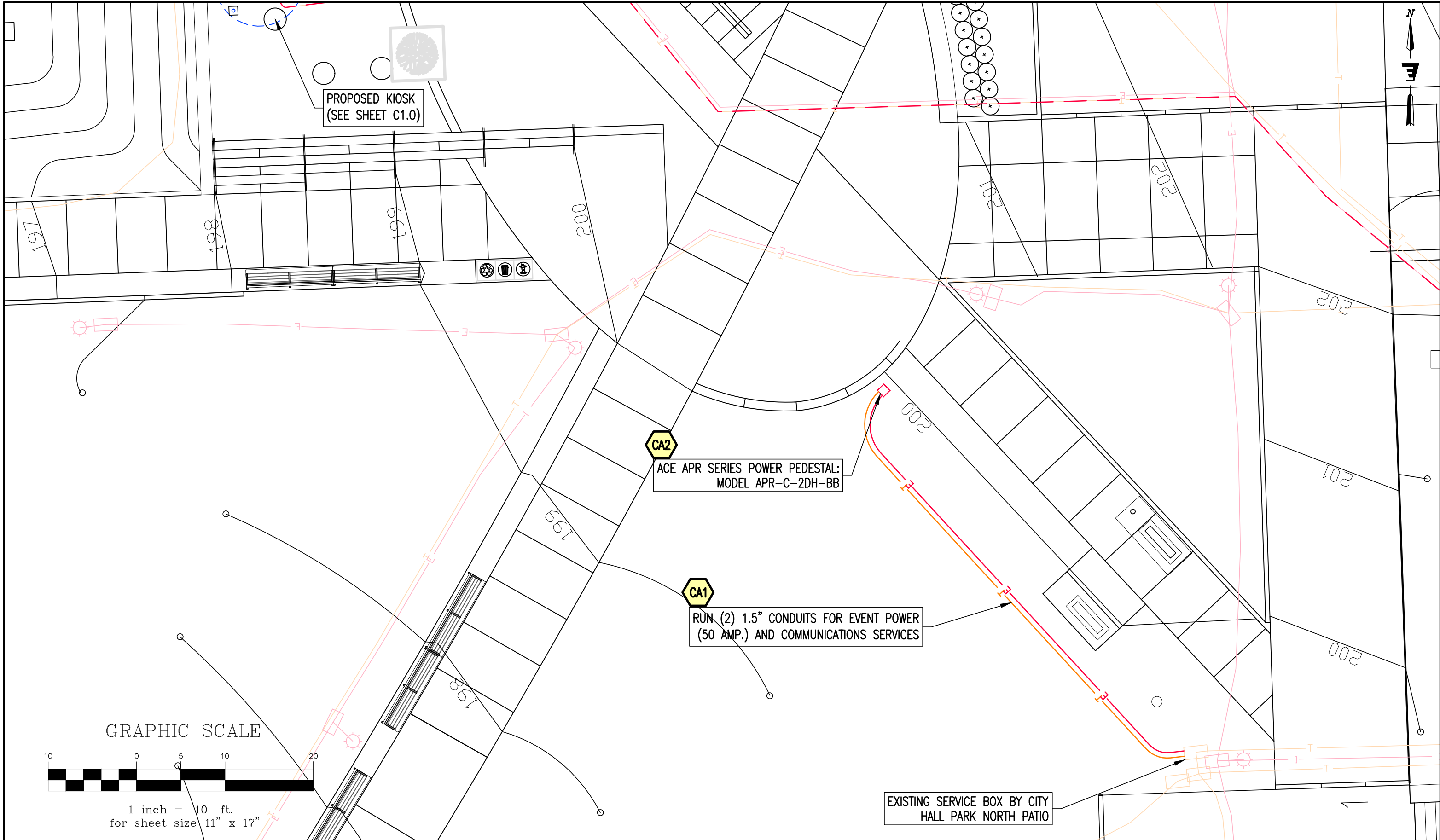
Project Title:

CITY HALL PARK KIOSK

EV Project #	23461
Drawn By:	JG
Checked By:	KW
Scale:	1"=10'
Date:	2024/03/15

Figure:

C1.0



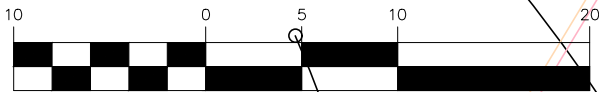
PROPOSED KIOSK
(SEE SHEET C1.0)

CA2
ACE APR SERIES POWER PEDESTAL:
MODEL APR-C-2DH-BB

CA1
RUN (2) 1.5" CONDUITS FOR EVENT POWER
(50 AMP.) AND COMMUNICATIONS SERVICES

EXISTING SERVICE BOX BY CITY
HALL PARK NORTH PATIO

GRAPHIC SCALE



1 inch = 10 ft.
for sheet size 11" x 17"



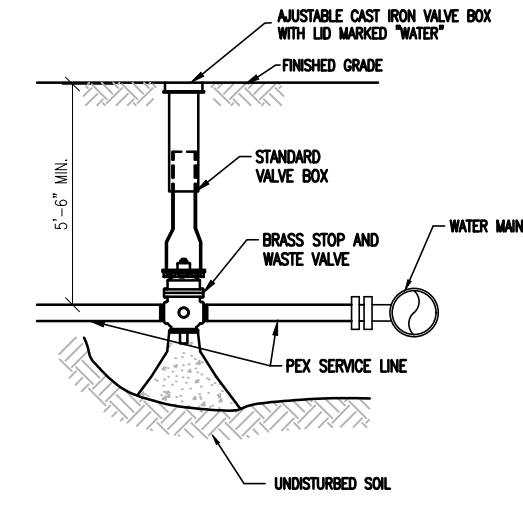
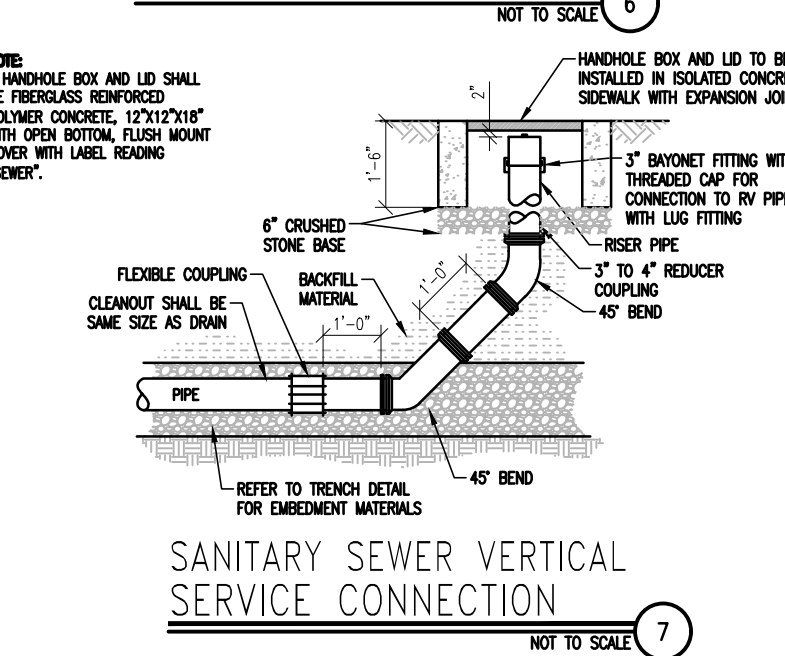
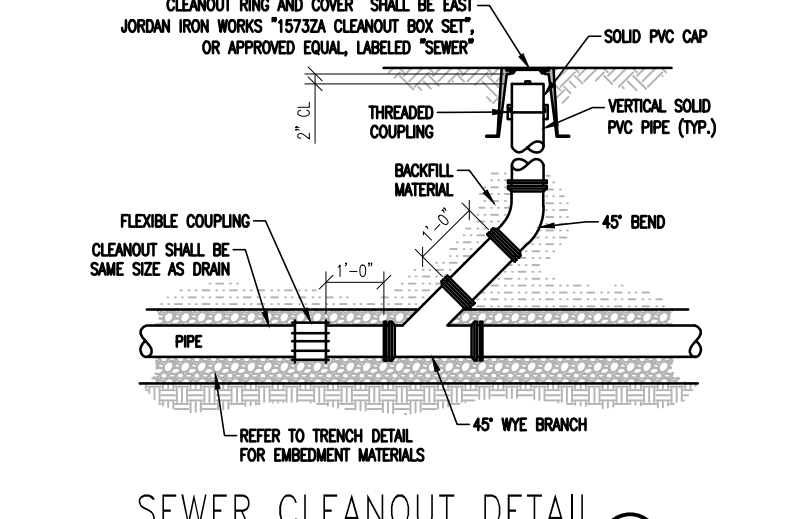
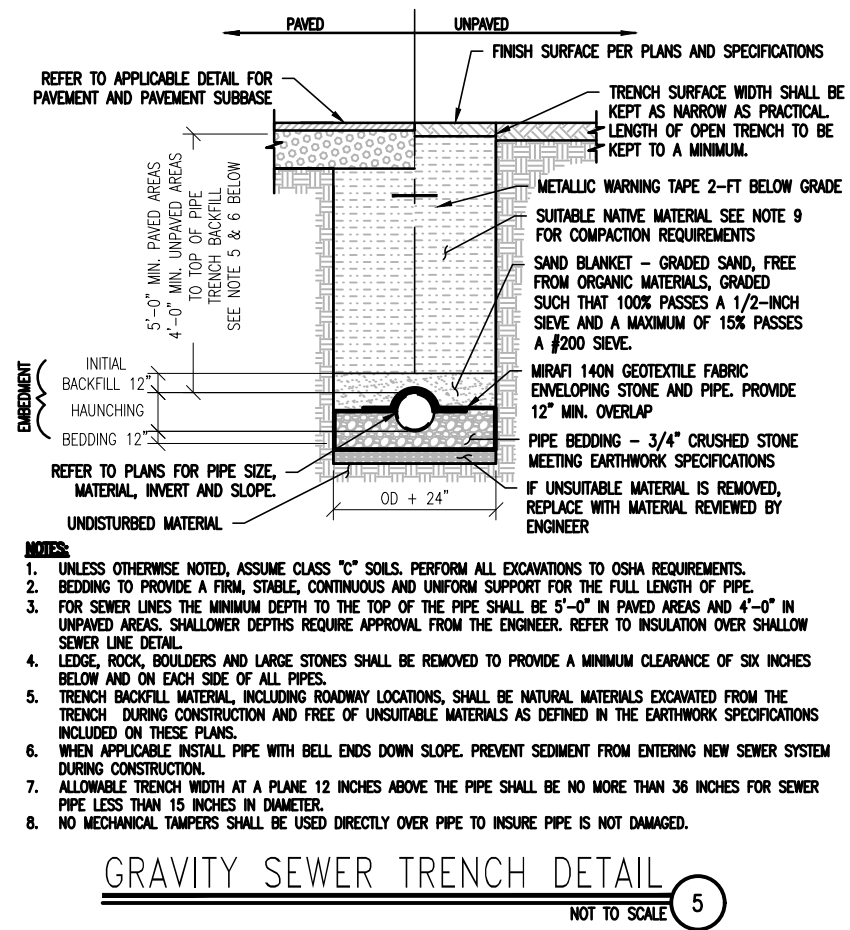
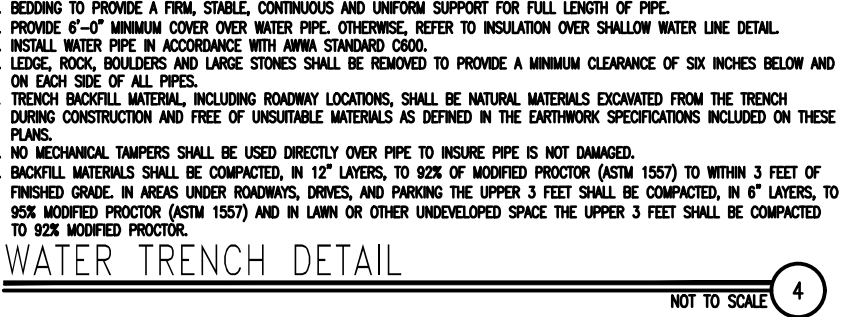
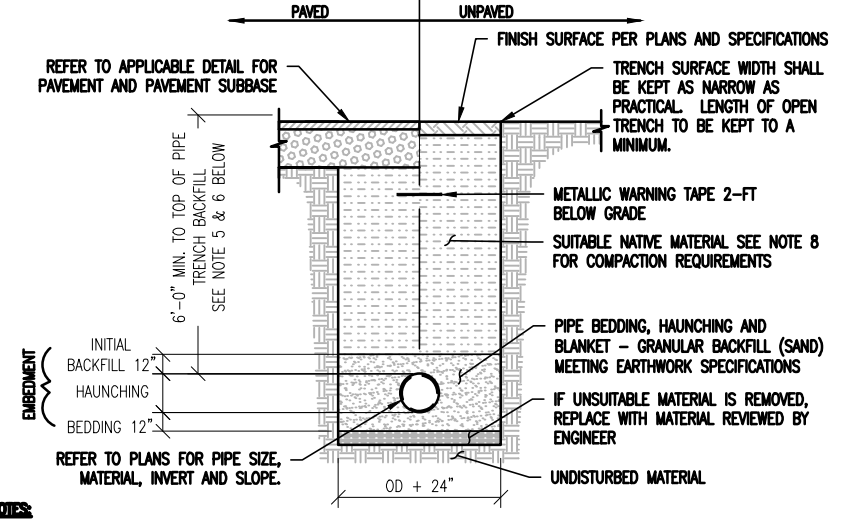
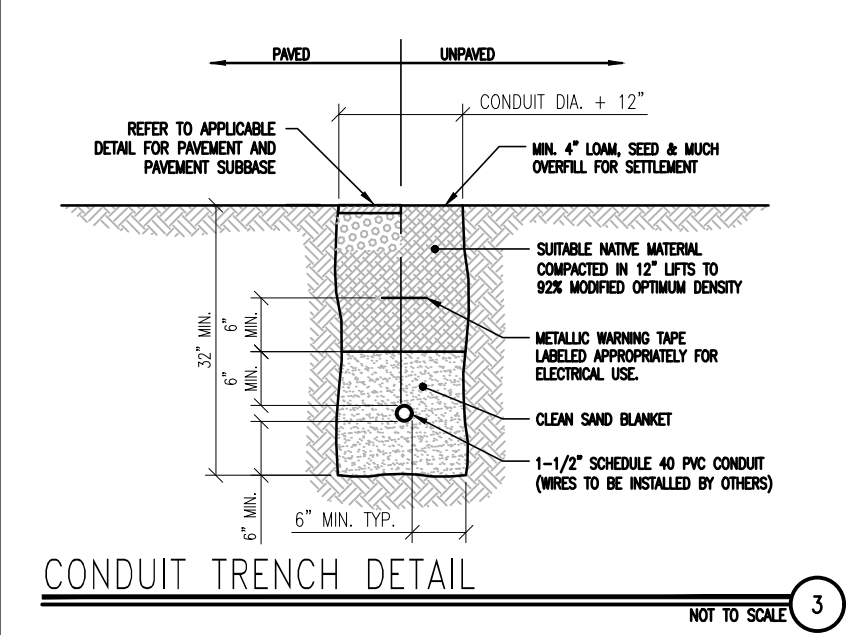
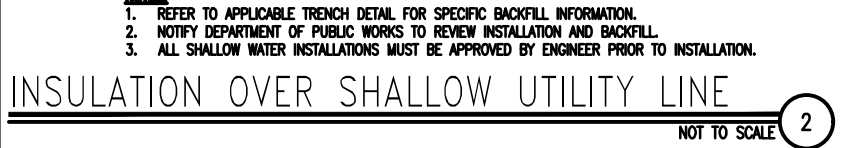
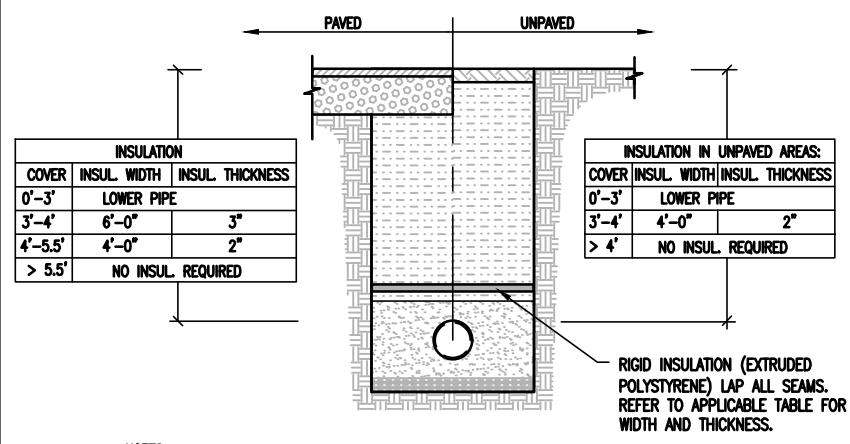
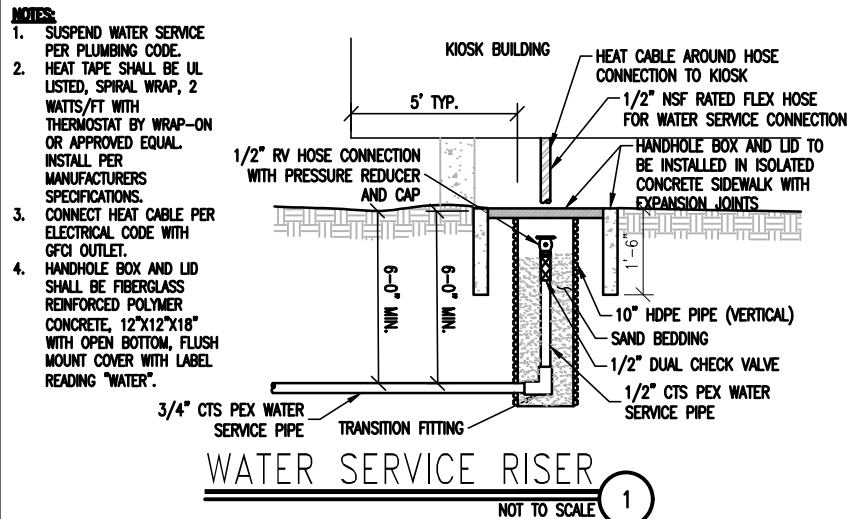
208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • 802-863-6225
 85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • 603-442-9333
 414 Union Street, Schenectady, NY 12305 • 518-205-9141
 www.engineeringventures.com

City of Burlington
 CEDO
 149 Church St.
 Burlington, VT
 05401

Sheet Title: SITE PLAN, ADD ALTERNATES
 Project Title: CITY HALL PARK KIOSK

EV Project #	23461
Drawn By:	JG
Checked By:	KW
Scale:	1"=10'
Date:	2024/03/15

Figure:
C1.1



ENGINEERING VENTURES PC
 208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • 802-863-6225
 85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • 603-442-9333
 414 Union Street, Schenectady, NY 12305 • 518-205-9141
 www.engineeringventures.com

City of Burlington
 CEDO
 149 Church St.
 Burlington, VT
 05401

Sheet Title: **SITE DETAILS**
 Project Title: **CITY HALL PARK KIOSK**

EV Project #	23461	Figure: C2.0
Drawn By:	JG	
Checked By:	KW	
Scale:	NTS	
Date:	2024/03/15	

Exhibit B:

Contractor Bid Form



BID FORM

PROJECT: CITY HALL PARK KIOSK SITE WORK (CITY OF BURLINGTON, VT)

Contractor: _____ Address: _____
Contact: _____ City/State/ZIP: _____
Email: _____ Telephone: _____
Estimated Start Date: _____ Estimated End Date: _____

Contract Documents: In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the *City Hall Park Kiosk project* in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

Independence of the Bid: By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Project Time: BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the date of Substantial Completion as set forth in the Contract Documents.

Bid Duration: This Bid shall be good for 60 days from time of opening.

BASE BID

The Bidder acknowledges the inclusion of the following items with this bid:

- **Exhibit A: Contractor’s Scope of Work: Plans and Specification**
- **Exhibit B: Draft Contract**
- **Exhibit C: Burlington Standard Contract Conditions**
- **Exhibit D: Burlington Livable Wage Ordinance Certification**
- **Exhibit E: Burlington Union Deterrence Ordinance Certification**
- **Exhibit F: Kiosk Construction Documents**

NOTE: This project is TAX EXEMPT. Prices quoted shall not include sales tax.

Base Bid:

ITEM	UNIT	SUBTOTAL
Kiosk Site Work	Lump Sum	

Add Alternates:

ITEM	UNIT	SUBTOTAL
Power Pedestal & Conduit for Event Power (C1.1)	Lump Sum	
2 Inch Conduit for Data/Internet from Existing Communications Ground Vault (C1.0)	Lump Sum	

Contractor Name: _____

Signature: _____

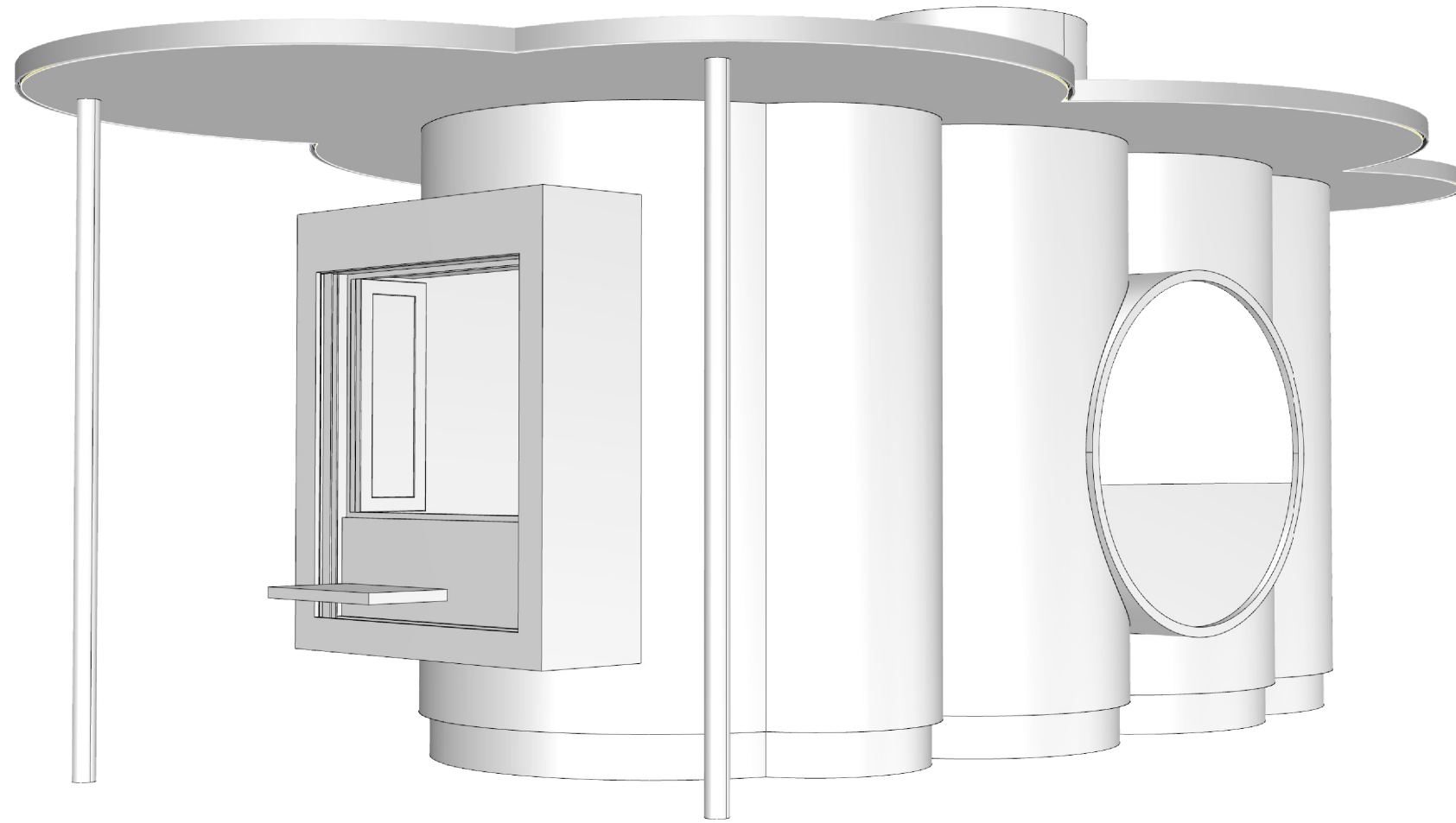
Date: _____

Exhibit C:

Kiosk Design Drawings by RENZ+OEI

CONSTRUCTION DOCUMENTS-REV1

MARCH 28, 2024



ARCHITECTURAL
KITCHEN EQUIPMENT
STRUCTURAL
MECHANICAL/ PLUMBING
ELECTRICAL

BURLINGTON, VT
CITY HALL PARK KIOSK

DESIGN-BUILD

RENZ  **E** | x WADE AND LETA
STUDIO SEO

ADDRESS

50 MEADOW ST. BROOKLYN NY 11206

HARRIS STRUCTURAL ENGINEERING

PROJECT NUMBER

2308CHP

CLIENT

BURLINGTON CEDO

PROJECT NAME

CITY HALL PARK KIOSK

PROJECT ADDRESS

CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE

COVER SHEET

DATE

3/28/2024

SCALE

NA

DRAWING NO.

G-000.0

DWG NO	DWG NAME	SCALE	LATEST UPDATE	CONCEPT DESIGN 1/16/2024	SCHEMATIC DESIGN 2/7/2024	CONSTRUCTION DOCUMENTS 3/6/2024	REVISION 1 3/28/2024
G	GENERAL NOTES						
G-000.0	COVER SHEET	NA	3/6/2024	•	•	•	•
G-001.0	DRAWING INDEX	NA	3/6/2024		•	•	•
A	ARCHITECTURAL						
A-020.0	CONTEXT - PARK PLAN	1/32"=1'-0"	3/6/2024		•	•	•
A-021.0	SITE PLAN W/ UTILITIES	1/4"=1'-0"	3/6/2024	•	•	•	•
A-022.0	PROPOSED KIOSK PAD	1"=1'-0"	3/6/2024		•	•	•
A-030.0	GEOMETRY	1/2"=1'-0"	3/6/2024	•		•	•
A-031.0	ISOMETRIC SHOWING KIOSK OPEN AND CLOSED		1/16/2024	•			
A-032.0	SIGNAGE		1/16/2024	•			
A-033.0	ISOMETRIC SHOWING FLEX LED LIGHTING		1/16/2024	•			
A-040.0	AXONOMETRIC VIEW - KIOSK	NTS	3/6/2024			•	•
A-041.0	AXONOMETRIC VIEW - KIOSK FRAMING AND CANOPY	NTS	3/6/2024			•	•
A-100.0	FLOOR PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024	•	•	•	•
A-101.0	FLOOR PLAN - ROOF	1/2"=1'-0"	3/6/2024	•	•	•	•
A-102.0	FLOOR PLAN - CANOPY	1/2"=1'-0"	3/6/2024		•	•	•
A-110.0	REFLECTED CEILING PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
A-200.0	ELEVATION - SOUTH (OPEN)	1/2"=1'-0"	3/6/2024	•	•	•	•
A-200.1	ELEVATION - SOUTH (CLOSED)	1/2"=1'-0"	3/6/2024			•	•
A-201.0	ELEVATION - EAST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-202.0	ELEVATION - NORTH	1/2"=1'-0"	3/6/2024	•	•	•	•
A-203.0	ELEVATION - WEST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-300.0	SECTION - LONGITUDINAL LOOKING WEST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-301.0	SECTION - LONGITUDINAL LOOKING EAST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-302.0	SECTION - CROSS LOOKING NORTH	1/2"=1'-0"	3/6/2024	•	•	•	•
A-303.0	SECTION - CROSS LOOKING SOUTH	1/2"=1'-0"	3/6/2024	•	•	•	•
A-400.0	PLAN DETAILS	AS NOTED	3/6/2024		•	•	•
A-500.0	SECTION DETAILS	AS NOTED	3/6/2024		•	•	•
A-501.0	SECTION DETAILS	AS NOTED	3/6/2024			•	•
K	KITCHEN EQUIPMENT						
K-101.0	EQUIPMENT - PLAN	1/2"=1'-0"	3/6/2024		•	•	•
K-102.0	SECTION - LONGITUDINAL LOOKING WEST	1/2"=1'-0"	3/6/2024		•	•	•
K-103.0	SECTION - LONGITUDINAL LOOKING EAST	1/2"=1'-0"	3/6/2024		•	•	•
K-104.0	SECTION - CROSS LOOKING NORTH	1/2"=1'-0"	3/6/2024		•	•	•
K-105.0	SECTION - CROSS LOOKING SOUTH	1/2"=1'-0"	3/6/2024		•	•	•

DWG NO	DWG NAME	SCALE	LATEST UPDATE	CONCEPT DESIGN 1/16/2024	SCHEMATIC DESIGN 2/7/2024	CONSTRUCTION DOCUMENTS 3/6/2024	REVISION 1 3/28/2024
S	STRUCTURAL						
S-001.0	GENERAL NOTES	NA	3/6/2024			•	•
S-002.0	GENERAL NOTES	NA	3/6/2024			•	•
S-003.0	GENERAL NOTES	NA	3/6/2024			•	•
S-040.0	AXONOMETRIC VIEW - KIOSK	NTS	3/6/2024			•	•
S-041.0	AXONOMETRIC VIEW - KIOSK FRAMING AND CANOPY	NTS	3/6/2024			•	•
S-100.0	FRAMING PLAN - BASE	1/2"=1'-0"	3/6/2024		•	•	•
S-101.0	FRAMING PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
S-102.0	FRAMING PLAN - ROOF	1/2"=1'-0"	3/6/2024		•	•	•
S-103.0	FRAMING PLAN - CANOPY	1/2"=1'-0"	3/6/2024		•	•	•
S-400.0	FRAMING PLAN - DETAILS	AS NOTED	3/6/2024			•	•
S-401.0	FRAMING PLAN - DETAILS	AS NOTED	3/6/2024			•	•
M	MECHANICAL/ PLUMBING						
M-100.0	MECHANICAL/ PLUMBING PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
M-101.0	MECHANICAL/ PLUMBING PLAN - RISER DIAGRAMS	NA	3/6/2024			•	•
E	ELECTRICAL						
E-100.0	ELECTRICAL PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
E-101.0	ELECTRICAL PLAN - SCHEDULE	NA	3/6/2024			•	•

DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

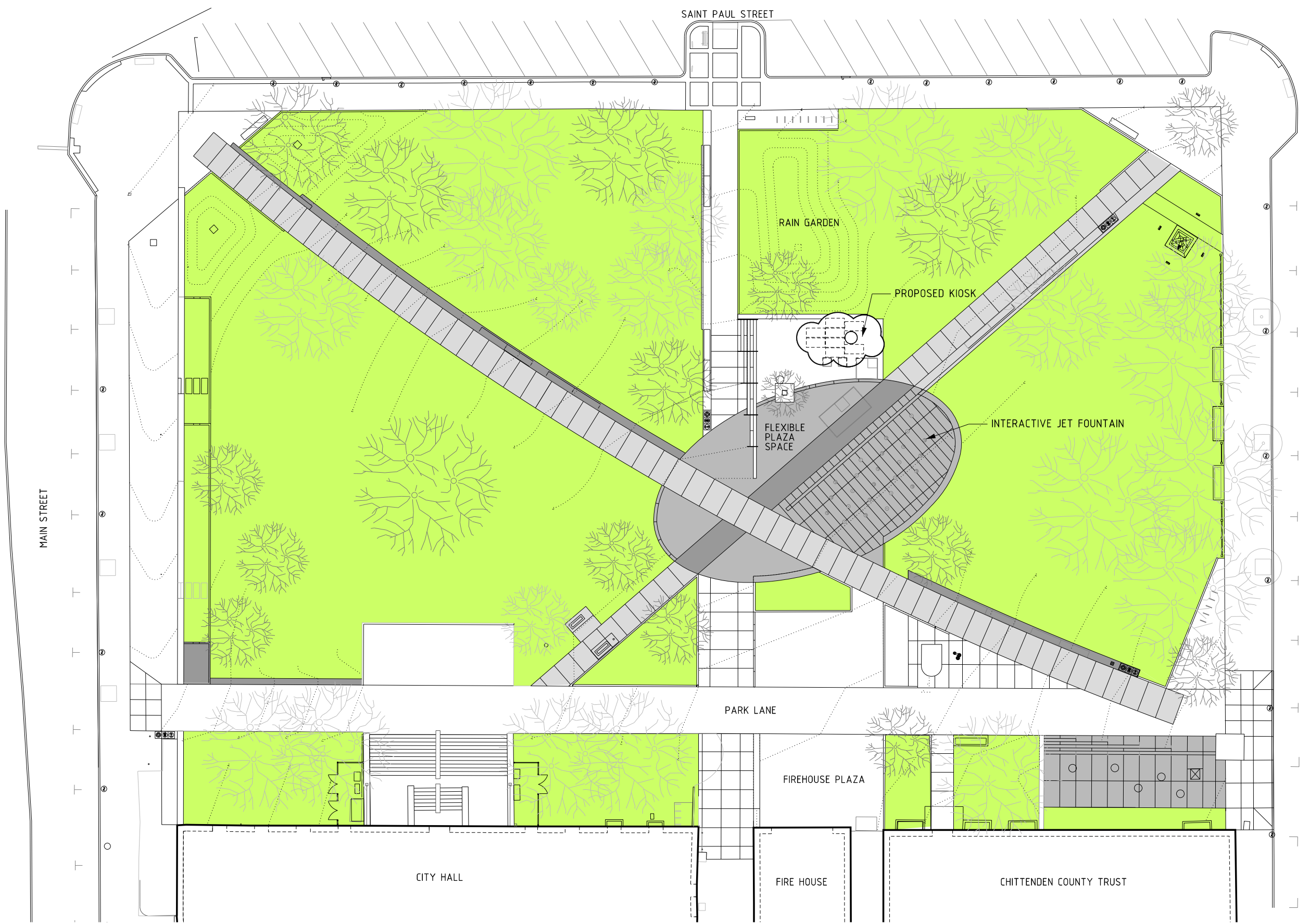
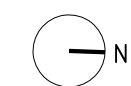
DRAWING TITLE
DRAWING INDEX

DATE
3/28/2024

SCALE
NA

DRAWING NO.

G-001.0



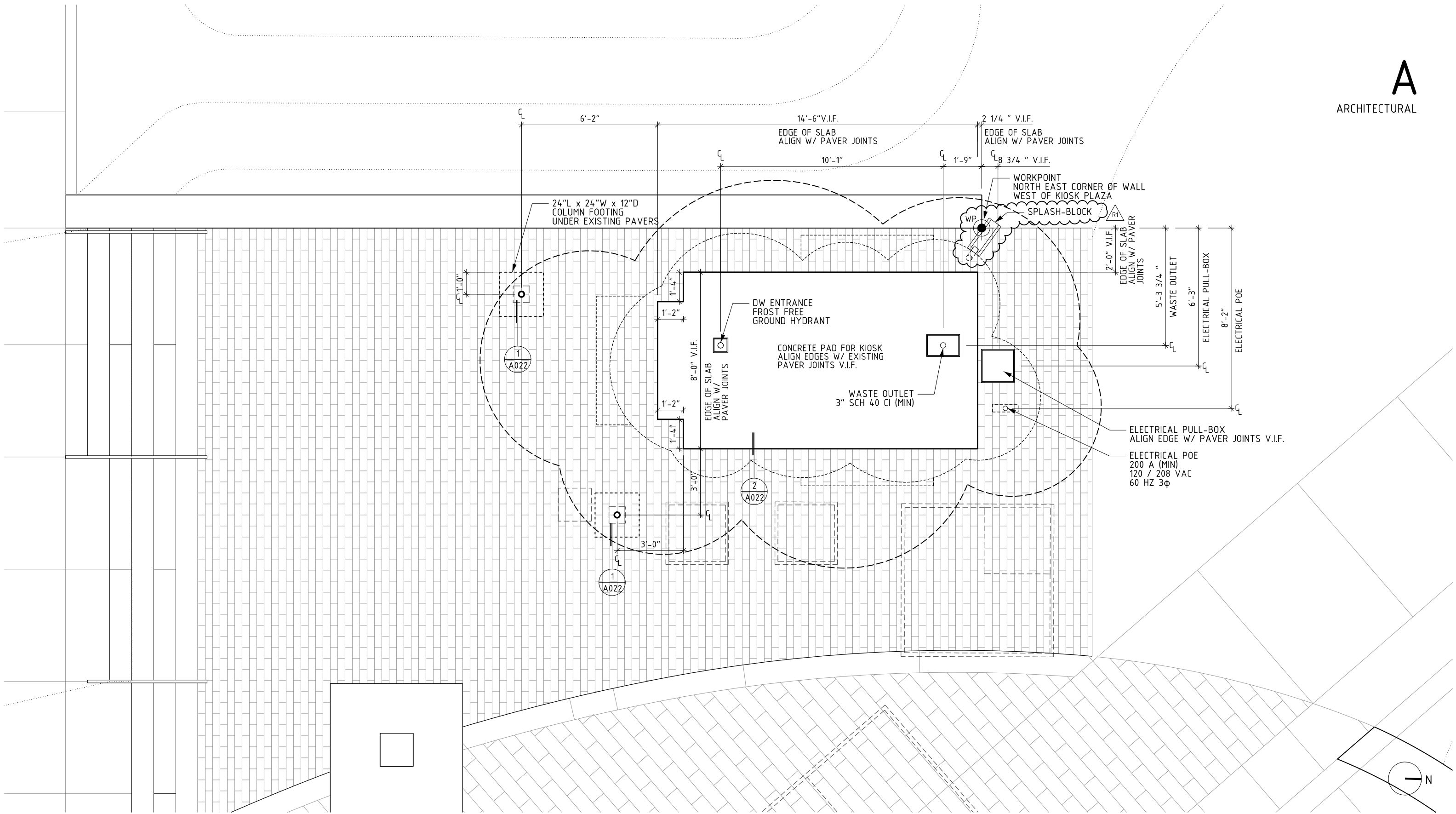
DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

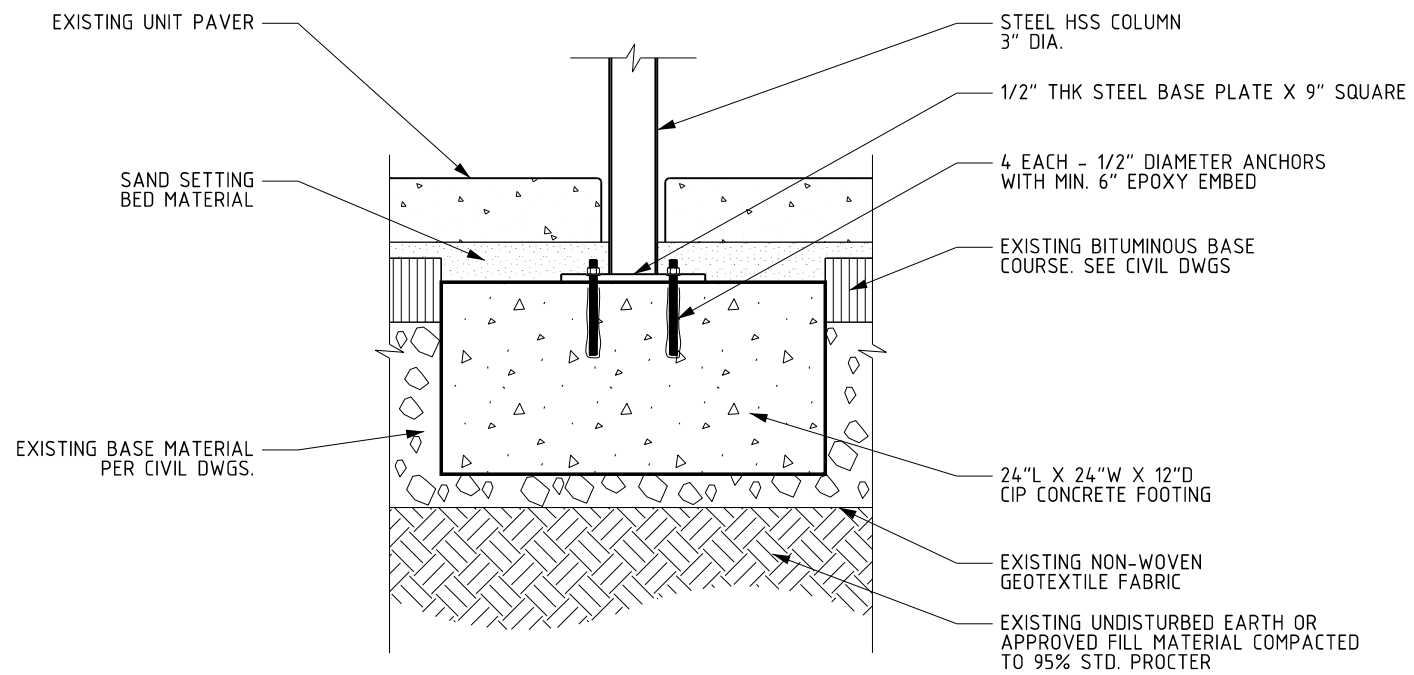
PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

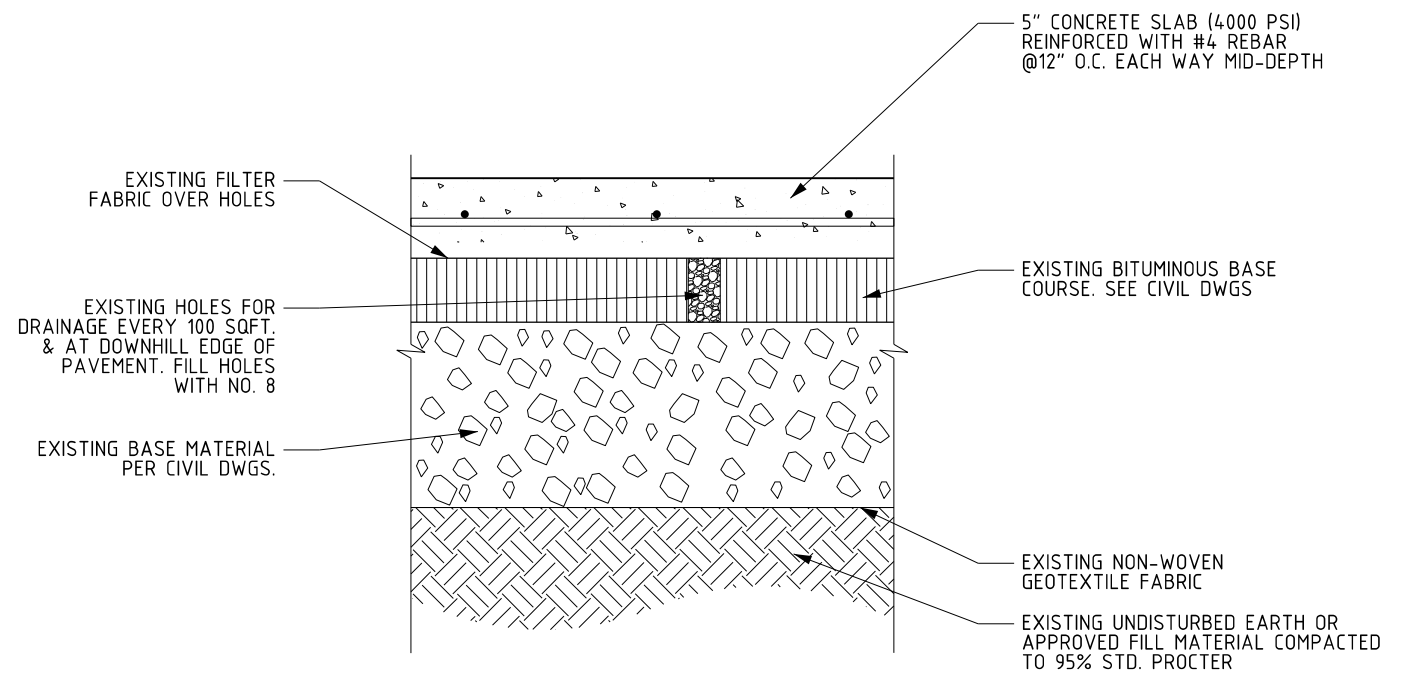
DRAWING TITLE
CONTEXT - PARK PLAN
 DATE
 3/6/2024
 SCALE
 1/32" = 1'-0"

DRAWING NO.
A-020.0



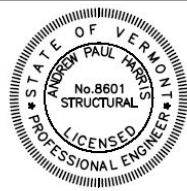


1 KIOSK COLUMN FOOTING



2 KIOSK PAD

THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER #601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.



 SIGNATURE: *APA* DATE: 03.06.2024

[GENERAL NOTE]
 1. REFER TO: WAGNER HODGSON BID SET DRAWING L-500 DUBOIS KING CIVIL DWGS C501
 2. REINSTALL PAVERS AFTER KIOSK INSTALLATION IS COMPLETE

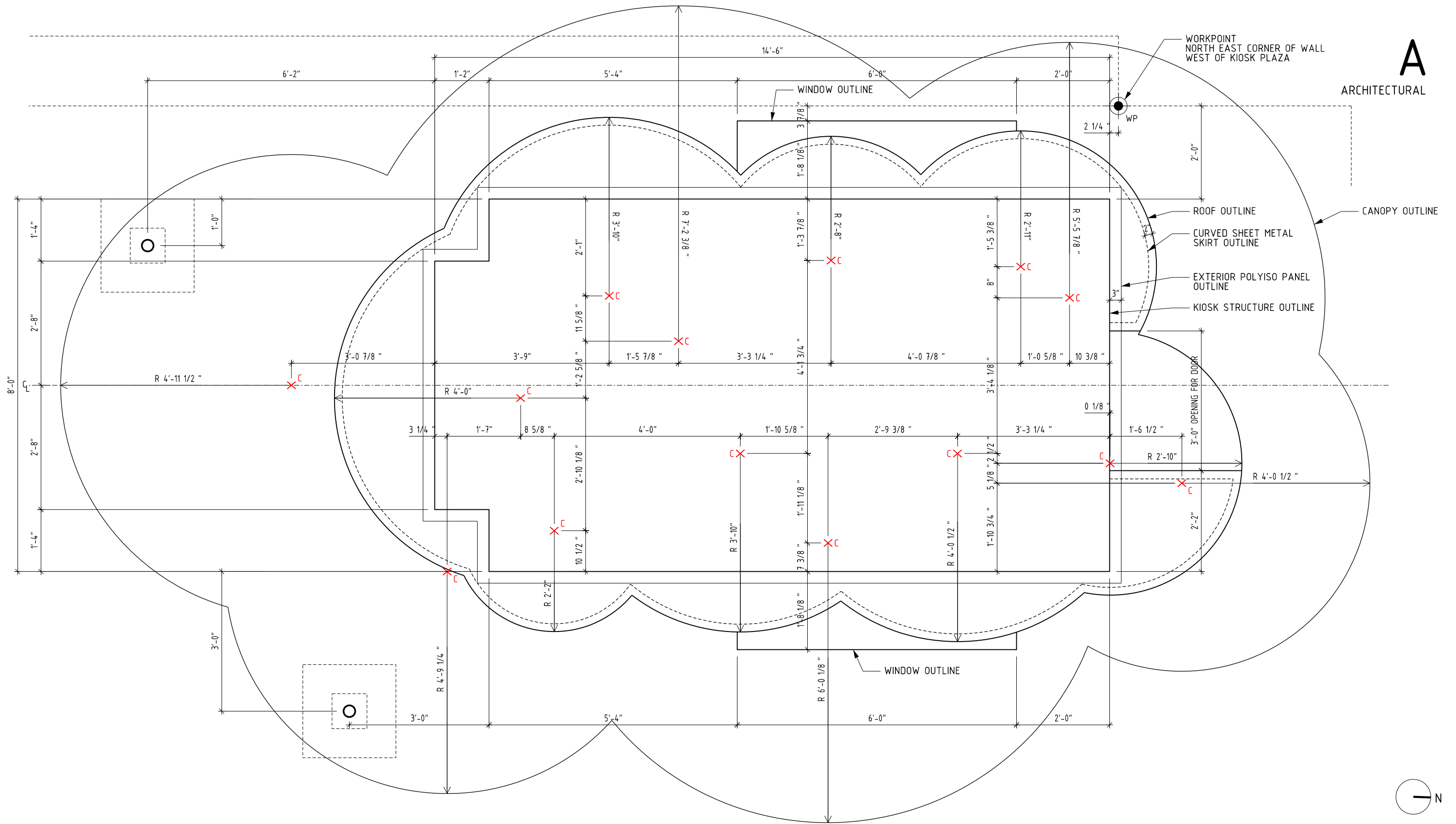
DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
 KIOSK FOOTING AND PAD DETAIL
 DATE
 3/6/2024
 SCALE
 1" = 1'-0"

DRAWING NO.
A-022.0



A

ARCHITECTURAL



DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

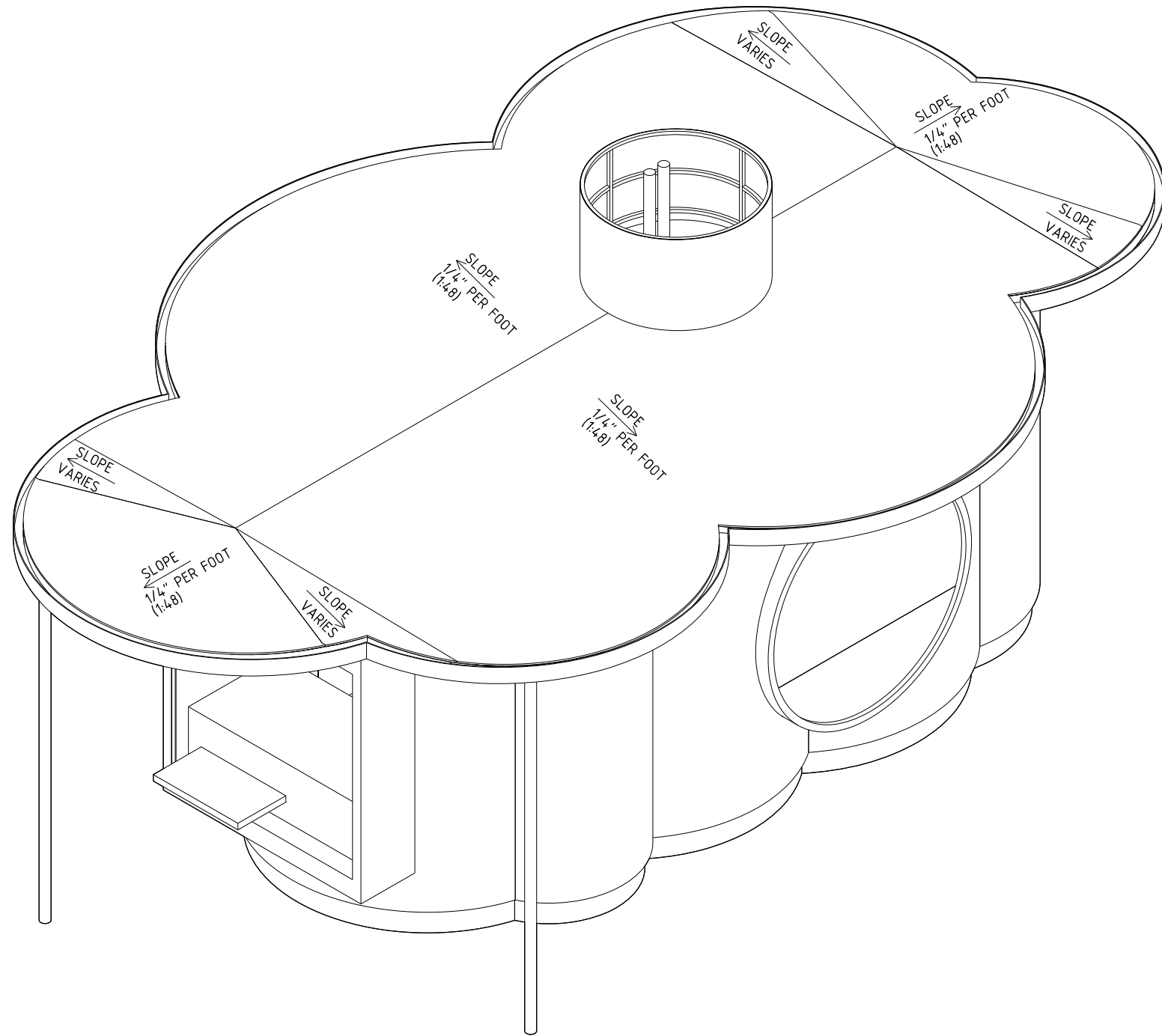
PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

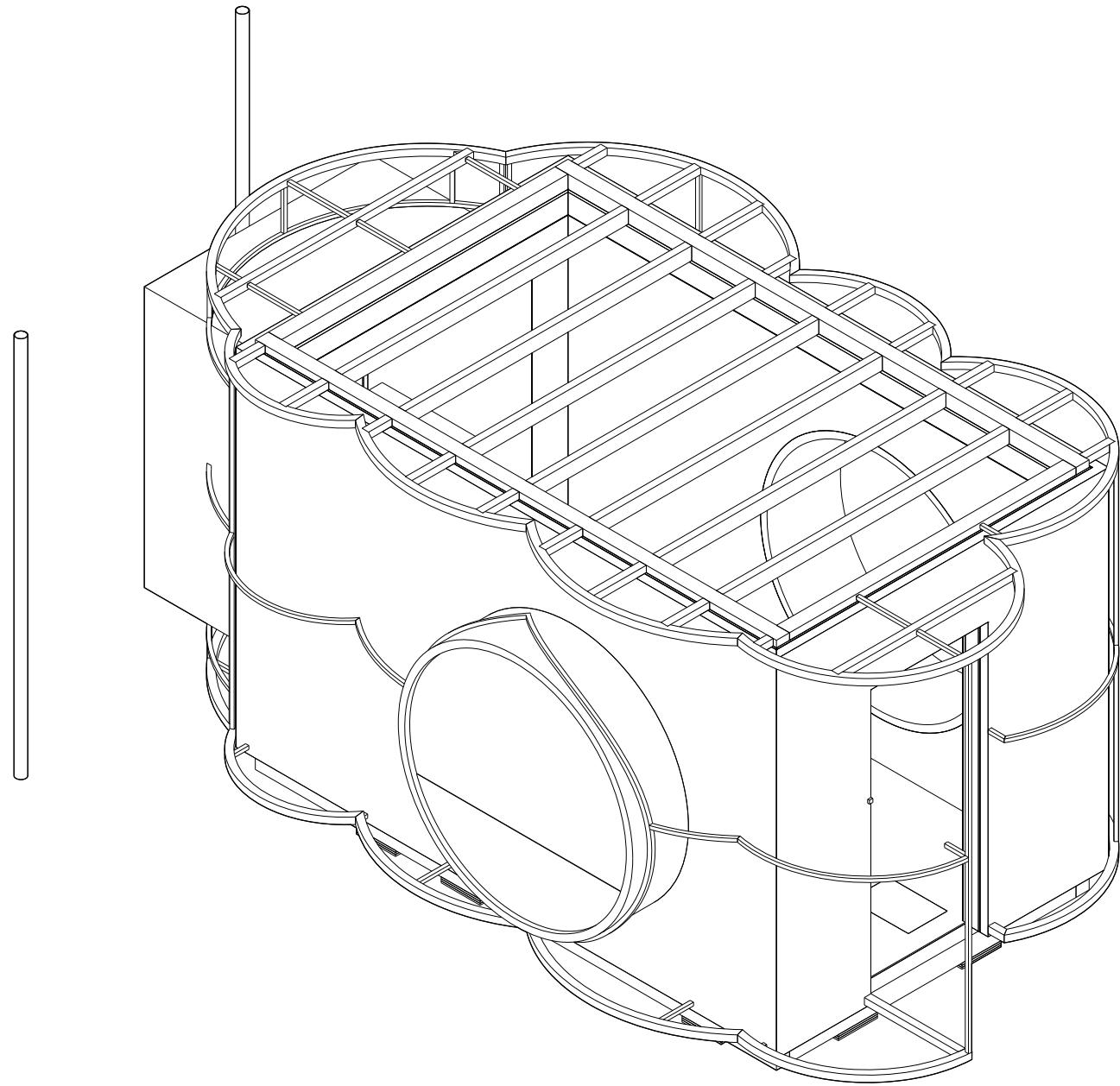
DRAWING TITLE
GEOMETRY
 DATE
 3/6/2024

SCALE
 1/2" = 1'-0"

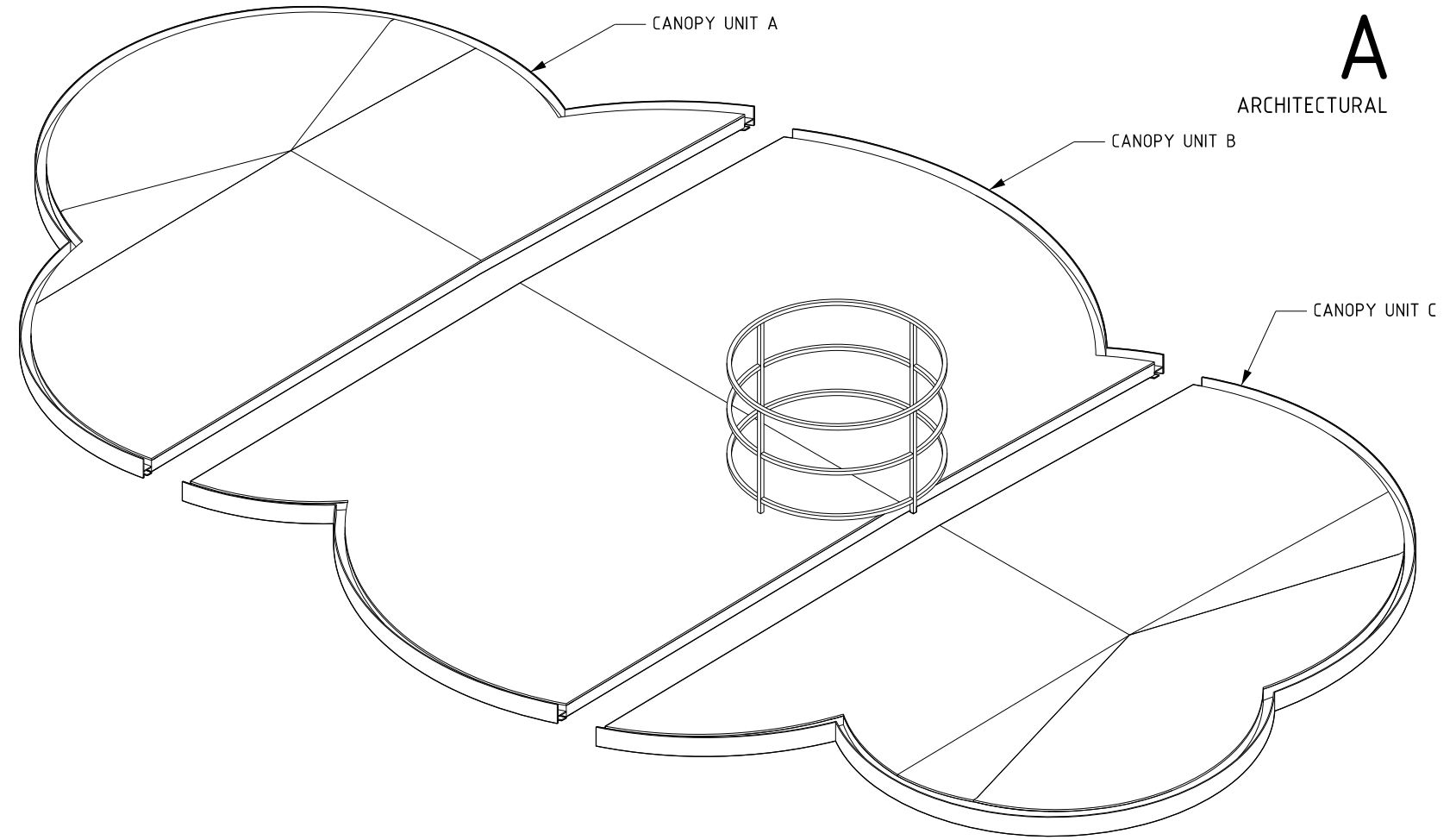
DRAWING NO.
A-030.0



LOOKING FROM SOUTH/EAST CORNER
1 KIOSK
SCALE: NTS

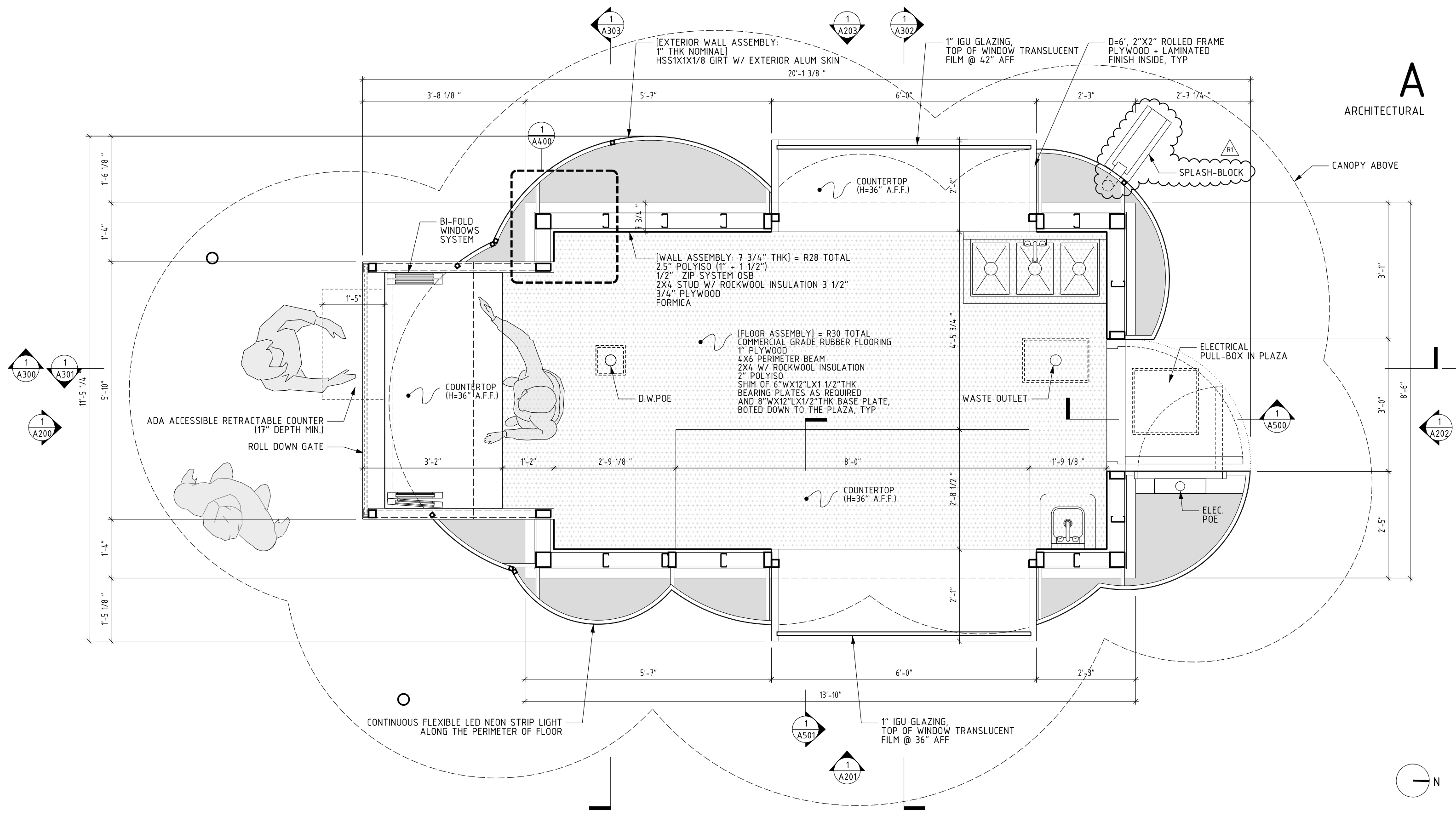


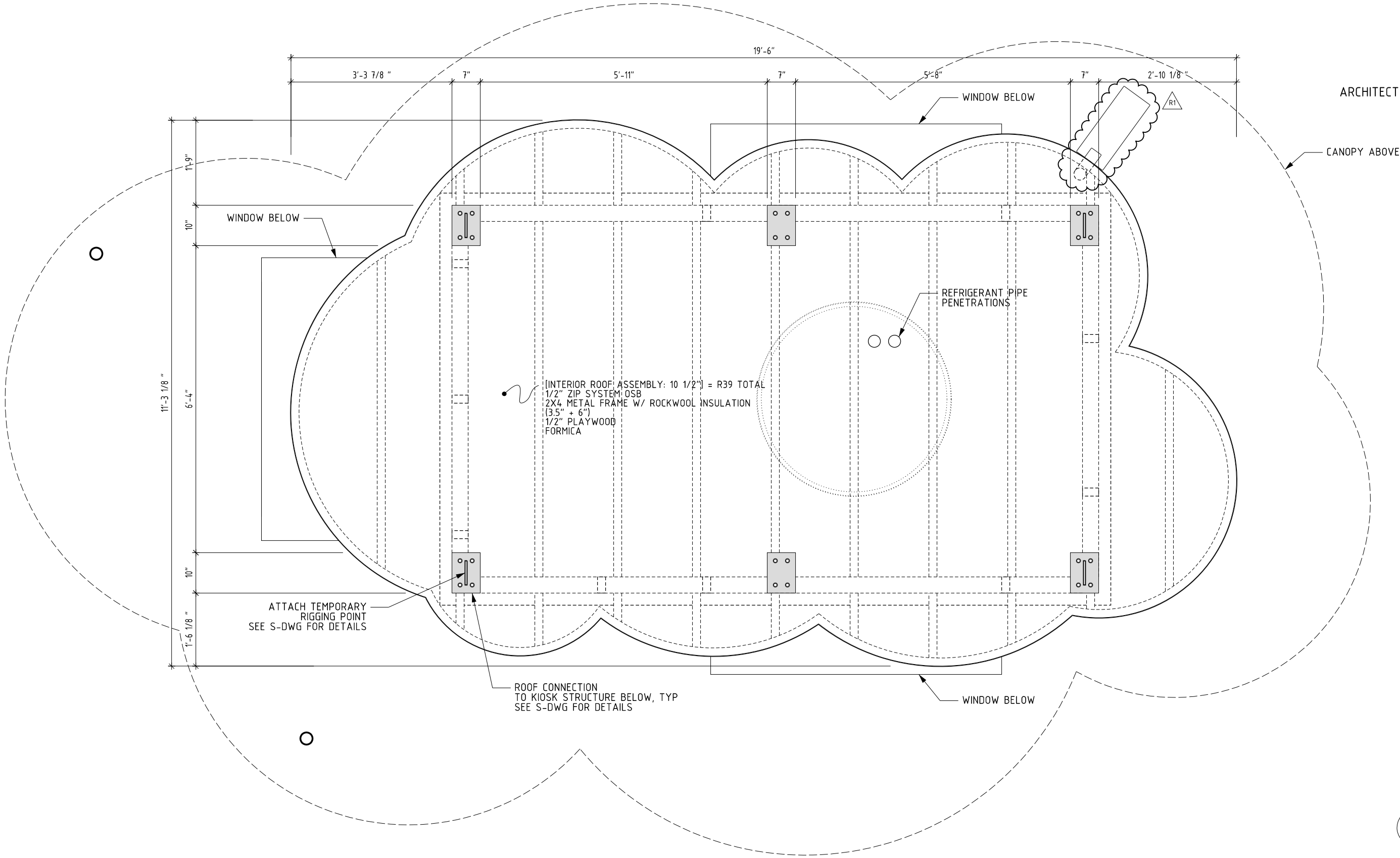
2 LOOKING FROM NORTH/EAST CORNER
KIOSK FRAMING WITHOUT SKIN
 SCALE: NTS

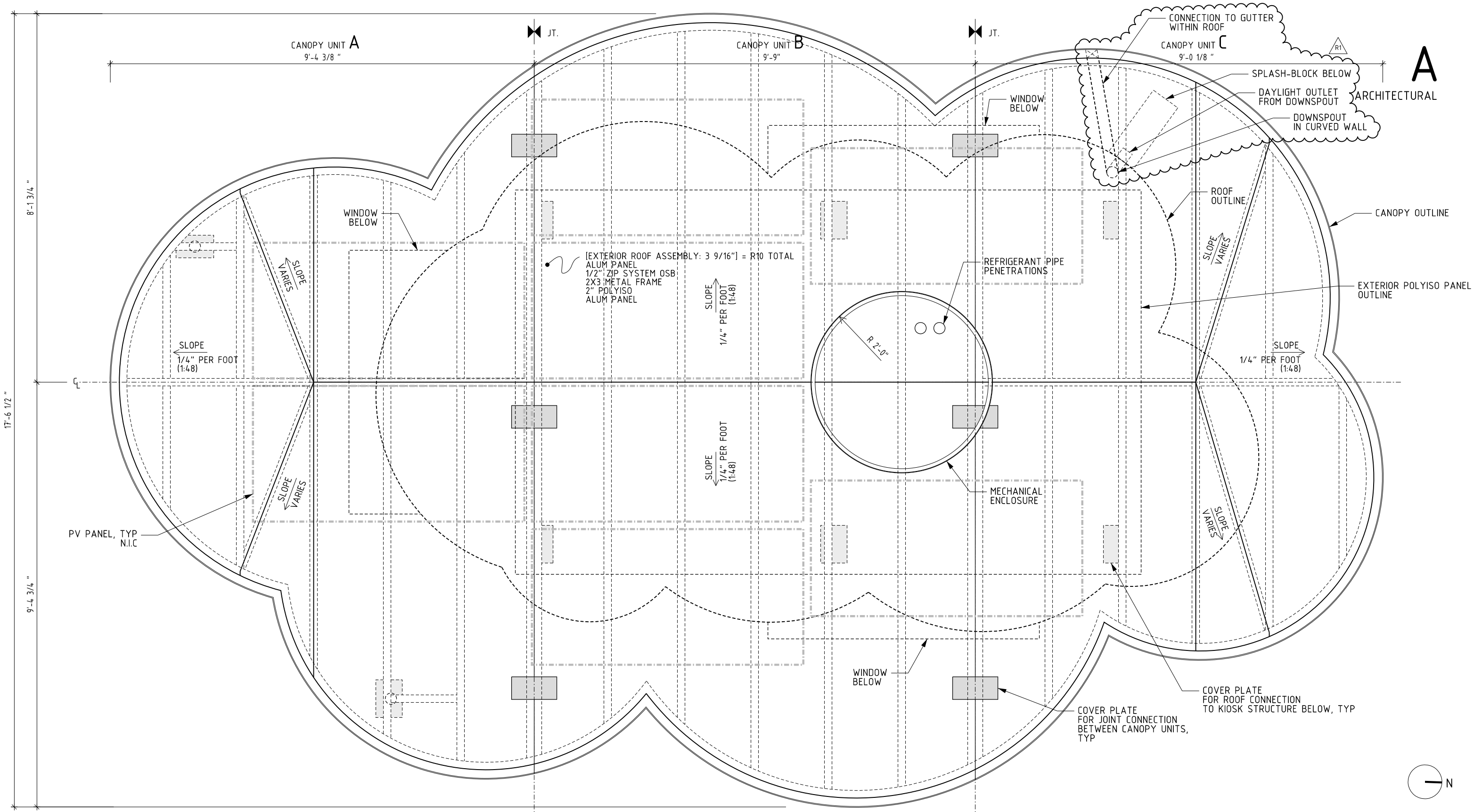


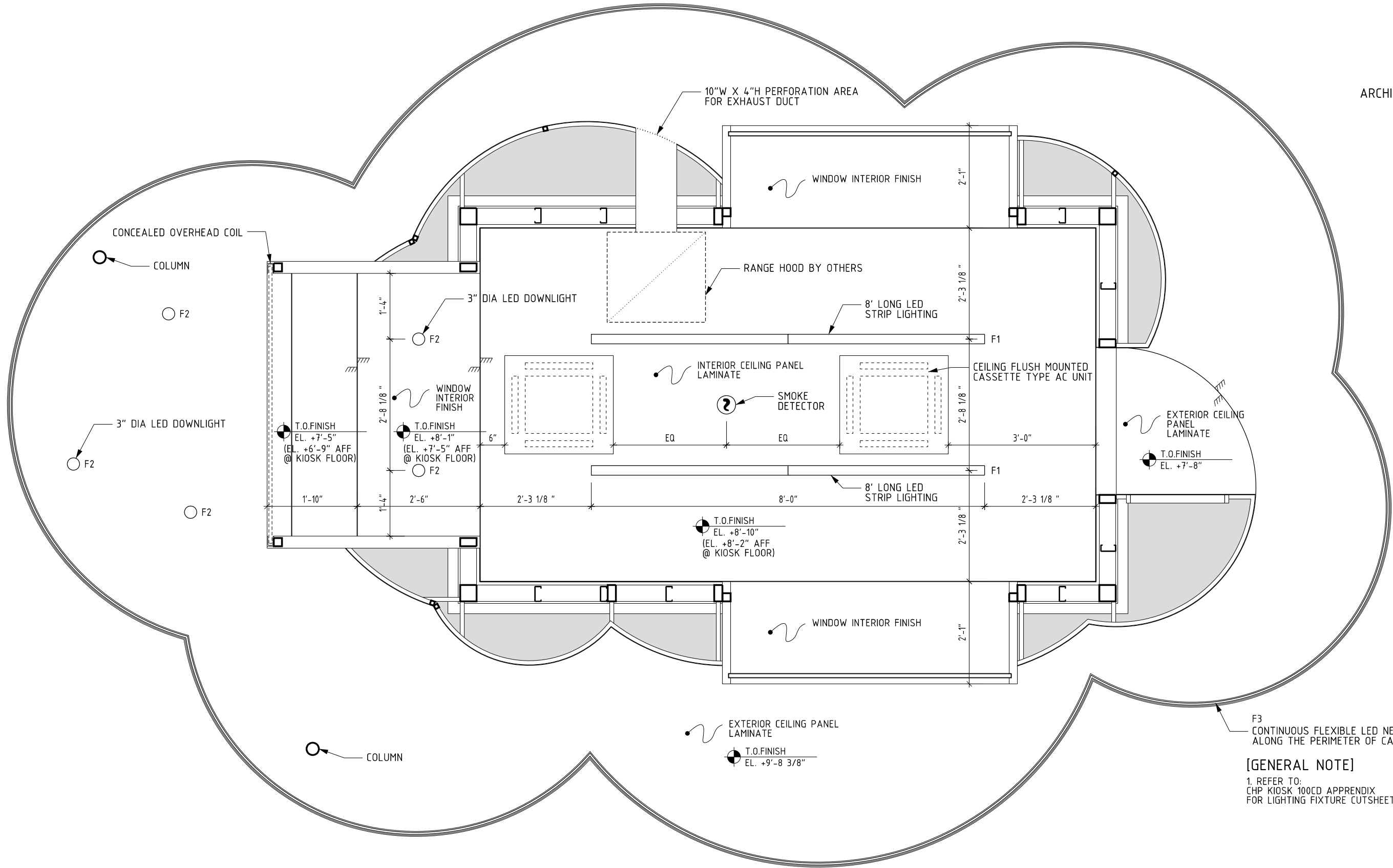
1 LOOKING FROM NORTH/EAST CORNER
CANOPY UNITS
 SCALE: NTS

A
 ARCHITECTURAL

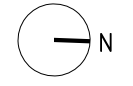


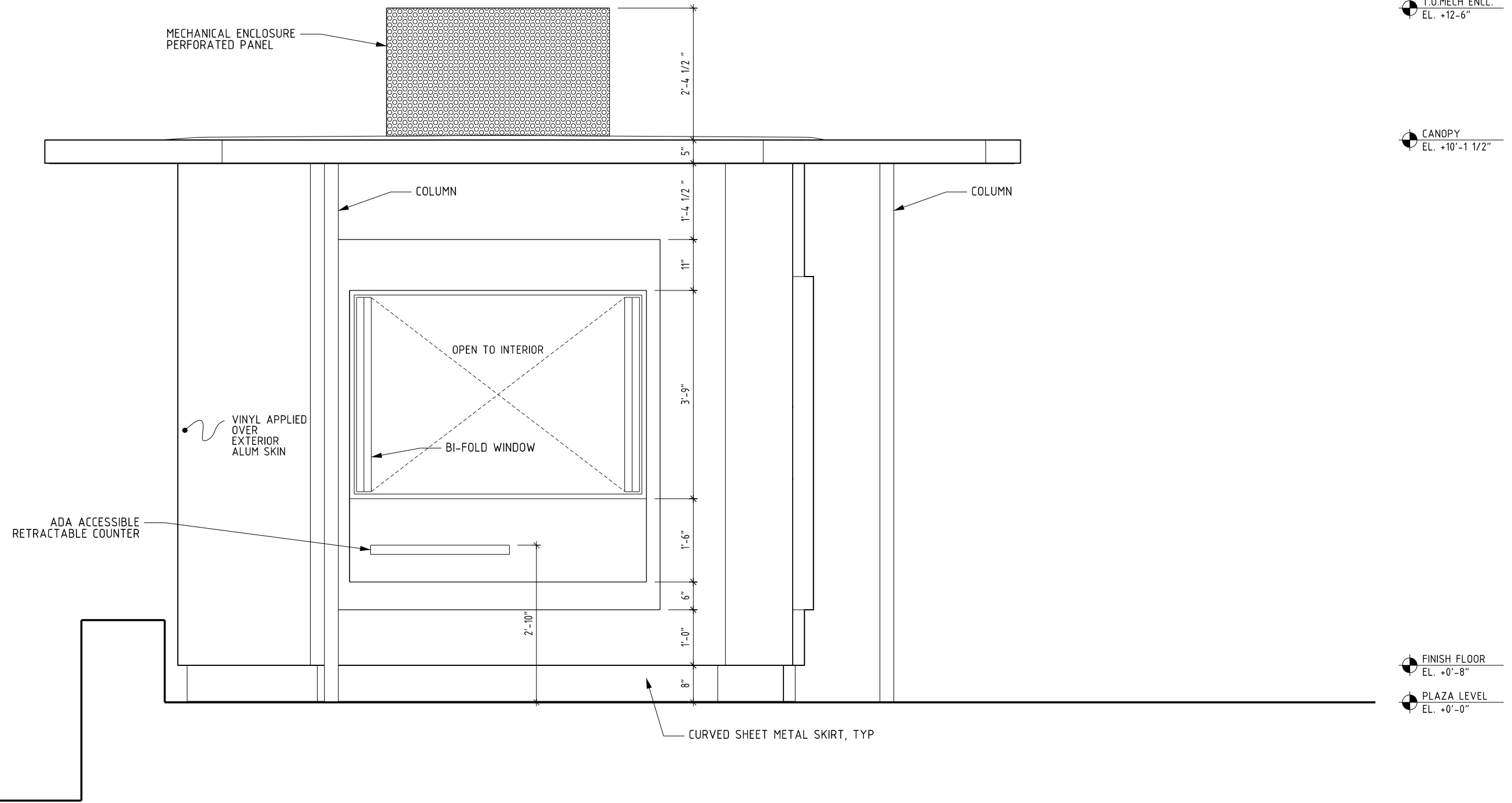


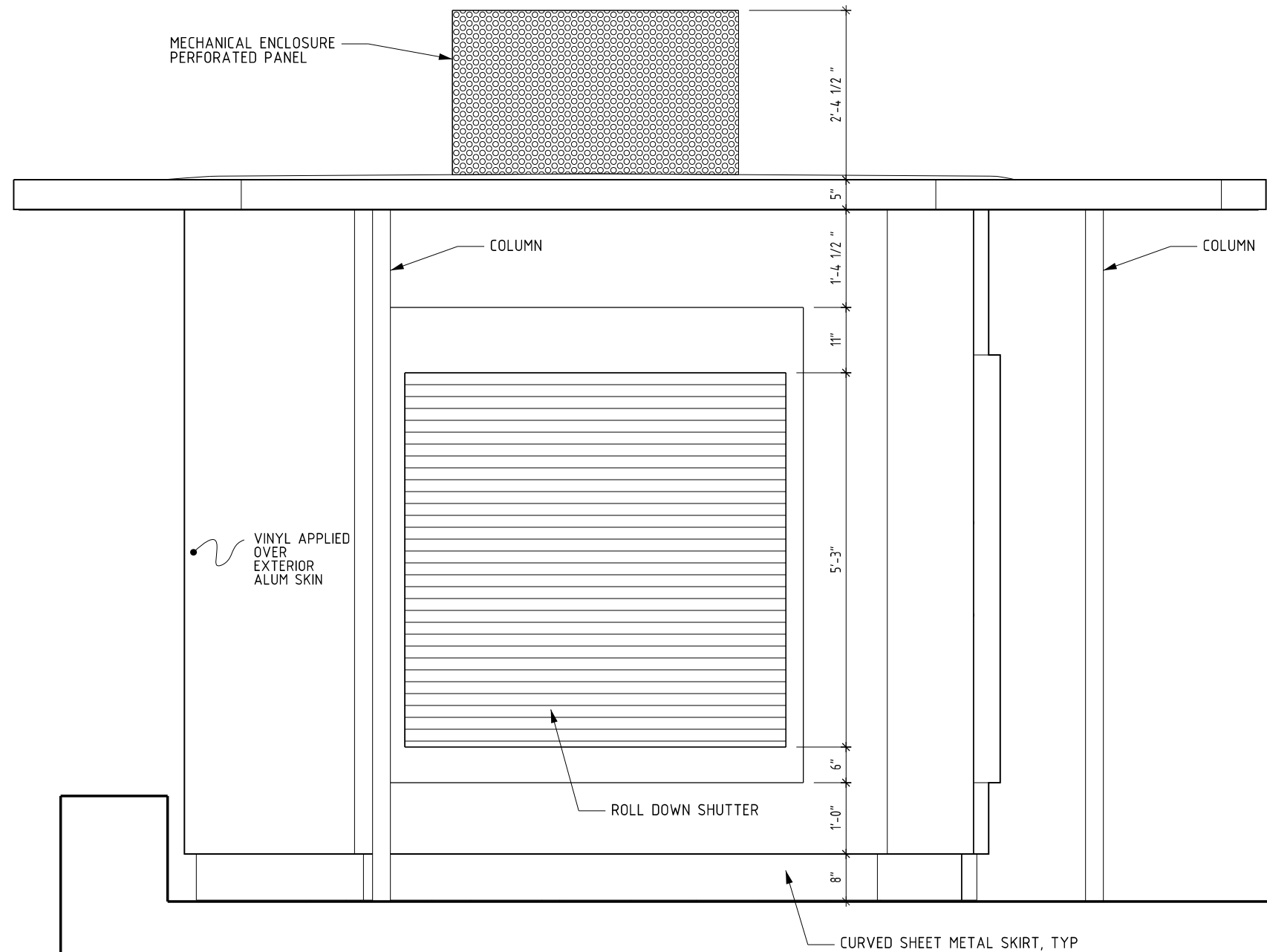




[GENERAL NOTE]
1. REFER TO:
CHP KIOSK 100CD APPENDIX
FOR LIGHTING FIXTURE CUTSHEETS





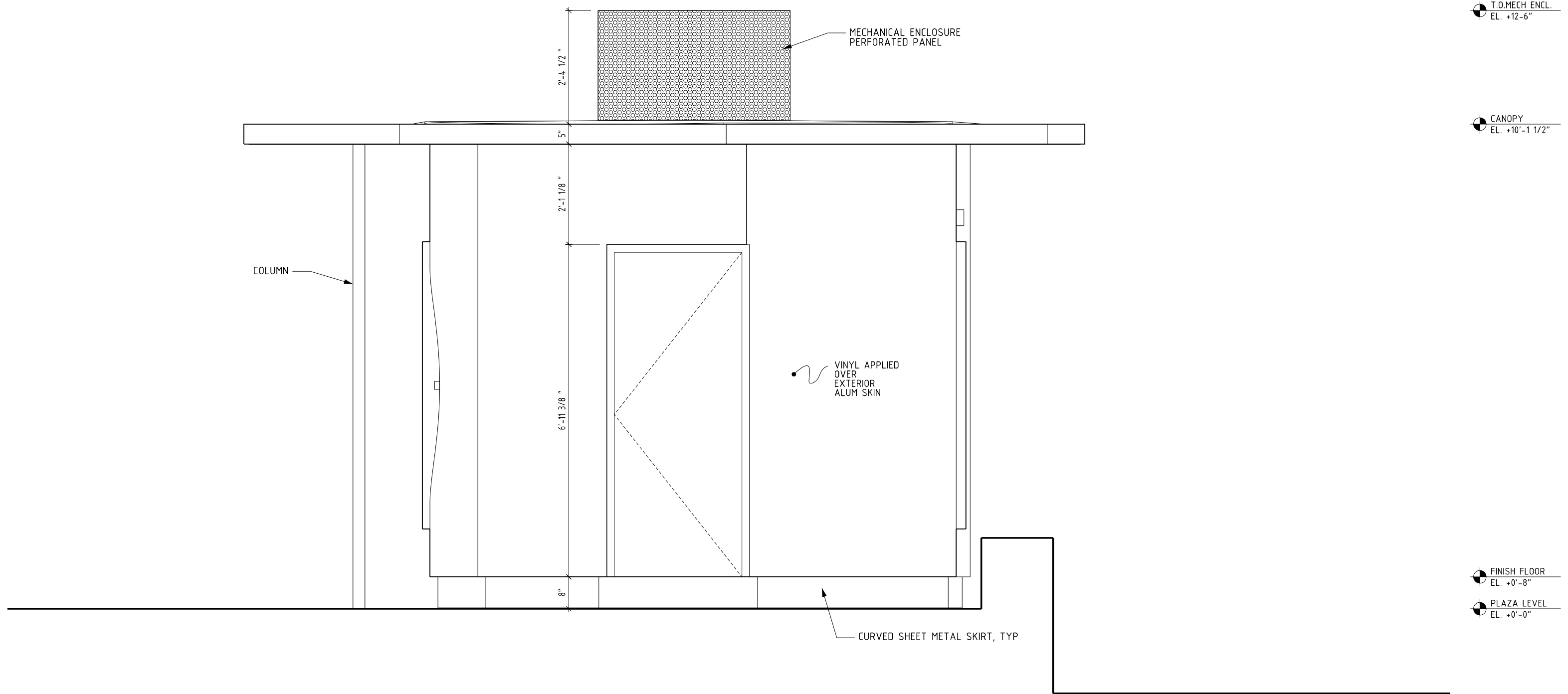


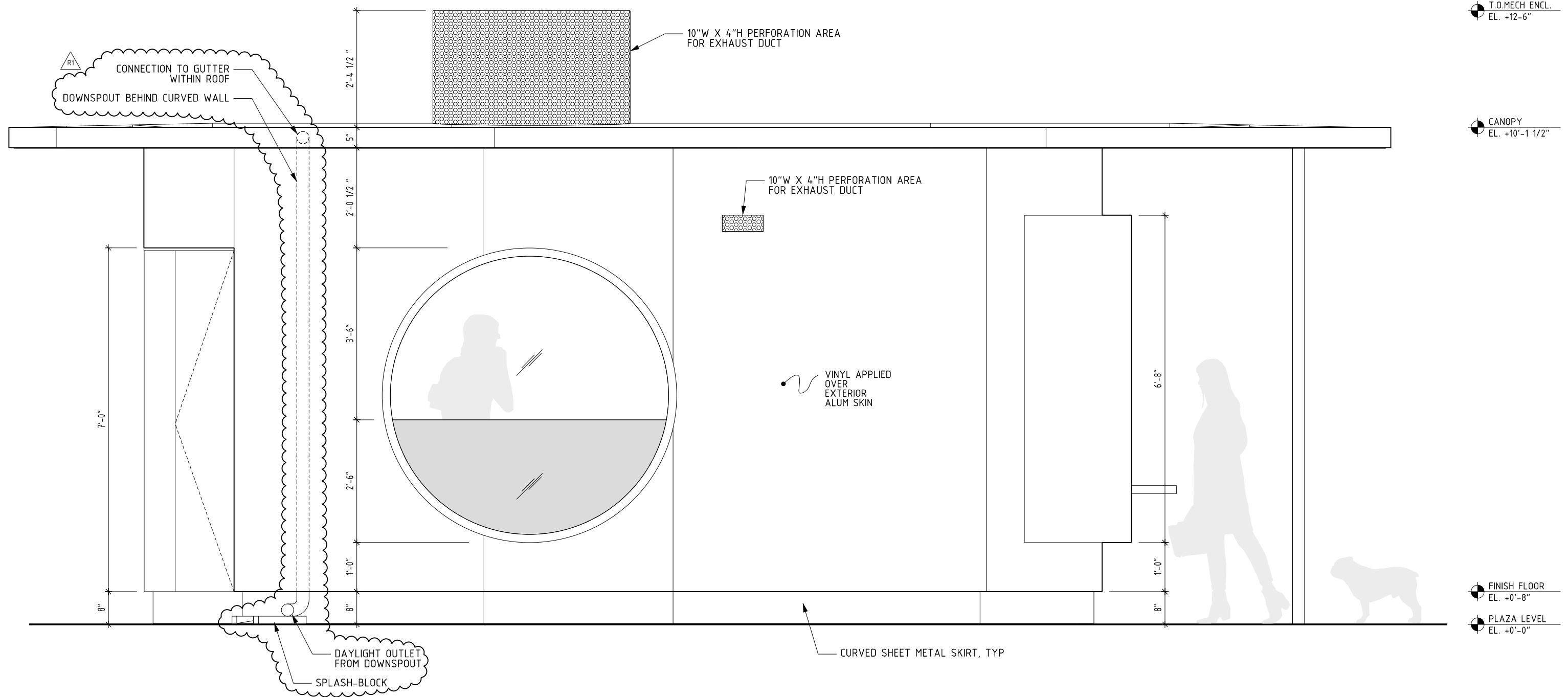
T.O. MECH ENCL.
EL. +12'-6"

CANOPY
EL. +10'-1 1/2"

FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"



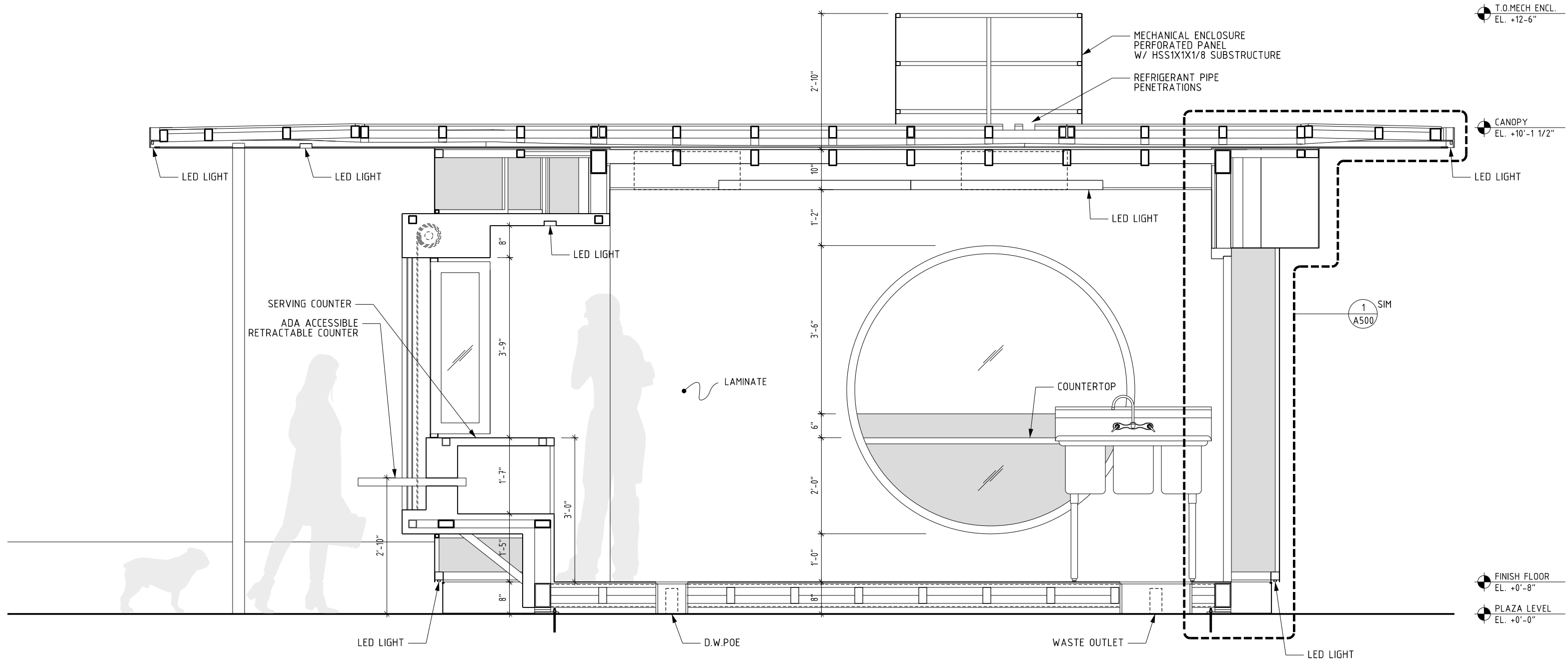


T.O. MECH ENCL.
EL. +12'-6"

CANOPY
EL. +10'-1 1/2"

FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"



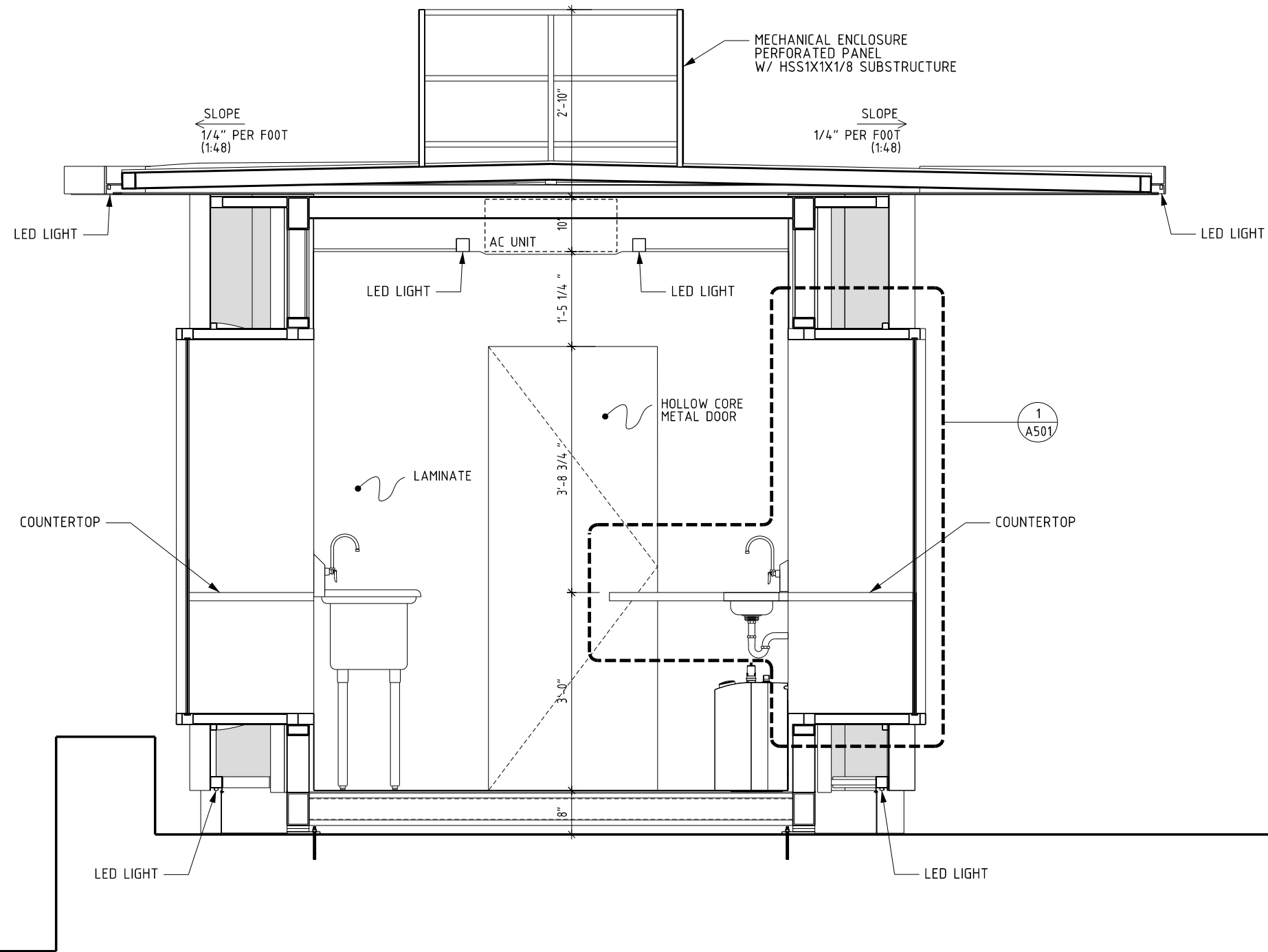
DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
 SECTION - LONGITUDINAL LOOKING WEST
 DATE
 3/6/2024
 SCALE
 1/2" = 1'-0"

DRAWING NO.
A-300.0



T.O. MECH ENCL.
EL. +12'-6"

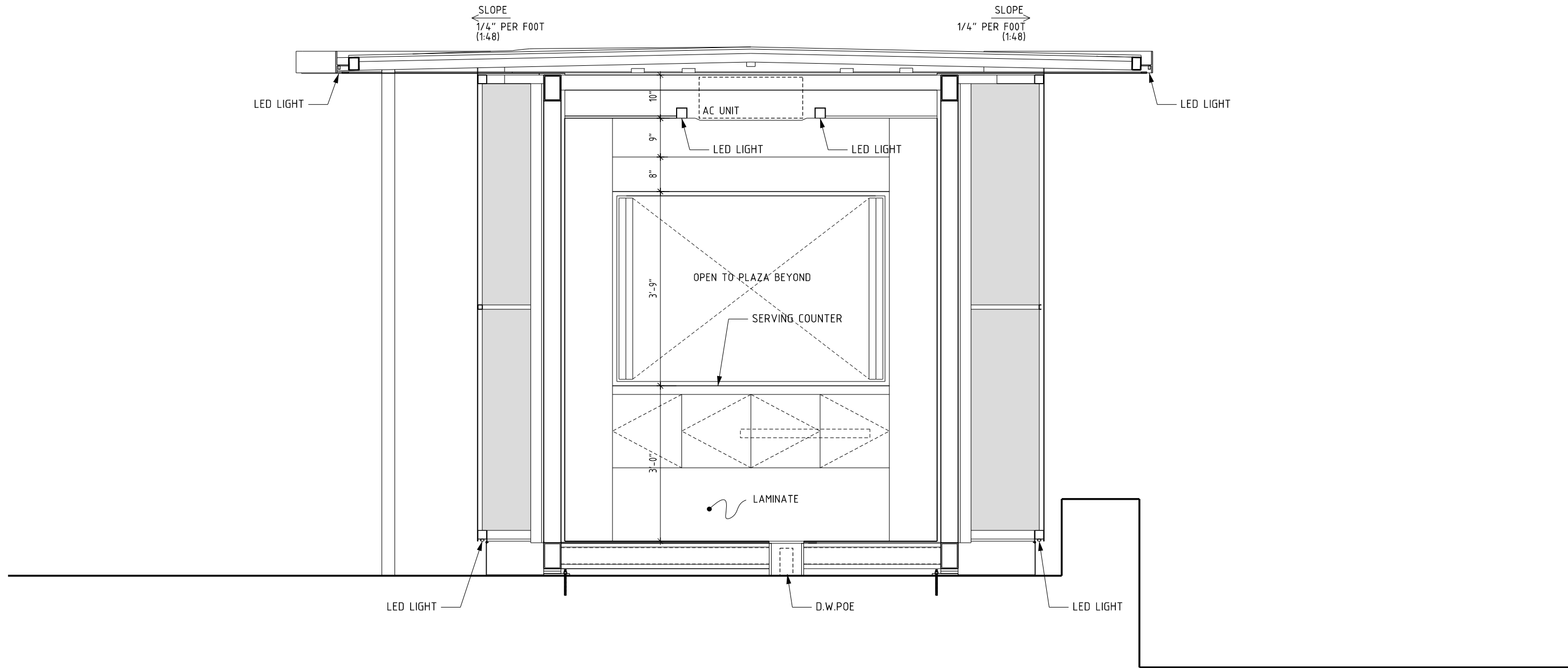
CANOPY
EL. +10'-1 1/2"

FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"

T.O. MECH ENCL.
EL. +12'-6"

CANOPY
EL. +10'-1 1/2"



FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"

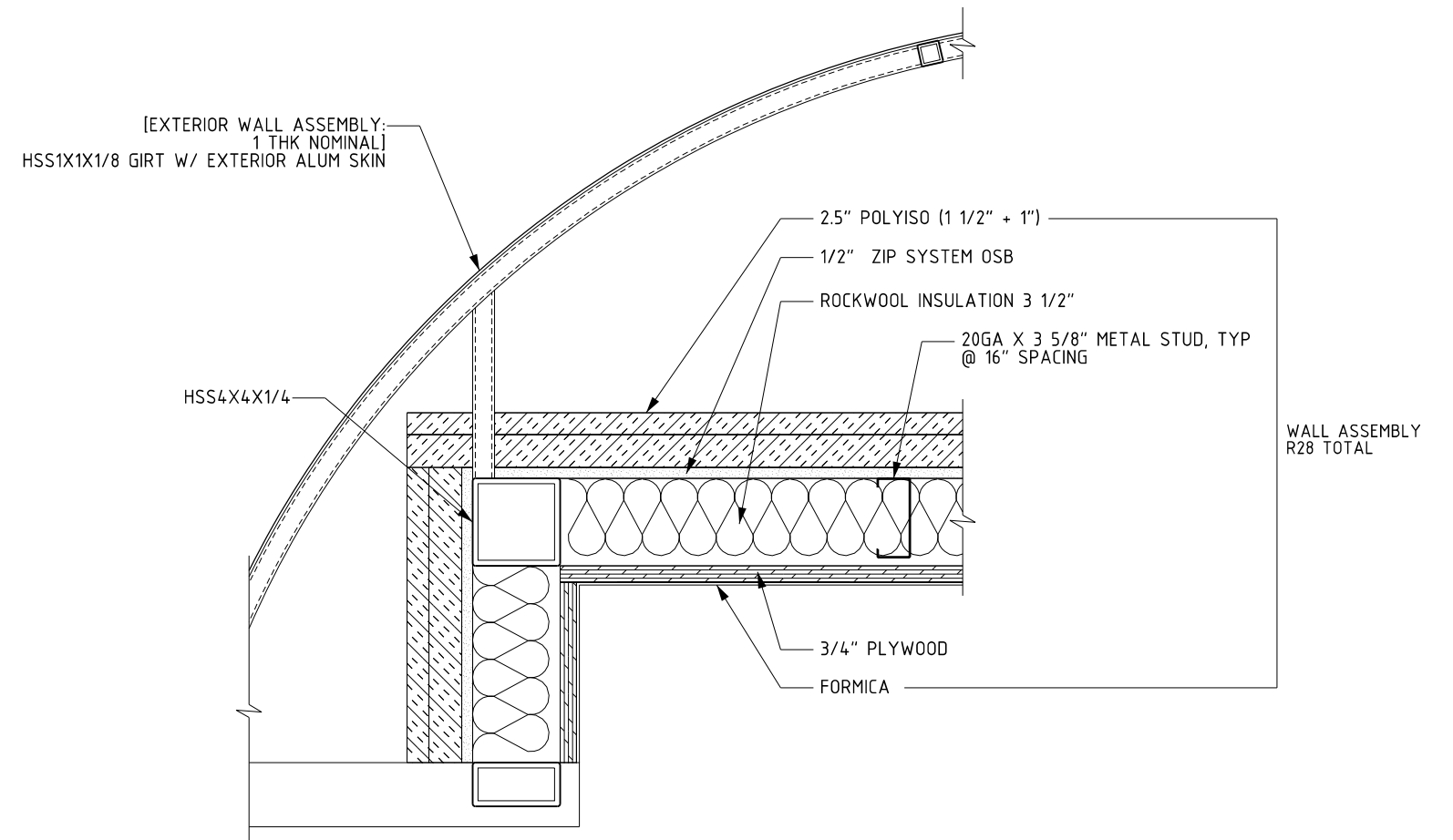
DESIGN-BUILD
RENZ + E | WADE AND LETA
STUDIO SEO
HARRIS STRUCTURAL ENGINEERING
ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO

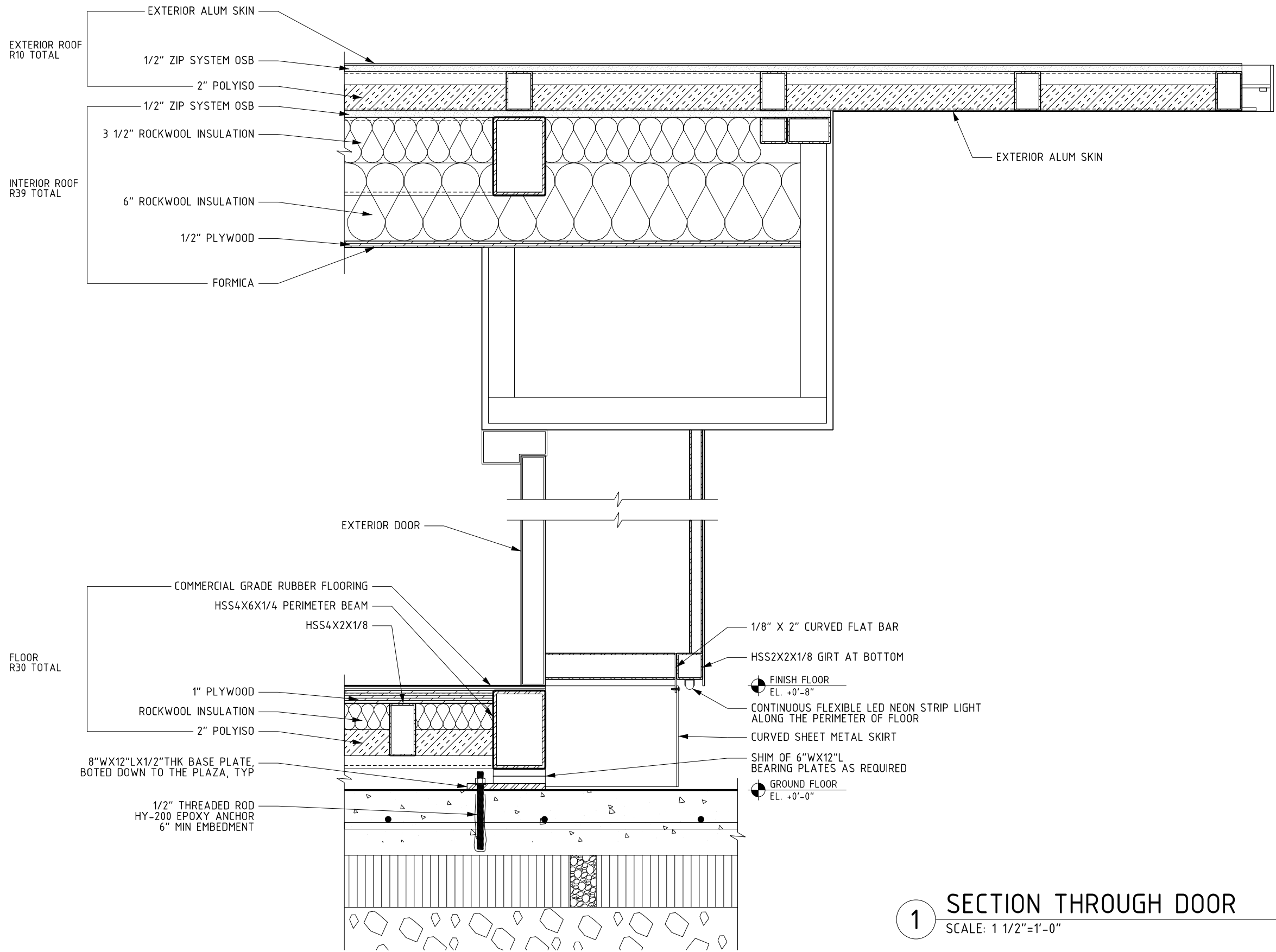
PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
SECTION - CROSS LOOKING SOUTH
DATE
3/6/2024
SCALE
1/2" = 1'-0"

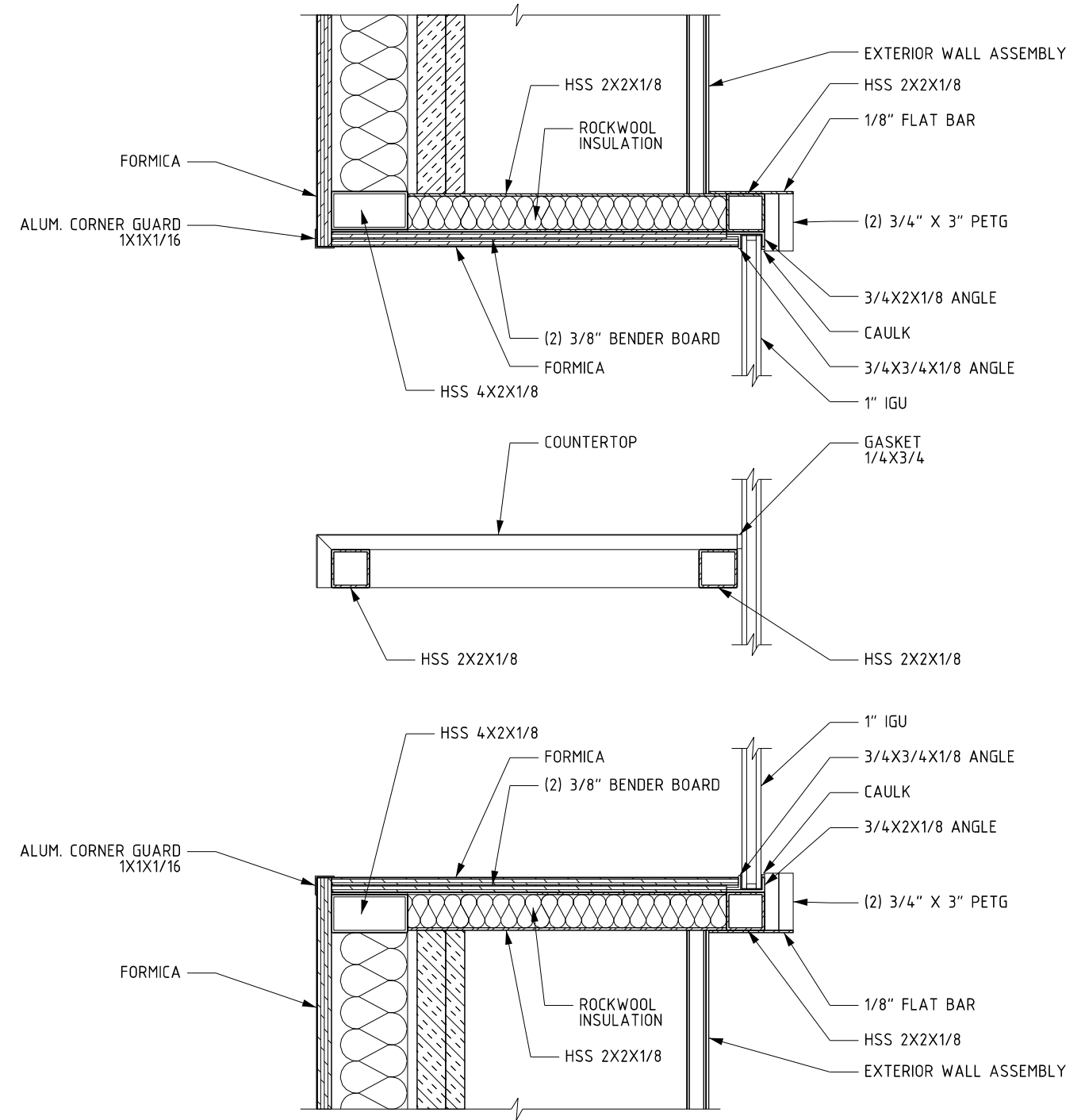
DRAWING NO.
A-303.0



1 PLAN DETAIL
SCALE: 1 1/2" = 1'-0"



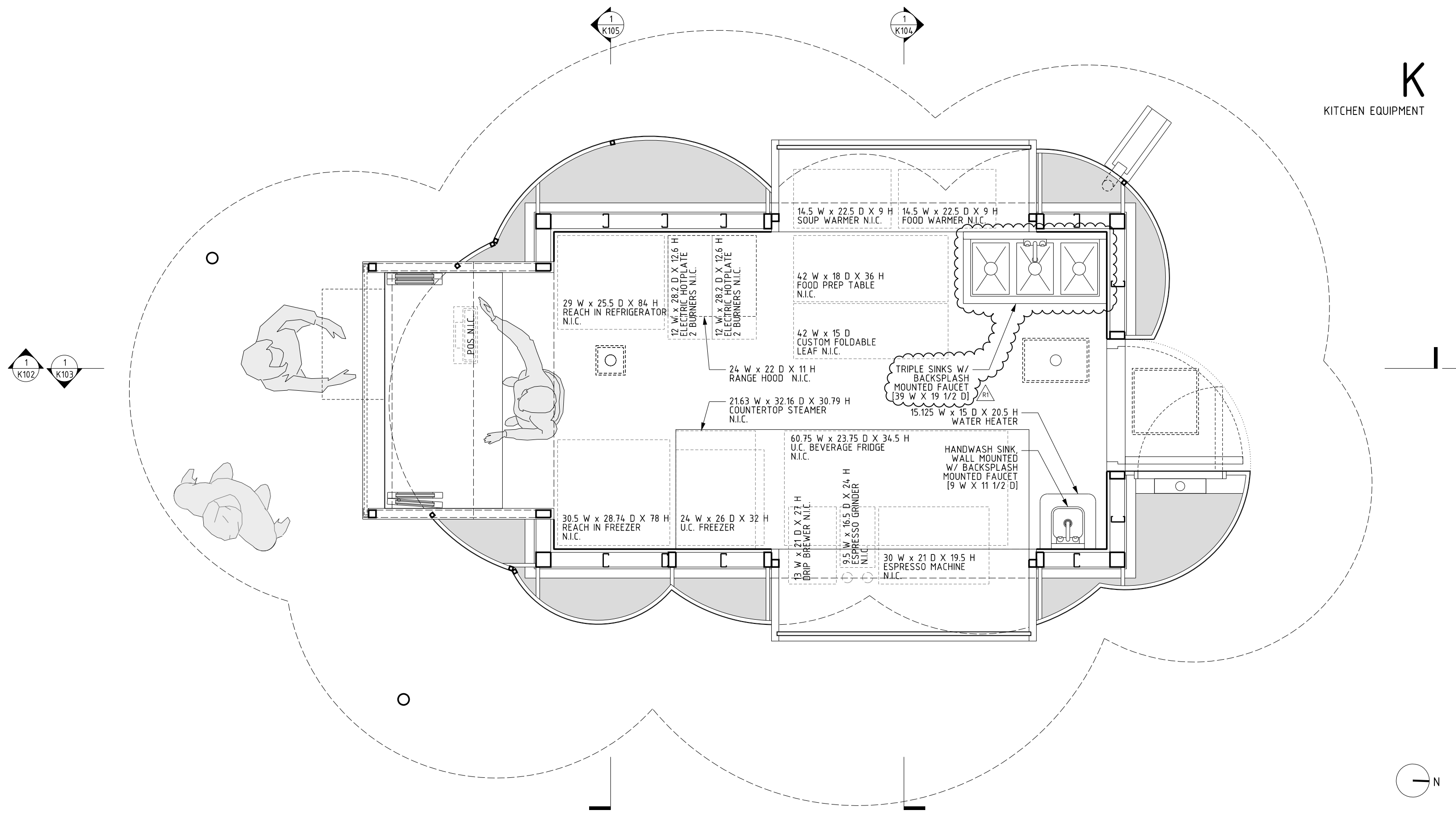
1 SECTION THROUGH DOOR
SCALE: 1 1/2"=1'-0"



1 SECTION THROUGH WINDOW
SCALE: 1 1/2" = 1'-0"

K

KITCHEN EQUIPMENT



DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

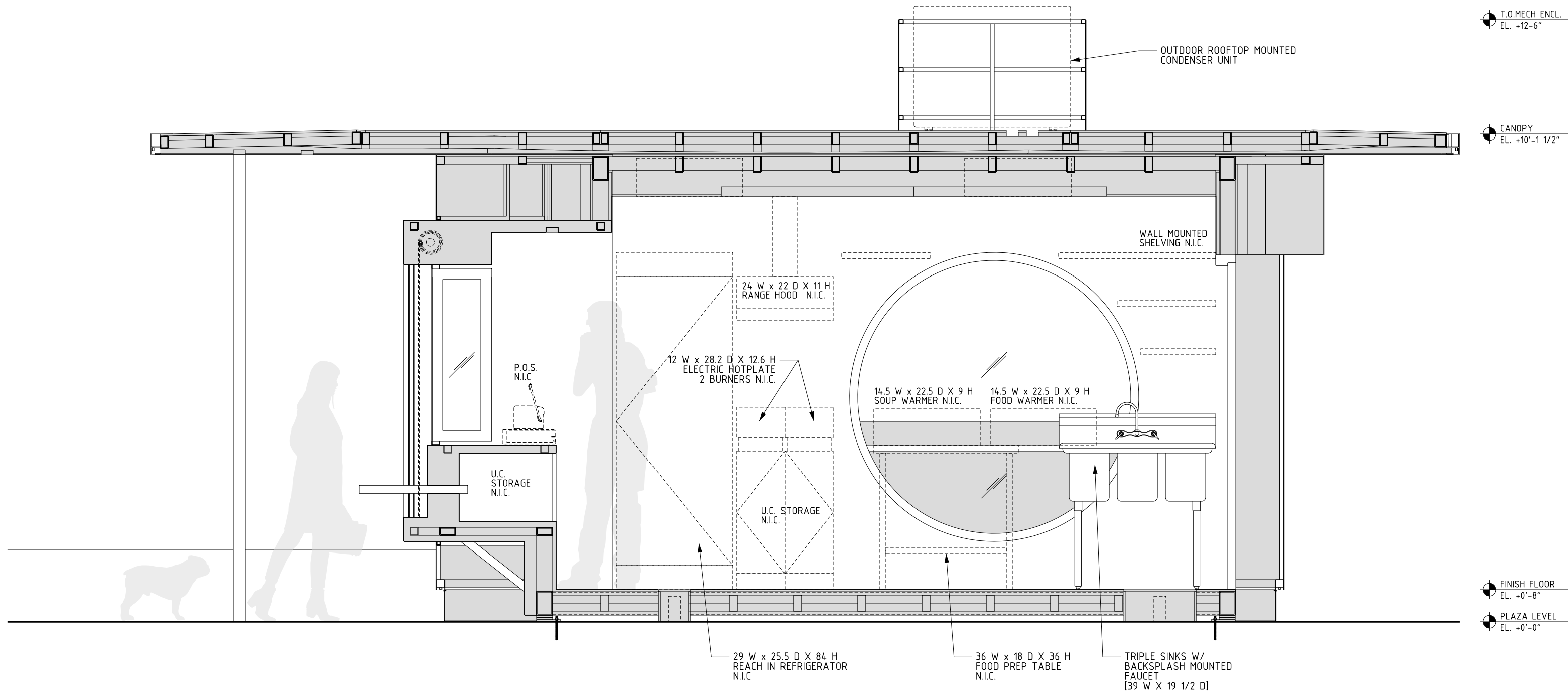
DRAWING TITLE
 KIOSK EQUIPMENT PLAN
 DATE
 3/28/2024

SCALE
 1/2" = 1'-0"

DRAWING NO.
K-101.0

K

KITCHEN EQUIPMENT



DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
SECTION - LONGITUDINAL LOOKING WEST

DATE
3/6/2024

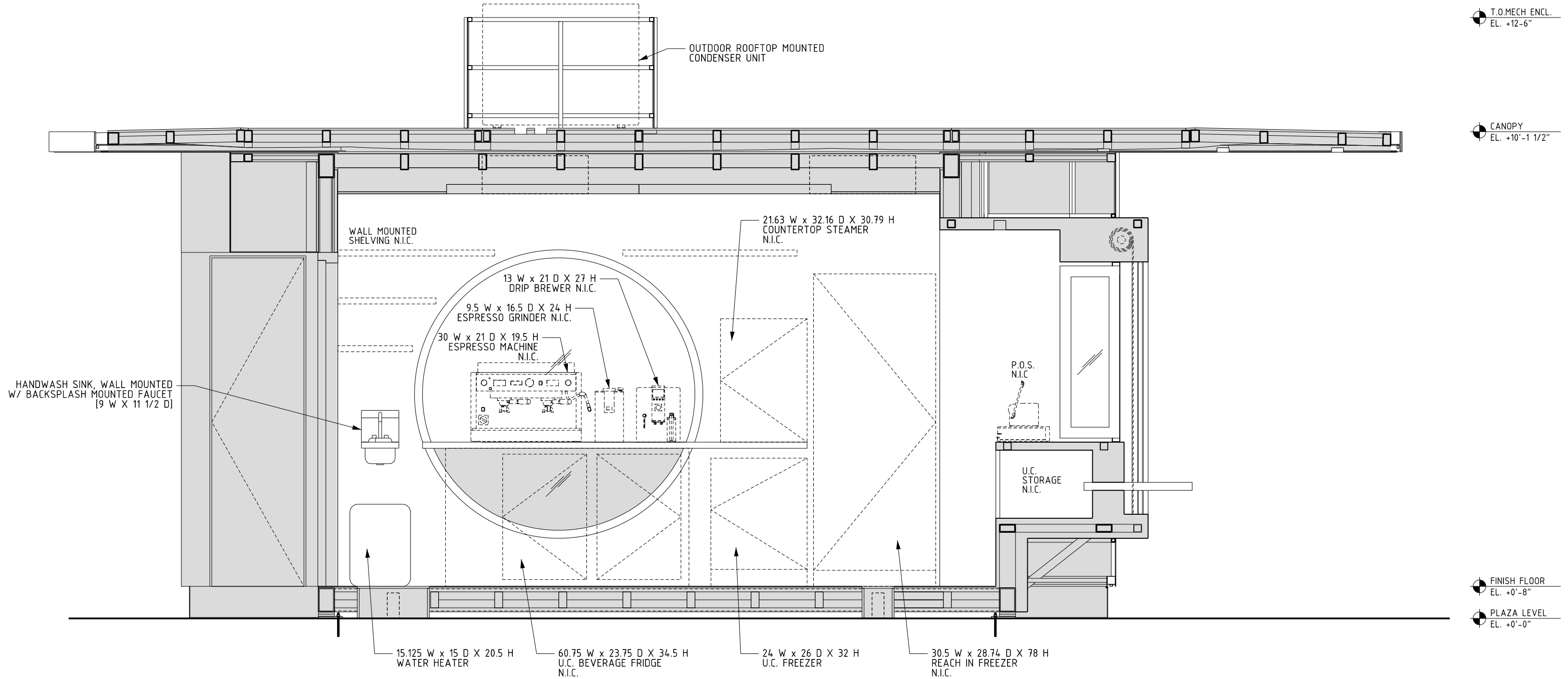
SCALE
1/2" = 1'-0"

DRAWING NO.

K-102.0

K

KITCHEN EQUIPMENT



DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

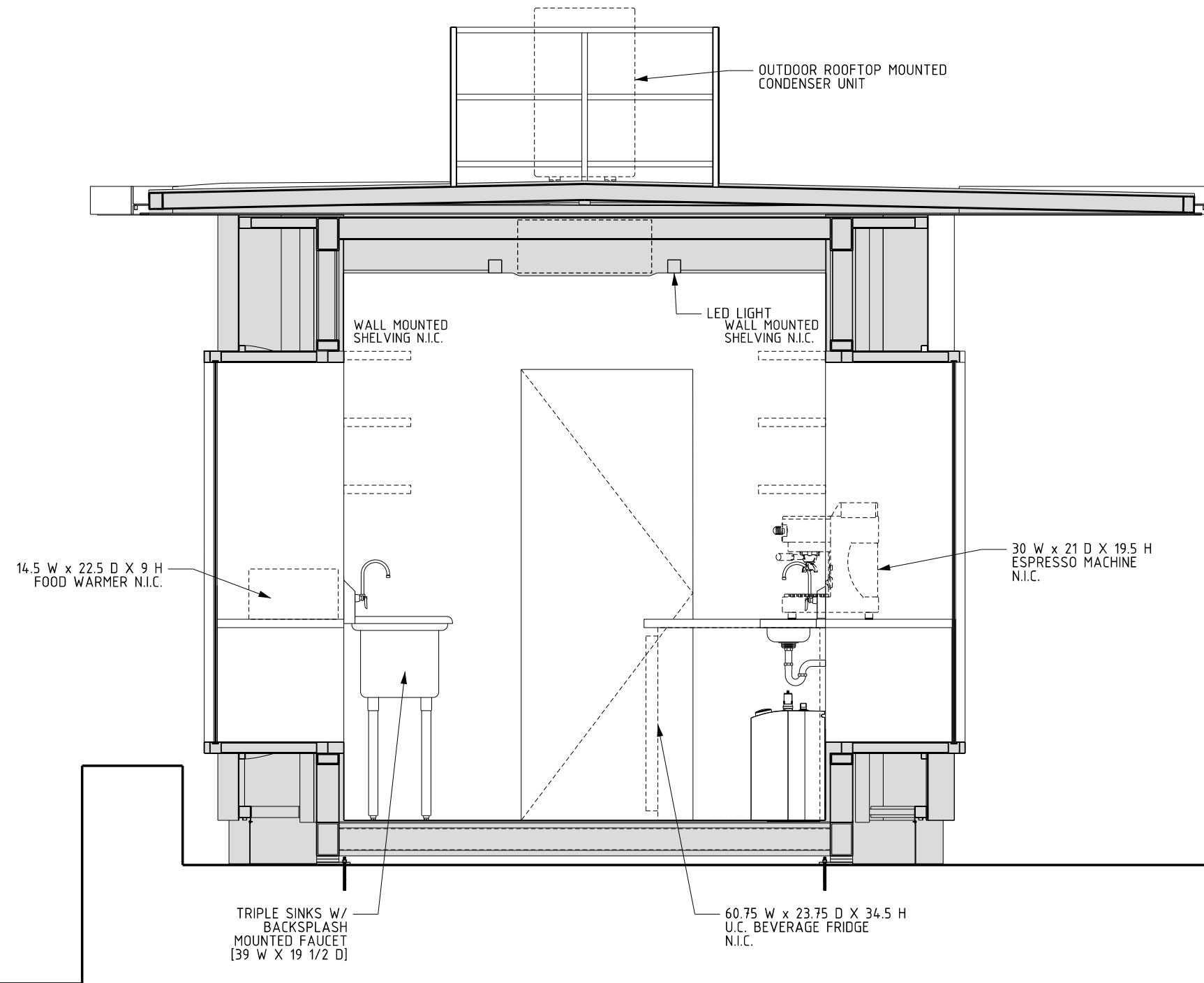
PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
 SECTION - LONGITUDINAL LOOKING EAST
 DATE
 3/6/2024
 SCALE
 1/2" = 1'-0"

DRAWING NO.
K-103.0

K

KITCHEN EQUIPMENT



T.O.MECH ENCL.
EL. +12'-6"

CANOPY
EL. +10'-1 1/2"

FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"

DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
 SECTION - CROSS LOOKING NORTH
 DATE
 3/6/2024
 SCALE
 1/2" = 1'-0"

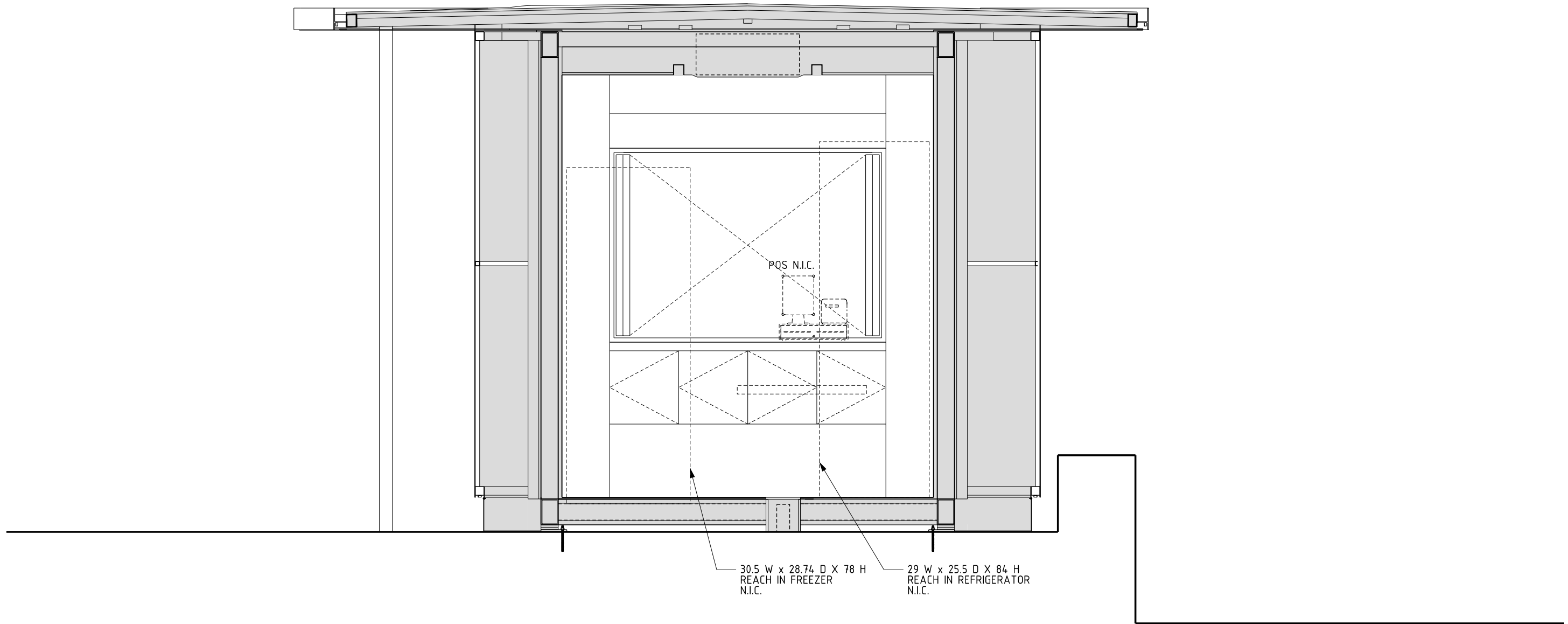
DRAWING NO.
K-104.0

K

KITCHEN EQUIPMENT

T.O. MECH ENCL.
EL. +12'-6"

CANOPY
EL. +10'-1 1/2"



FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"

DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

HARRIS STRUCTURAL ENGINEERING

PROJECT NUMBER

2308CHP

CLIENT

BURLINGTON CEDO

PROJECT NAME

CITY HALL PARK KIOSK

PROJECT ADDRESS

CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE

SECTION - CROSS LOOKING SOUTH

DATE

3/6/2024

SCALE

1/2" = 1'-0"

DRAWING NO.

K-105.0

STEEL NOTES

- ALL WORK SHALL BE IN CONFORMANCE WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, LATEST EDITION.
- ALL STRUCTURAL WELDING SHALL BE DONE IN ACCORDANCE WITH AWS D1.1-LATEST EDITION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- ALL SHOP AND FIELD WELDERS SHALL BE CERTIFIED ACCORDING TO AWS PROCEDURES FOR THE WELDING PROCESS AND WELDING POSITION USED.
- STEEL PLATES & SHAPES SHALL CONFORM TO ASTM. A572 GR. 50.
- STEEL TUBES SHALL CONFORM TO ASTM. A500, GRADE B.
- STEEL PIPES SHALL CONFORM TO ASTM. A501 OR ASTM. A53, GR. B.
- WELD METAL SHALL MATCH BASE METAL WITH A MINIMUM OF 70 KSI.
- ALL STEEL EXPOSED TO WET CONDITIONS SHALL BE GALV.
- CONTRACTOR TO FIELD VERIFY ALL STEEL DIMENSIONS IN FIELD PRIOR TO ORDERING AND FABRICATION OF STEEL COMPONENTS.

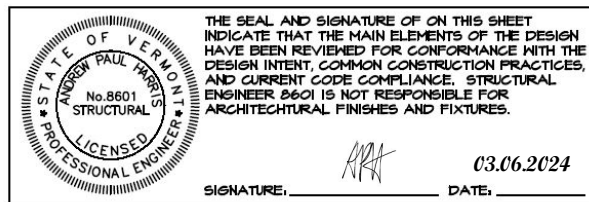
ANCHOR NOTES

- REFER TO FOUNDATION PLAN FOR COORDINATION.
- ALL BASE -P's SHALL BE ASTM A36.
- GROUT SHALL BE NON-SHRINK HIGH STRENGTH NON-METALIC.
- ALL ANCHOR RODS TO BE HIGH STRENGTH THREADED ROD AND HY-200 ANCHORS
- ALL DIMENSIONS TO -C OF STEEL TYP. U.N.O.
- PERIMETER STEEL -C - 2-W" OFF FACE OF CONC. TYP. U.N.O.

SHOP DRAWINGS & PROJECT SUBMITTALS

- THE STRUCTURAL SHOP DRAWING REVIEW IS INTENDED TO HELP THE ENGINEER VERIFY DESIGN CONCEPT. THIS REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPTS AND DOES NOT RELIEVE THE CONTR. FROM COMPLIANCE WITH THE DESIGN DRAWINGS & SPECIFICATIONS. CONTR. IS RESPONSIBLE FOR CONFIRMING AND VERIFYING DIMENSIONS, MEANS, METHODS, SAFETY AND COORDINATION OF THE WORK.
- THE FOLLOWING SHOP DRAWINGS/SUBMITTALS & CALCULATIONS ARE REQUIRED FOR SUBMITTAL FOR REVIEW BY HARRIS STRUCTURAL ENGINEERING:

A. GRANULAR & CRUSHED STONE FILL	B. SELECT BACKFILL
C. CONCRETE MIX DESIGN (INCLUDING ADMIXTURES)	D. CONCRETE REINFORCEMENT
E. LIGHT GAUGE ROOF TRUSSES & FRAMING	F. STRUCTURAL INSULATED PANELS (SIP's)



ABBREVIATIONS

<	ANGLE	CSK.	COUNTERSINK	GR.	GRADE	P.E.N.	PLYWOOD EDGE NAILING
@	AT	CTR.	CENTER	GR. BM.	GRADE BEAM	PERP.	PERPENDICULAR
A&B	ABOVE & BELOW	CU.	CUBIC	GYP.	GYP SUM	P.D.F.	
A.B.	ANCHOR BOLT			GYP. BD.	GYP SUM BOARD	PERF.	PERFORATED
(A)	ABANDON	d	PENNY (NAIL SIZE)			R	PLATE
ABV.	ABOVE	DBL.	DOUBLE	HC.	HOLLOW CORE	PWD.	PLYWOOD
A.C.	ASPHALTIC CONCRETE	DEG.	DEGREE	HDR.	HEADER	P.P.	PARTIAL PENETRATION
ACOUS.	ACOUSTICAL	DET.	DETAIL	HDWD.	HARDWOOD	PR.	PAIR
A.D.	AREA DRAIN	D.F.	DOUGLAS FIR	HGR.	HANGER	PREFAB.	PREFABRICATED
ADDL.	ADDITIONAL	DIA or ϕ	DIAMETER	H.M.	HOLLOW METAL	P.S.I.	POUNDS PER SQUARE INCH
ADJ.	ADJACENT	DIAG.	DIAGONAL	HORIZ.	HORIZONTAL	PSL.	PARALLAM
A.F.F.	ABOVE FINISH FLOOR	DIM.	DIMENSION	H.S.N.S.	HIGH STRENGTH NON-SHRINK	P.T.	PRESSURE TREATED
A.F.S.	AUTOMATIC FIRE SPRINKLER	DISP.	DISPENSER	HT.	HEIGHT		
AGG.	AGGREGATE	D.L.	DEAL LOAD	HWDR.	HARDWARE		
AIR COND.	AIR CONDITIONING	DN.	DOWN			(R)	RELOCATE
ALT.	ALTERNATE	DP.	DEEP	I.D.	INSIDE DIAMETER	R.	RADIUS
ALUM.	ALUMINUM	DR.	DOOR	I.F.	INSIDE FACE	R.A.G.	RETURN AIR GRILL
APA	AMERICAN PLYWOOD ASSOCIATION	DS.	DOWNSPOUT	INFO.	INFORMATION	R.B.	RUBBER BASE
		DWG.	DRAWING	INSUL.	INSULATION	R.D.	ROOF DRAIN
APPROX.	APPROXIMATE			INT.	INTERIOR	REF.	REFERENCE
ARCH.	ARCHITECTURAL	(E)	EXISTING			REINF.	REINFORCING
ASB.	ASBESTOS	E.	EAST	JST.	JOIST	RET.	RETAINING
ASPH.	ASPHALT	EA.	EACH	JT.	JOINT	REQD.	REQUIRED
ASTM	AMERICAN SOCIETY FOR TESTING & MATERIALS	E.B.	EXPANSION BOLT			RF.	ROOF
		E.E.	EACH END	KD.	KILN DRIED	R.H.W.S.	ROUND HEAD WOOD SCREW
A.Y.C.	ALASKAN YELLOW CEDAR	E.F.	EACH FACE	KIT.	KITCHEN	RM.	ROOM
AVE.	AVENUE	E.S.	EACH SIDE	K.P.	KING POST	R.O.	ROUGH OPENING
		E.W.	EACH WAY			RWD.	REDWOOD
BD.	BOARD	EL.	ELEVATOR	LAM.	LAMINATE	R.W.L.	RAIN WATER LEADER
BITUM.	BITUMINOUS	ELAS.	ELASTOMERIC	LAV.	LAVATORY		
BLDG.	BUILDING	ELEV.	ELEVATION	L.B.	LAG BOLT	S.	SOUTH
BLK.	BLOCK (BLOCKING)	EMB.	EMBEDMENT	LBS or #	POUNDS	S.A.D.	SEE ARCHITECTURAL DRAWINGS
BLT.	BOLT	E.N.	EDGE NAIL	LG.	LONG	S.C.	SOLID CORE
BLW.	BELOW	ENG.	ENGINEER	L.L.	LIVE LOAD	S.C.D.	SEE CIVIL DRAWINGS
BM.	BEAM	EQ.	EQUAL	LOC.	LOCATION	SCHED.	SCHEDULE
BOT.	BOTTOM	EQPT.	EQUIPMENT	LT.	LIGHT	SEC.	SECTION
BRG.	BEARING	EXP.	EXPANSION	LSL.	TIMBERSTRAND	SHT.	SHEET
BTWN.	BETWEEN	EXT.	EXTERIOR	LVL.	MICROLLAM	SHTG.	SHEATHING
B.T.U.	BRITISH THERMAL UNITS					SIM.	SIMILAR
		F.A.	FIRE ALARM			SKYL.	SKYLIGHT
CAB.	CABINET	F.B.	FLAT BAR	MAX.	MAXIMUM	SP.	SPACE(S)
CANT.	CANTILEVERED	F.D.	FLOOR DRAIN	M.B.	MACHINE BOLT	SPECS.	SPECIFICATIONS
C.B.	CATCH BASIN	FON.	FOUNDATION	MECH.	MECHANICAL	SQ.	SQUARE
C.C.	CENTER TO CENTER	F.E.	FIRE EXTINGUISHER	MEMB.	MEMBRANE	S.S.	SELECT STRUCTURAL
CEM.	CEMENT	F.H.W.S.	FLAT HEAD WOOD SCREW	MFR.	MANUFACTURER	STAG.	STAGGERED
CER.	CERAMIC	FIN.	FINISHED	M.I.W.	MALLEABLE IRON	STD.	STANDARD
C.J.	CONTROL JOINT	FLR.	FLOOR	M.I.W.	WASHER	STIFF.	STIFFENER
C.O.	CLEAN OUT	FLUOR.	FLUORESCENT	MIN.	MINIMUM	STL.	STEEL
C.I.	CAST IRON	F.J.	FLOOR JOIST	MISC.	MISCELLANEOUS	STOR.	STORAGE
CL.	CENTERLINE	F.N.	FACE NAIL	MTL.	METAL	STRL.	STRUCTURAL
CLO.	CLOSET	F.O.C.	FACE OF CONCRETE			SUSP.	SUSPENDED
CLG.	CEILING	F.O.F.	FACE OF FINISH	(N)	NEW	S.W.	SHEAR WALL
CLKG.	CAULKING	F.O.M.	FACE OF MASONRY	N.	NORTH		
CLR.	CLEAR	F.O.P.	FACE OF POST	N/A.	NOT APPLICABLE	T.	TOILET
C.M.U.	CONCRETE MASONRY UNIT	F.O.S.	FACE OF STUD	NAT.	NATURAL	T.B.	TOWEL BAR
C.O.	CLEAN OUT	FRM.	FRAME	N.I.C.	NOT IN CONTRACT	T&B	TOP & BOTTOM
COL.	COLUMN	FRMG.	FRAMING	NO. or #	NUMBER	T&G	TONGUE & GROOVE
COLL.	COLLECTOR	FT.	FOOT / FEET	NOM.	NOMINAL	T.GL.	TEMPERED GLASS
CORR.	CORRIDOR	FTG.	FOOTING	N.T.S.	NOT TO SCALE	THK.	THICK(NESS)
COMB.	COMBINATION	FURR.	FURRING			THRD.	THREADED
CONC.	CONCRETE			O/	OVER	THRU.	THROUGH
COND.	CONDITION	GA.	GAUGE OR GAGE	O.C.	ON CENTER	T.N.	TOENAIL
CONN.	CONNECTION	GALV.	GALVANIZED	O.D.	OUTSIDE DIAMETER	T.O.	TOP OF
CONSTR.	CONSTRUCTION	G.B.	GRAB BAR	O.F.	OUTSIDE FACE	T.O.C.	TOP OF CONCRETE
CONT.	CONTINUOUS	G.I.	GALVANIZED IRON	O.H.	OVERHANG	T.O.P.	TOP OF PLYWOOD
CONTR.	CONTRACTOR	GL.	GLASS	OPG.	OPENING	T.O.S.	TOP OF STEEL
C.P.	COMPLETE PENETRATION	GLB.	GLU-LAMINATED BEAM	OPP.	OPPOSITE	T.O.W.	TOP OF WALL
CRR.	CORRUGATE	GND.	GROUND	OPT.	OPTIONAL	T.S.	TUBE STEEL
				O.R.D.	OVERFLOW ROOF DRAIN	TYP.	TYPICAL

S

STRUCTURAL

DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS HARRIS STRUCTURAL ENGINEERING
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
GENERAL NOTES

DATE
3/6/2024

SCALE
NA

DRAWING NO.

S-001.0

JOB SITE NOTES

1. CONC. WASHOUTS TO BE CONTAINED ON THE PROPERTY.
2. CONTAMINATED WATER SHALL BE CONTAINED ON THE PROPERTY OR REMOVED IN THE CONCRETE TRUCK
3. CONTRACTOR SHALL CLEAN ALL MUD & DEBRIS TRACKED ONTO THE ROAD SURFACES DUE TO CONSTRUCTION, DAILY.
4. CONTRACTOR TO MAINTAIN A CLEAN AND SAFE JOB SITE AND ELIMINATE ALL INVITING HAZARDS ON A DAILY BASIS. AND SHALL CONFORM TO ALL "O.S.H.A." AND OTHER SAFETY REGULATIONS.
5. CONTRACTOR TO TAKE ANY AND ALL MEASURES TO PROTECT THE LUMBER AND MATERIAL SUPPLY STACKS FROM HARMFUL WEATHER CONDITIONS.

FOUNDATION RELATED SITE WORK

1. NOTIFY ENGINEER A MINIMUM OF 24 HOURS PRIOR TO EXCAVATIONS TO SCHEDULE A REVIEW OF NATIVE SOIL CONDITIONS. FOOTINGS HAVE BEEN DESIGNED FOR A MINIMUM BEARING CAPACITY OF 2,500 PSF PER DETAIL 1/SD1.
2. COMPACT DISTURBED LOAD-BEARING SOIL IN DIRECT CONTACT WITH FOUNDATIONS TO ORIGINAL BEARING CAPACITY. PLACE 6" OF 1-8" CRUSHED STONE BENEATH SPREAD FOOTINGS IF STANDING WATER OR CLAY SOILS ARE ENCOUNTERED IN EXCAVATIONS.
3. IF OVER-EXCAVATION OCCURS, REPLACE MATERIAL WITH SUITABLE WELL-DRAINED MATERIAL, IN 6" LIFTS, APPROVED BY THE ENGINEER AND COMPACTED TO 98% OF STANDARD PROCTOR. OVER-EXCAVATION MAY ALSO BE REPLACED WITH LEAN CONCRETE WITH ENGINEER'S APPROVAL.
4. PLACE AND COMPACT BACKFILL IN EQUAL CONTINUOUS LAYERS NOT EXCEEDING 8" OF COMPACTED DEPTH FOR HAND HELD COMPACTION EQUIPMENT AND A MAXIMUM 12" COMPACTED DEPTH FOR VIBRATORY ROLLERS.
5. MAINTAIN OPTIMUM MOISTURE CONTENT OF BACKFILL MATERIALS TO ATTAIN COMPACTION DENSITY.
6. BACKFILL SIMULTANEOUSLY ON EACH SIDE OF FROST WALLS. INSTALL FOUNDATION DRAIN PER DETAIL 18/SD1

CONCRETE/FOUNDATION/SITE NOTES

1. ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 318-14, "SPECIFICATIONS FOR THE STRUCTURAL CONCRETE FOR BUILDINGS."
2. ALL FOUNDATION FOOTING AND STEMWALL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS U.N.O. 4,000 PSI FOR SLABS.
3. ALL CONCRETE SHALL BE REGULAR WEIGHT HARDROCK CONCRETE WEIGHING APPROXIMATELY 150 PCF. AGGREGATES SHALL CONFORM TO ASTM C-150 (TYPE II) UNLESS CONCRETE WILL BE IN CONTACT WITH ALKALINE SOILS.
4. ALL FOUNDATIONS SHALL BEAR ON RIGID INSULATION & V.B. S.A.D O/ FIRM, UNDISTURBED, NATIVE SOILS OR ENGINEERED FILLS AT OR EXCEEDING DEPTHS SHOWN ON THE DRAWINGS.
5. ALL FOOTING EXCAVATIONS SHALL BE NEAT. OVER-EXCAVATIONS IN DEPTH AND WIDTH SHALL BE FILLED WITH CONCRETE. ALL LOOSE SOILS SHALL BE REMOVED FROM EXCAVATIONS PRIOR TO PLACEMENT OF CONCRETE.
6. REINFORCING, ANCHOR BOLTS AND INSERTS SHALL BE RIGIDLY HELD IN PLACE PRIOR TO PLACING CONCRETE.
7. ALL WOOD IN PERMANENT CONTACT WITH CONCRETE OR SOIL SHALL BE PRESSURE TREATED U.N.O.

REINFORCING STEEL

1. ALL REINF. STL. SHALL BE DEFORMED STL. BARS CONFORMING TO ASTM. A615, GR. 60. FOR #5 & LARGER AND GR. 40 FOR #4 & SMALLER STL. SHALL BE KEPT CLEAN AND FREE OF RUST AND SCALE.
2. ALL REINF. STL. SHALL BE MFRD. DETAILED, FABRICATED, & PLACED IN ACCORDANCE W/ ACI. 318R, 315R, AND SP66.
3. WELDED WIRE FABRIC SHALL CONFORM TO ASTM. A185, IN AS LONG A LENGTH AS IS PRACTICABLE. WELDED WIRE FABRIC SHALL BE LAPPED AT LEAST ONE GRID WIDTH + 2".
4. REINFORCING BARS SHALL BE IN LENGTHS AS LONG AS PRACTICABLE. REINFORCING BARS REQUIRING BENDING IN THE FIELD SHALL BE "COLD BENT". AT CORNERS AND INTERSECTIONS BARS SHALL RETURN A MINIMUM OF 18". ALL BAR SPLICES SHALL HAVE 24" LAPS MINIMUM U.O.N.
5. SPLICES:
REINF. IN CONC. & MAS. SHALL HAVE LAP LENGTHS AS FOLLOWS, U.N.O. ON DRAWINGS:

BAR SIZE	IN CONC.	IN MAS.
#3	18"	24"
#4	24"	30"
#5	30"	36"
#6	36"	42"

6. PLACEMENT:
 - A. REINF. SHALL BE ACCURATELY PLACED & SUPPORTED BY CONC. METAL, OR OTHER APPROVED CHAIRS, SPACERS, OR TIES AND SECURED AGAINST DISPLACEMENT DURING CONC. OR GROUT PLACEMENT.
 - B. EXCEPT WHERE OTHERWISE NOTED, REINF. SHALL HAVE CONC. COVER AS FOLLOWS:

CONC. DEPOSITED AGAINST EARTH	3"
FORMED CONC. TO BE BACK FILLED	2"
EXT. FACES OF WALLS	1-8"
INT. FACES OF WALLS	1"
T.O. SLAB ON GRADE (COVERED)	-W"

USE OF ENGINEERS DOCUMENTS

1. THESE DOCUMENTS PREPARED BY HARRIS STRUCTURAL ENGINEERING ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT, AND SHALL REMAIN THE PROPERTY OF HARRIS STRUCTURAL ENGINEERING. HARRIS STRUCTURAL ENGINEERING SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING THE COPYRIGHT(S). THE OWNER SHALL NOT REUSE OR PERMIT THE REUSE OF THESE DOCUMENTS, IN WHOLE OR IN PART, INCLUDING ANY DESIGN & CONSTRUCTION DEVELOPMENT, CHANGES OR ALTERATIONS TO THESE DOCUMENTS, WITHOUT THE WRITTEN ACKNOWLEDGEMENT AND AUTHORIZATION OF HARRIS STRUCTURAL ENGINEERING. ANY UNAUTHORIZED USE, REUSE, MODIFICATION OR ALTERATION, INCLUDING AUTOMATED CONVERSION OF THIS DOCUMENT SHALL BE AT THE USER'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO HARRIS STRUCTURAL ENGINEERING.

PROJECT OBSERVATION NOTES

1. IN ADDITION TO CITY INSPECTIONS AND/OR ARCHITECT SITE VISITS, HARRIS STRUCTURAL ENGINEERING (HSE) RECOMMENDS THAT STRUCTURAL OBSERVATION SERVICES BE PROVIDED, TO REVIEW CONSTRUCTION FOR GENERAL CONFORMANCE WITH THE APPROVED PLANS AND TO MITIGATE THE RISK OF PROBLEMS DURING THE CONSTRUCTION PROCESS.
2. THE CONTRACTOR SHALL PHASE THE PROJECT AND COORDINATE WITH HARRIS STRUCTURAL ENGINEERING TO ENSURE THAT PRIMARY STRUCTURAL ELEMENTS OF THE CONSTRUCTION ARE OBSERVED PRIOR TO COVERING WITH FINISHES OR OTHER MATERIALS. A SPECIAL INSPECTOR IS AN ACCEPTABLE ALTERNATE TO CONSTRUCTION OBSERVATION. THE FOLLOWING STAGES AT A MINIMUM SHALL BE OBSERVED:
 - A. FOOTING EXCAVATIONS COMPLETED, FORMED AND READY FOR PLACEMENT OF REINFORCING.
 - B. FOOTING REINFORCING BARS IN PLACE.
 - C. SLAB-ON-GRADE REINFORCING BARS IN PLACE.
 - D. WOOD FRAMING COMPLETED BUT NOT CLOSED IN
 - E. PLYWOOD NAILING COMPLETED BUT NOT COVERED
 - F. ALL STRUCTURAL WORK COMPLETE

3. IN THE EVENT THAT HARRIS STRUCTURAL ENGINEERING IS NOT RETAINED TO PROVIDE STRUCTURAL OBSERVATION SERVICES, IT IS UNDERSTOOD AND AGREED THAT THE SERVICES PERFORMED BY HARRIS STRUCTURAL ENGINEERING ARE LIMITED TO THE DESIGN AND PREPARATION OF BASIC STRUCTURAL CONCEPTS AND CONSTRUCTION DOCUMENTS AND THAT HARRIS STRUCTURAL ENGINEERING HAS NO CONTROL WHATSOEVER WITH REGARD TO CONSTRUCTION METHODS OR COMPLIANCE WITH THE APPROVED PLANS. CONTACT THE OFFICE OF HARRIS STRUCTURAL ENGINEERING IF STRUCTURAL OBSERVATION SERVICES ARE DESIRED.

S
STRUCTURAL

DESIGN CRITERIA

2015 INTERNATIONAL BUILDING CODE	DEAD	LIVE
ROOF	20 PSF	SNOW GOVERNS PSF
FLOOR	20 PSF	50 PSF

ROOF SNOW LOADS

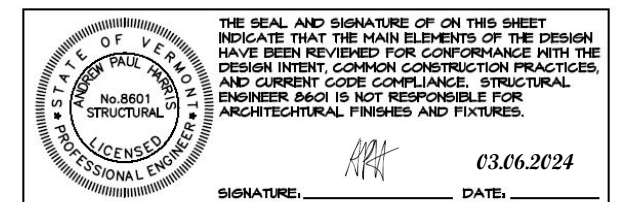
GROUND SNOW LOAD, P _g	40 PSF
EXPOSURE, C _e -	1.0
IMPORTANCE -	1.0
THERMAL, C _t -	1.2
FLAT ROOF SNOW LOAD, P _f	40 PSF
DESIGN ROOF SNOW LOAD, P _f	40 PSF

LATERAL LOADS

WIND: SPEED -	115/90 MPH	EXPOSURE -	B
MEAN ROOF HEIGHT	16	IMPORTANCE -	1.0
BASE WIND PRESSURE	18.4 PSF		
SEISMIC:			
OCCUPANCY -	II	SITE CLASS (ASSUMED)	D
IMPORTANCE -	1	SEISMIC DESIGN CATEGORY	C
SHORT SPECTRAL, S _{ds}	0.346	1 sec SPECTRAL, S _{d1}	0.165
(STRU. STEEL NOT SPEC. DETAILED FOR SEISMIC), R	3	V = S _{ds} /R*W =	0.112*W

FOUNDATION DESIGN

TESTED/ASSUMED CLASS 4 SOILS WITH AN ALLOWABLE BEARING PRESSURE OF 1,000PSF IMPROVED TO 2,500 PSF WITH GRAVEL CUSHION WITH A CONSTANT EXPANSION INDEX LESS THAN 20 AND AN ALLOWABLE LATERAL BEARING PRESSURE OF 2,000 PSF



DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS HARRIS STRUCTURAL ENGINEERING
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
GENERAL NOTES

DATE
3/6/2024

SCALE
NA

DRAWING NO.

S-002.0

GENERAL

1. ALL WORK SHALL BE IN CONFORMANCE WITH THE INTERNATIONAL BUILDING CODE, 2015 EDITION ADOPTED BY THE LOCAL GOVERNING AGENCY, AND ANY APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON DRAWINGS REQUIRING CLARIFICATION OR REVISIONS BEFORE COMMENCING WITH THE WORK.
3. DRAWINGS SHALL NOT BE SCALED. ALL DIMENSIONS RELATED TO EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR.
4. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
5. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL BE OF SAME NATURE AS SIMILAR CONDITIONS ON THE PROJECT.
6. DETAILS MAY BE DEPICTED DIAGRAMMATICALLY. FOR EXAMPLE, ROOF PITCHES, FLOOR/ROOF/WALL THICKNESSES, FRAMING MEMBERS, ETC., MAY DIFFER IN SCALE FROM ACTUAL PROPOSED CONDITIONS. DETAILS SHALL BE UNDERSTOOD IN CONTEXT WITH OTHER DRAWINGS CONVEYING STRUCTURAL AND ARCHITECTURAL DESIGN INTENT.
7. SEE ARCHITECTURAL DRAWINGS FOR WALL LOCATIONS AND DIMENSIONS, UNLESS OTHERWISE NOTED.
8. REFER TO ARCHITECTURAL PLANS FOR FINISH FLOOR ELEVATIONS, FLOOR DEPRESSIONS, OPENINGS, SLOPES, DRAINS, CURBS, PADS, EMBEDDED ITEMS, NON-BEARING PARTITIONS, STAIRS, ETC. REFER TO CIVIL, MECHANICAL AND ELECTRICAL PLANS FOR UTILITIES, SLEEVES, PIPES, DUCTS, EQUIPMENT, ETC.
9. DIMENSIONS, UNLESS OTHERWISE SHOWN, ARE TO CENTERLINE OF COLUMNS AND BEAMS, OR TO THE FACE OF CONCRETE SURFACES AND ROUGH FRAMING.
10. SHOP DRAWINGS ARE AN AID FOR FIELD PLACEMENT AND ARE SUPERSEDED BY THE STRUCTURAL DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO MAKE CERTAIN THAT ALL CONSTRUCTION IS IN FULL AGREEMENT WITH THE LATEST APPROVED PLANS.
11. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, AND, EXCEPT WHERE SPECIFICALLY SHOWN, DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES, TECHNIQUES, SAFETY AND SEQUENCE.
12. THE ENGINEER IS NOT IN RESPONSIBLE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN ASSOCIATION WITH THE WORK, FOR THE ACTS OF OR OMISSIONS BY THE CONTRACTOR, SUBCONTRACTOR OR ANY PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
13. ALL SHORING AND BRACING DESIGN, MATERIALS AND INSTALLATION SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. SHORING AND BRACING SHALL BE LEFT IN PLACE AS LONG AS MAY BE REQUIRED FOR SAFETY AND UNTIL STRUCTURAL CONSTRUCTION IS COMPLETE.
14. CONTACT ENGINEER PRIOR TO CONSTRUCTION IF ALTERNATES OR SUBSTITUTIONS ARE DESIRED.

PRODUCT SUBSTITUTIONS

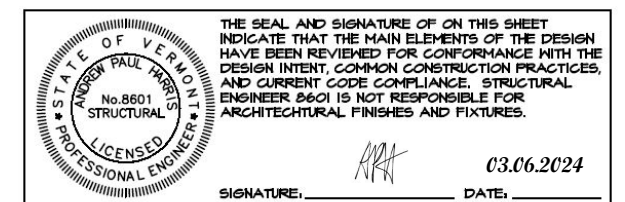
1. MATERIAL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO USE. SUBSTITUTION REVIEWS MAY REQUIRE ADDITIONAL DESIGN COSTS. THESE ADDITIONAL COSTS SHALL BE PAID BY THE PERSON OR COMPANY REQUESTING THE SUBSTITUTION.
2. SUBSTITUTED PRODUCTS SHALL HAVE I.C.C. APPROVAL AND SHALL BE INSTALLED PER PRODUCT MANUFACTURER'S SPECIFICATIONS. SUBSTITUTED PRODUCT MATERIALS, FINISHES, DETAILS, AND INSTALLATION SHALL BE OF A NATURE SIMILAR TO ORIGINALLY SPECIFIED PRODUCT SO AS TO NOT CONFLICT WITH ANY INTENDED STRUCTURAL OR ARCHITECTURAL DESIGN CONDITIONS, WHETHER DEPICTED OR IMPLIED ON PLANS OR SPECIFICATIONS. THE SUBSTITUTED PRODUCT SHALL HAVE DESIGN VALUES (I.E. DESIGN LOADS, IMPACT RESISTANCE, ETC.) WHICH SHALL BE EQUAL TO OR GREATER THAN THE ORIGINALLY SPECIFIED PRODUCT. ANY AND ALL WARRANTIES OFFERED BY THE ORIGINALLY SPECIFIED PRODUCT MANUFACTURER FOR THE ITEM TO BE SUBSTITUTED SHALL HAVE SIMILAR WARRANTIES OFFERED BY THE SUBSTITUTED PRODUCT MANUFACTURER.
3. SUBMIT TO THE ENGINEER A LIST OF ONLY THE ITEMS TO BE SUBSTITUTED, COMPLETE WITH ALL PERTINENT MATERIAL INCLUDING BUT NOT LIMITED TO MANUFACTURER'S SUPPLIED DESIGN LOADS LISTED FOR THE ORIGINALLY SPECIFIED PRODUCT AND THE PROPOSED SUBSTITUTION PRODUCT.

SPECIAL CONTRACTOR NOTE

1. THE CONTR. SHALL VERIFY THE AVAILABILITY OF ALL PRODUCTS BEFORE PROCEEDING W/ CONSTR. ESPECIALLY THOSE ITEMS AFFECTING ROUGH OPENING DIMS. OR OTHER DIMS. ON THE PLANS. ALL MFRD. MAT., COMPONENTS, FASTENERS, ASSEMBLIES, ETC. SHALL BE HANDLED AND INSTALLED IN CONFORMANCE W/ MFRS. SPECS. & INSTRUCTIONS. WHERE SPECIFIC PRODUCTS ARE CALLED FOR, GENERIC EQUALS WHICH MEET APPLICABLE STANDARDS & SPEC'S. MAY BE USED, W/ ENG. APPROVAL.

S

STRUCTURAL



DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS HARRIS STRUCTURAL ENGINEERING
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

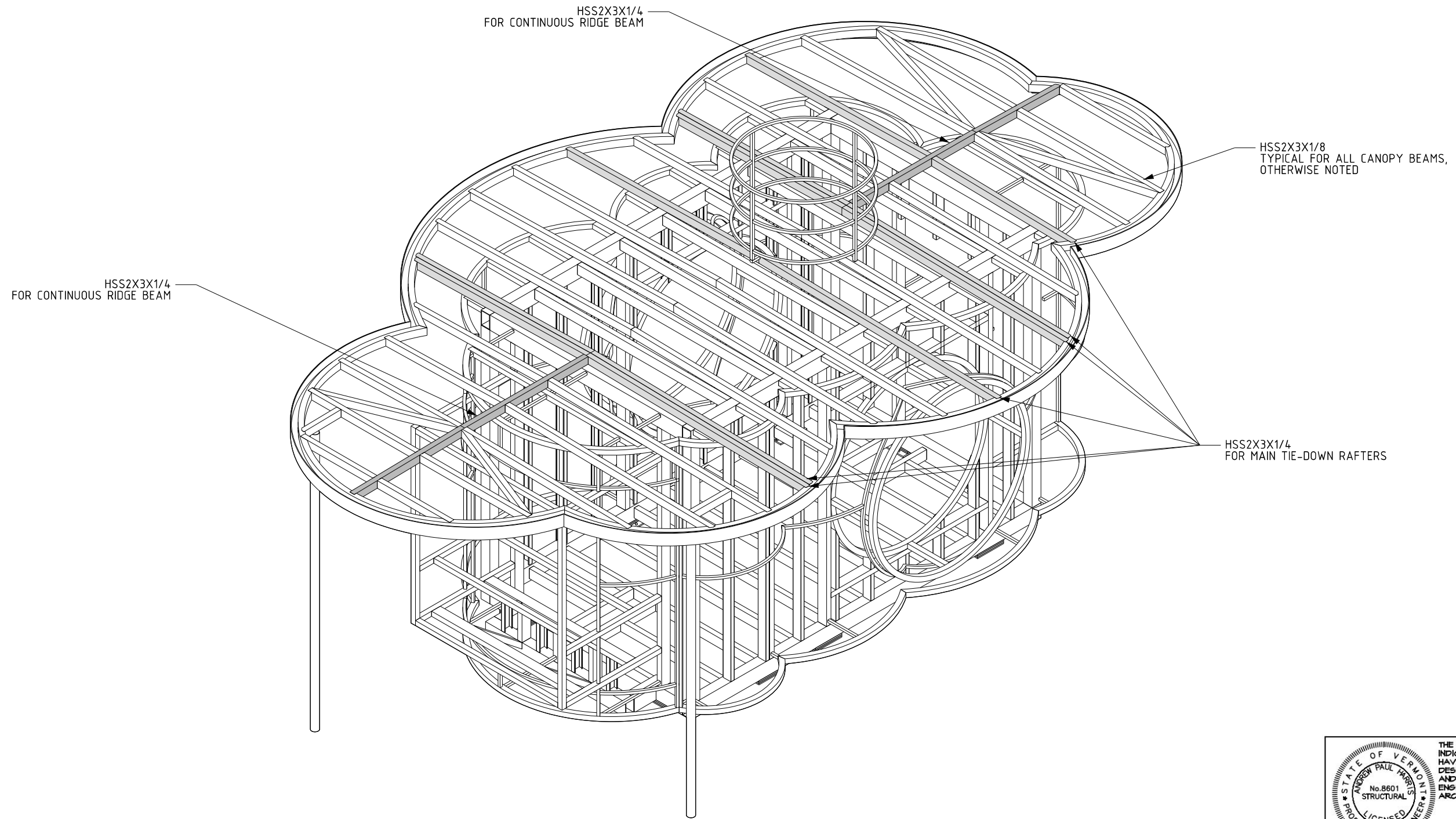
DRAWING TITLE
GENERAL NOTES

DATE
3/6/2024

SCALE
NA

DRAWING NO.

S-003.0



1
LOOKING FROM SOUTH/EAST CORNER
KIOSK FRAMING
SCALE: NTS

THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 8601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

STATE OF VERMONT
ANDREW PAUL HARRIS
No. 8601
STRUCTURAL
LICENSED PROFESSIONAL ENGINEER

SIGNATURE: *APH* DATE: 03.06.2024

DESIGN-BUILD
RENZ + E | x WADE AND LETA
STUDIO SEO
HARRIS STRUCTURAL ENGINEERING
ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

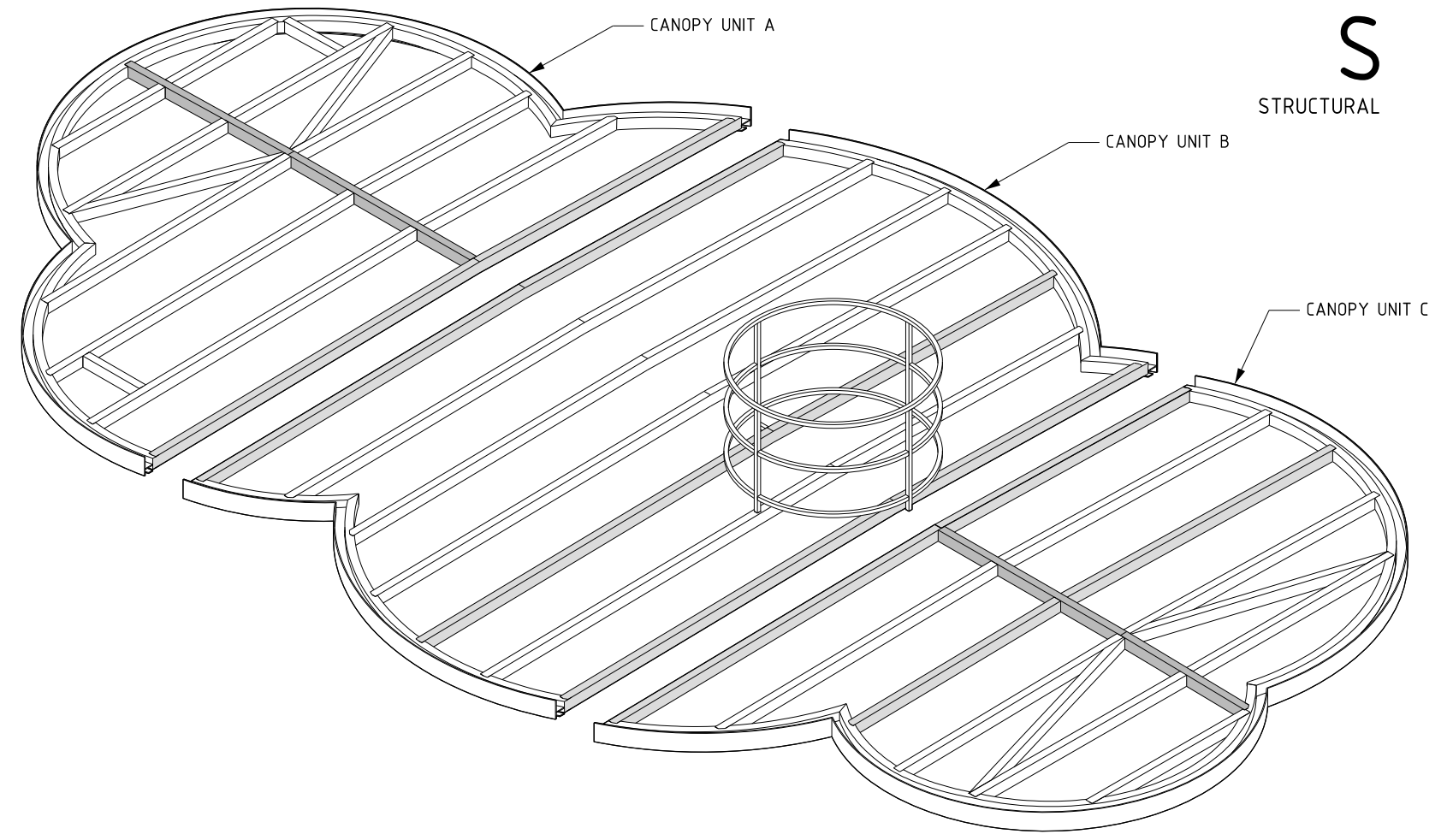
PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
AXONOMETRIC VIEW
DATE
3/6/2024

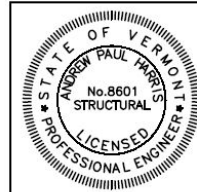
SCALE
NTS

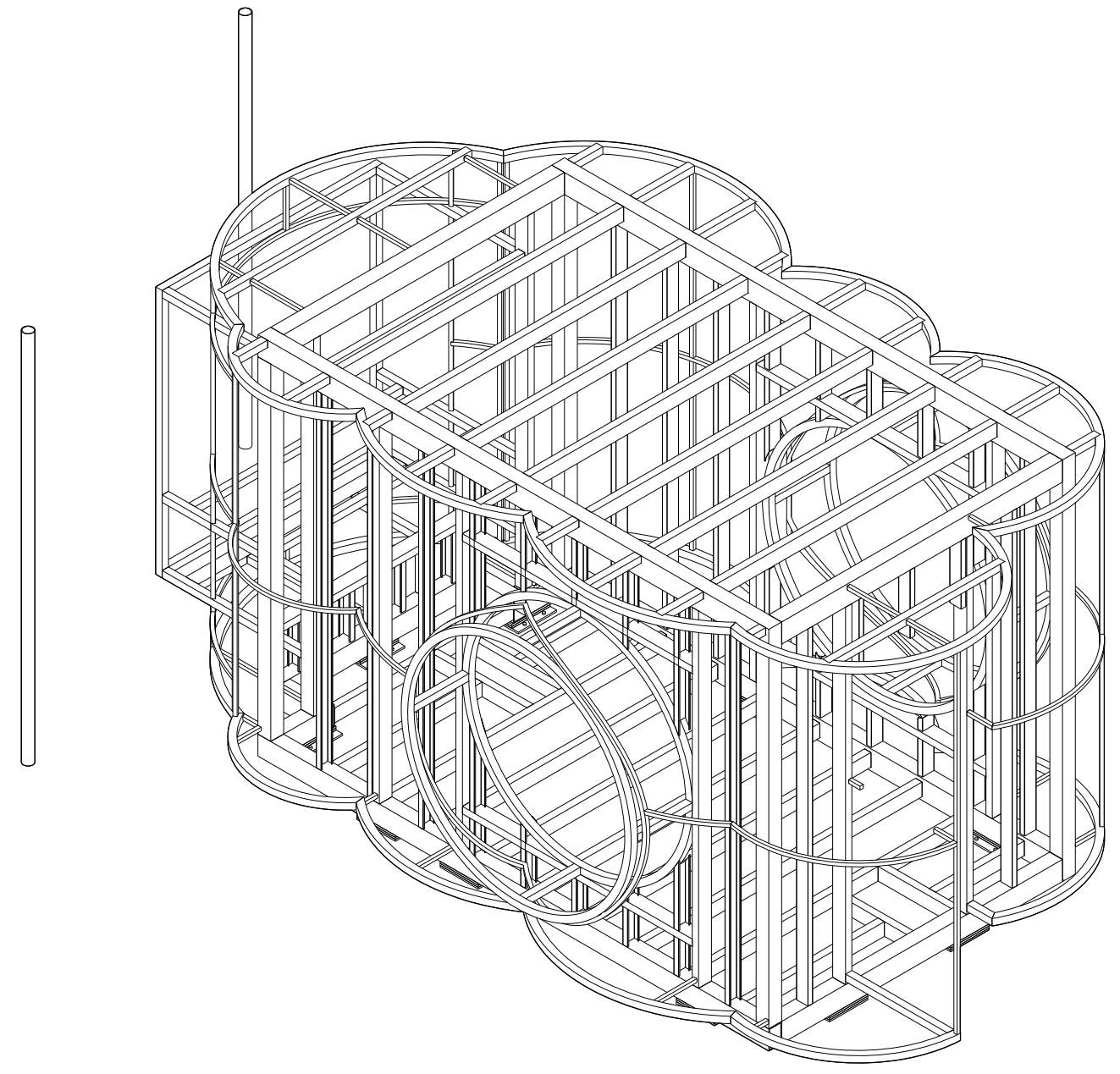
DRAWING NO.
S-040.0



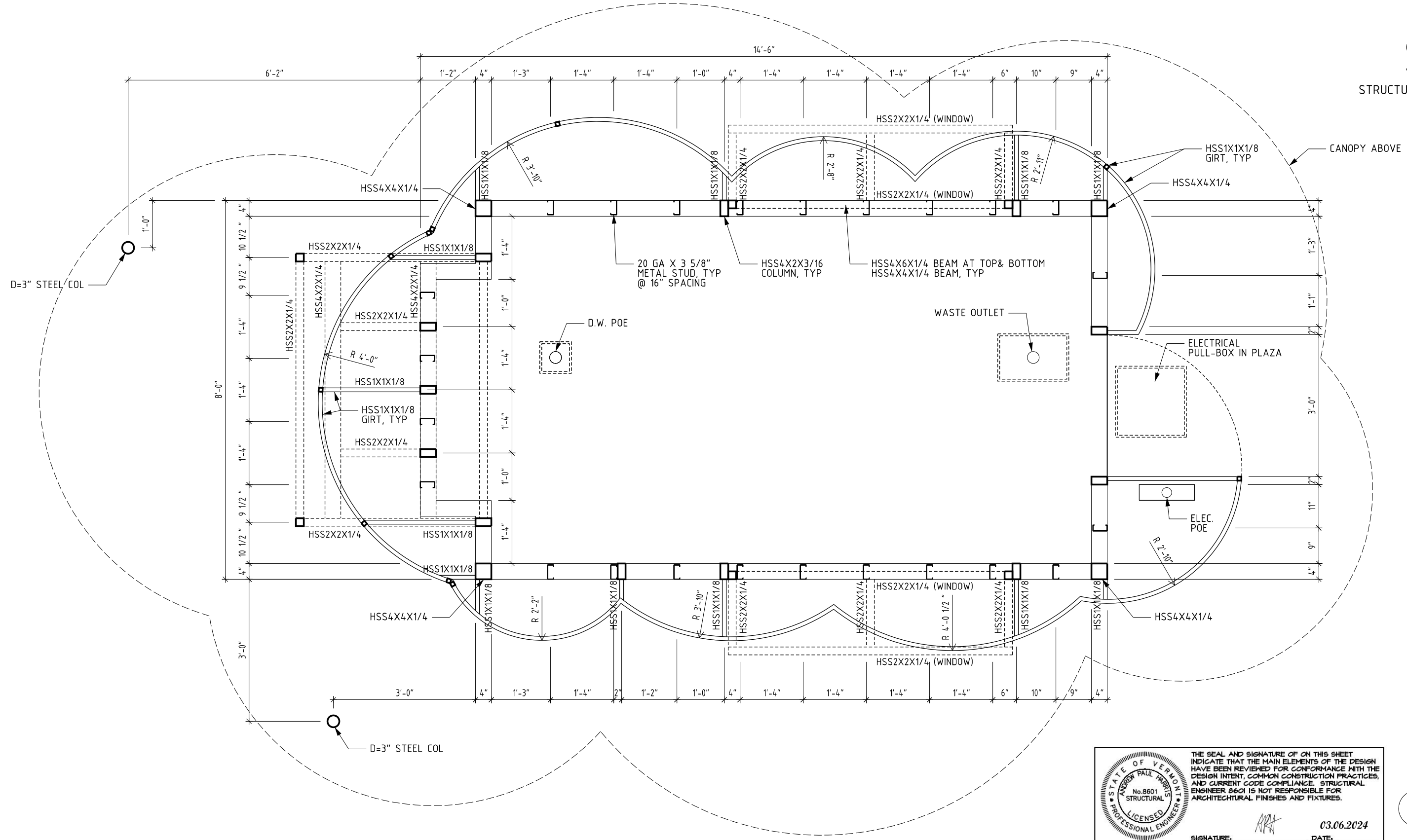
1
LOOKING FROM NORTH/EAST CORNER
CANOPY UNITS
SCALE: NTS

THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 0601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.


 SIGNATURE: *APA* DATE: 03.06.2024



2
LOOKING FROM NORTH/EAST CORNER
KIOSK FRAMING WITHOUT SKIN
SCALE: NTS



THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 0601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

STATE OF VERMONT
ANDREW PAUL HARRIS
No. 8601
STRUCTURAL
LICENSED
PROFESSIONAL ENGINEER

SIGNATURE: *ARR* DATE: 03.06.2024



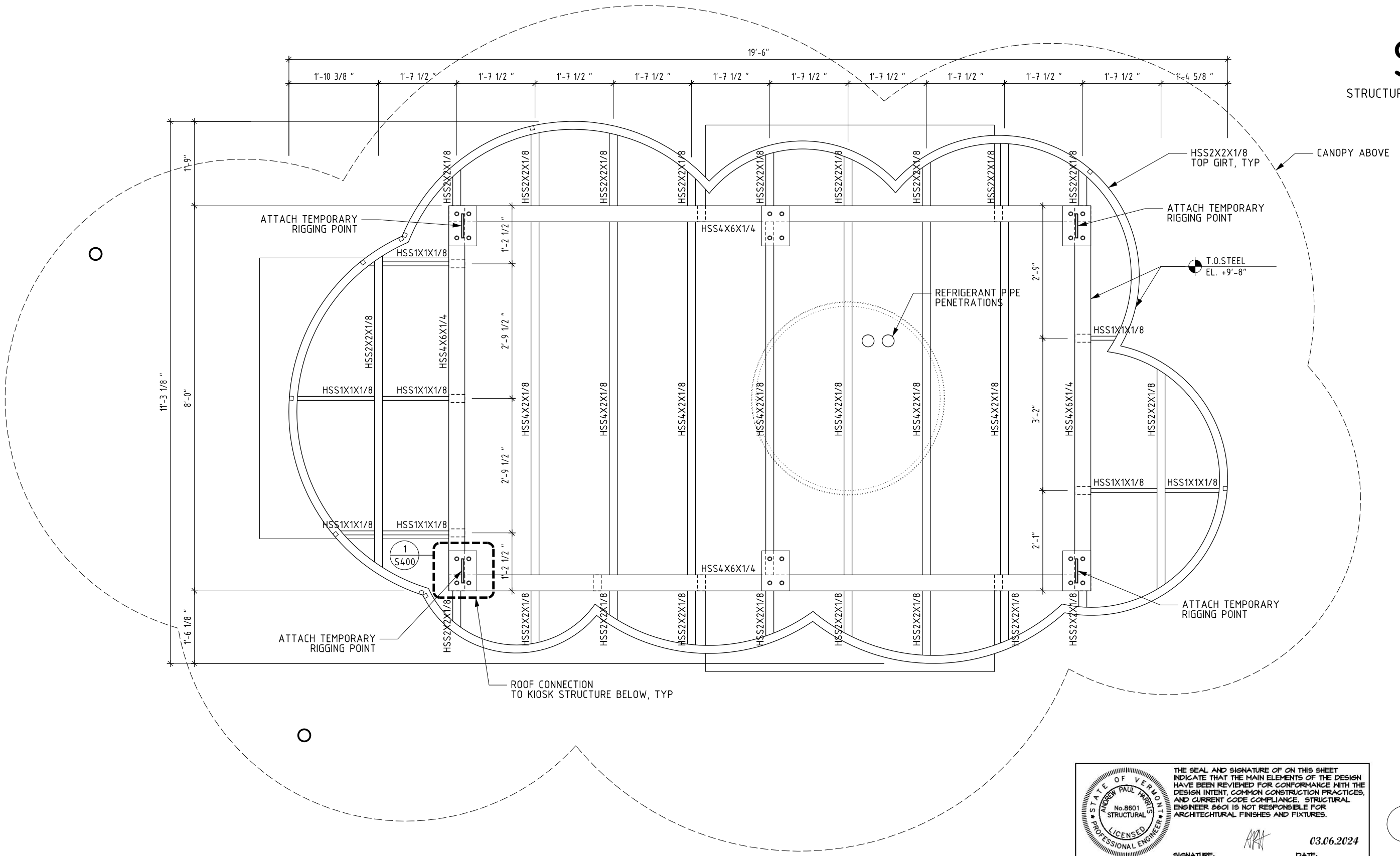
DESIGN-BUILD
RENZ + E | WADE AND LETA
STUDIO SEO
HARRIS STRUCTURAL ENGINEERING
ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO


PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

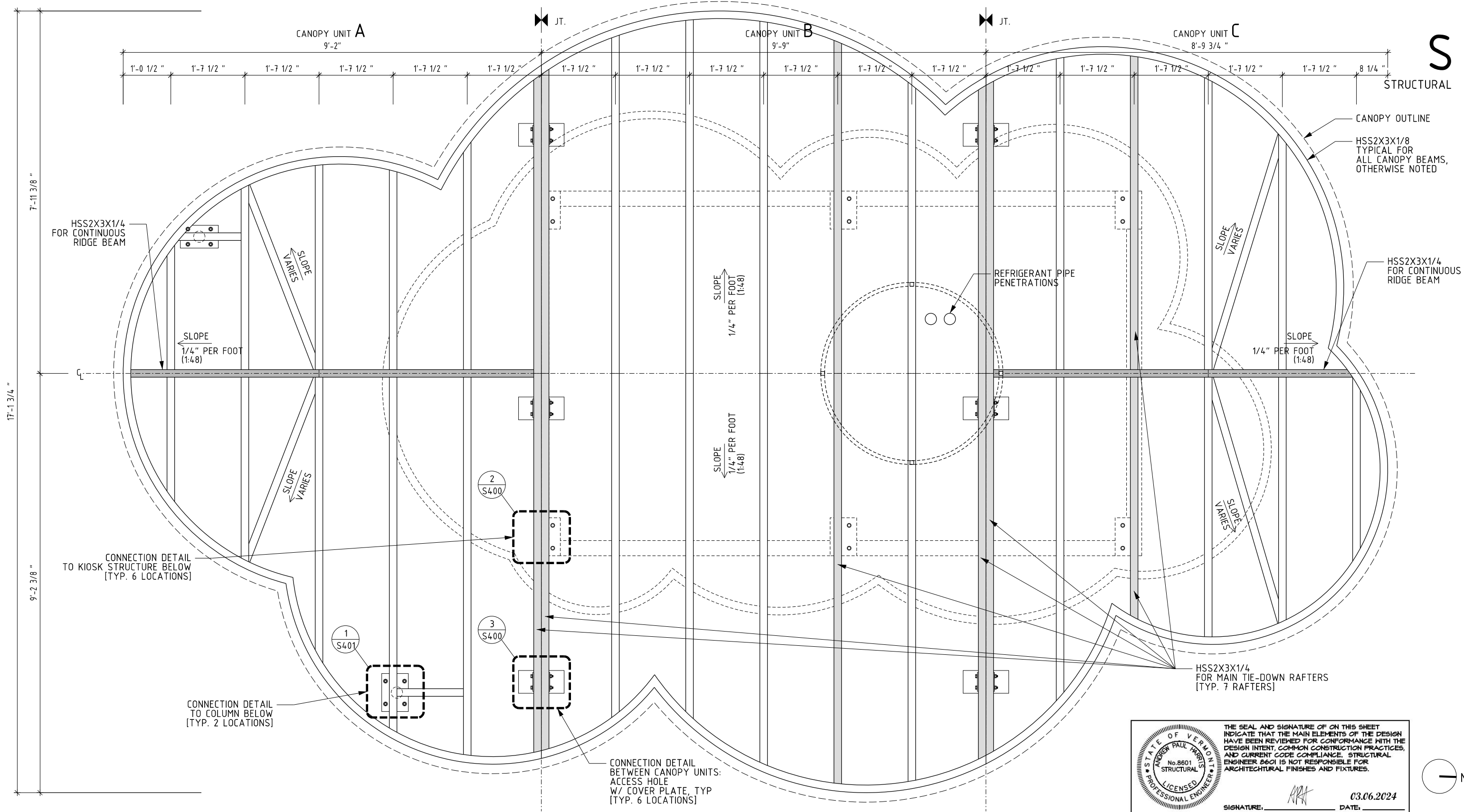
DRAWING TITLE
FRAMING PLAN - FIRST FLOOR
DATE
3/6/2024
SCALE
1/2" = 1'-0"

DRAWING NO.
S-101.0



THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 8601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.


 SIGNATURE: APH DATE: 03.06.2024



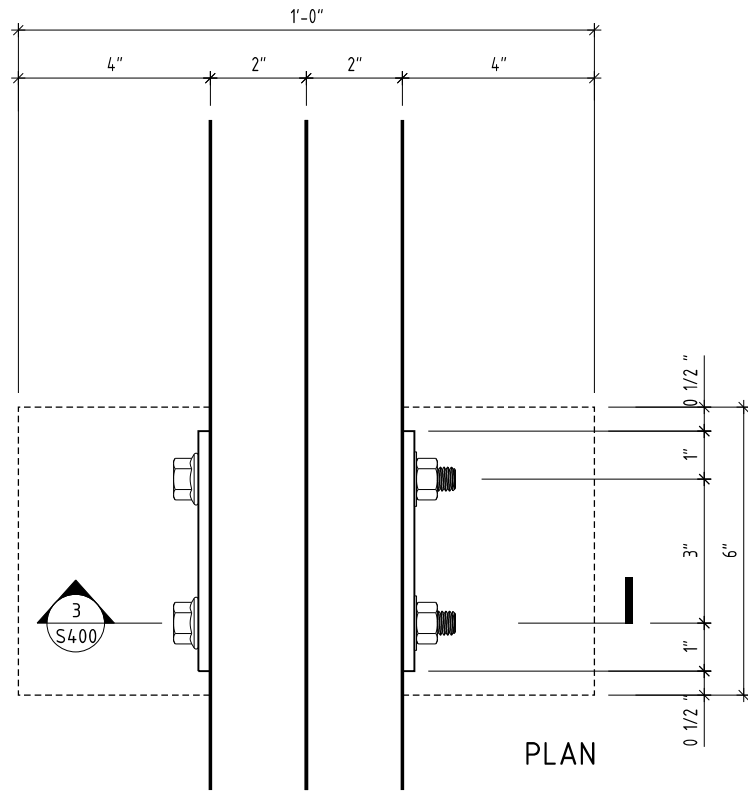
DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

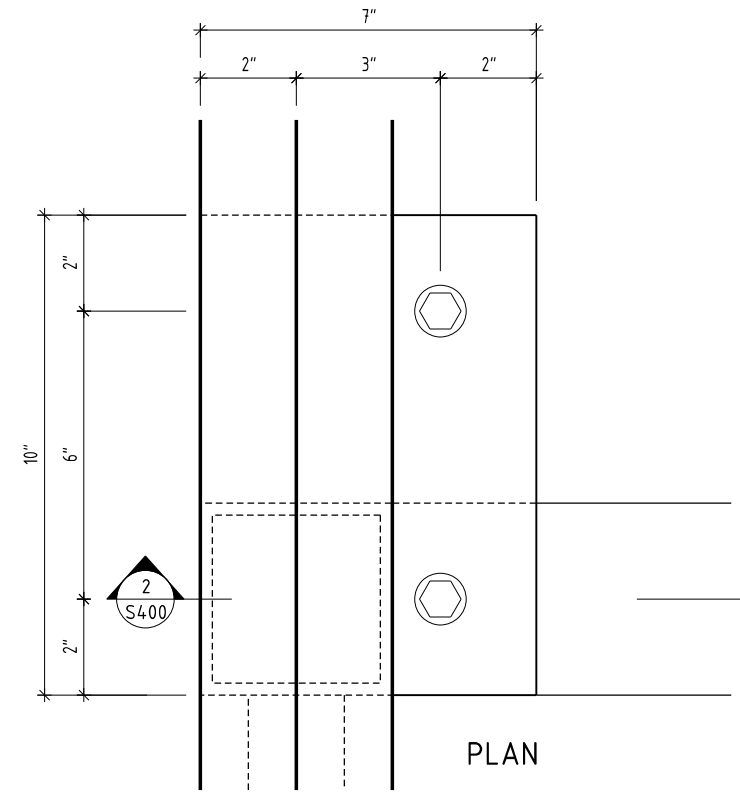
PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
 FRAMING PLAN - CANOPY
 DATE
 3/6/2024
 SCALE
 1/2" = 1'-0"

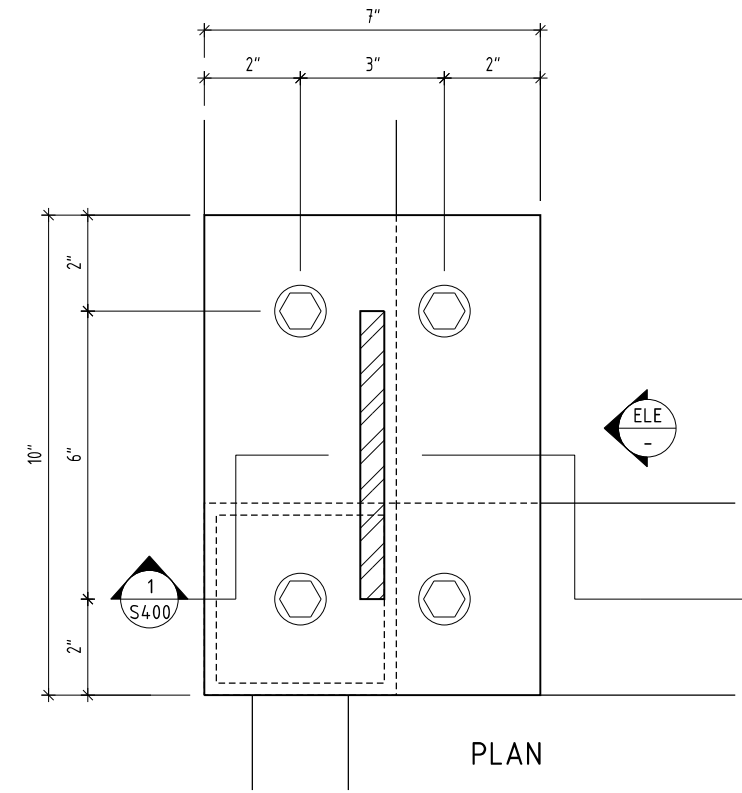
DRAWING NO.
S-103.0



PLAN



PLAN

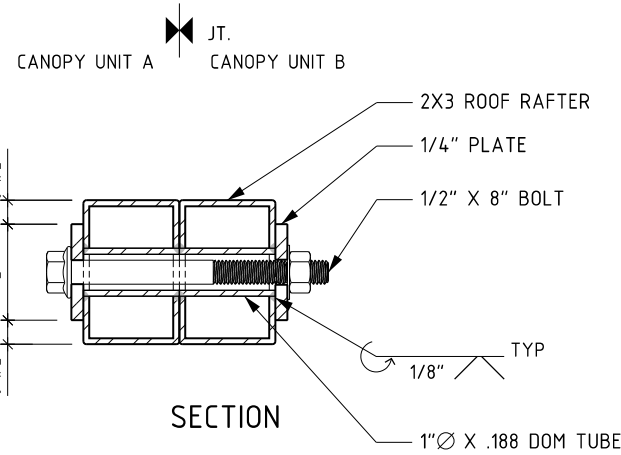


PLAN

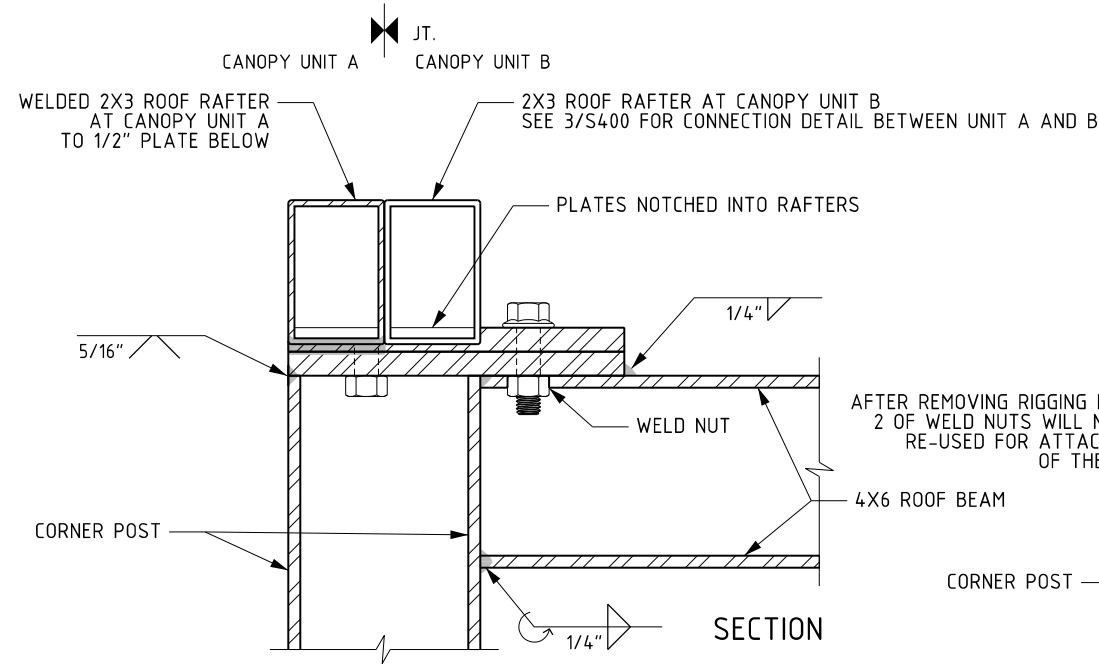
THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER & 601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

STATE OF VERMONT
ANDREW PAUL HARRIS
No. 8601
STRUCTURAL
LICENSED PROFESSIONAL ENGINEER

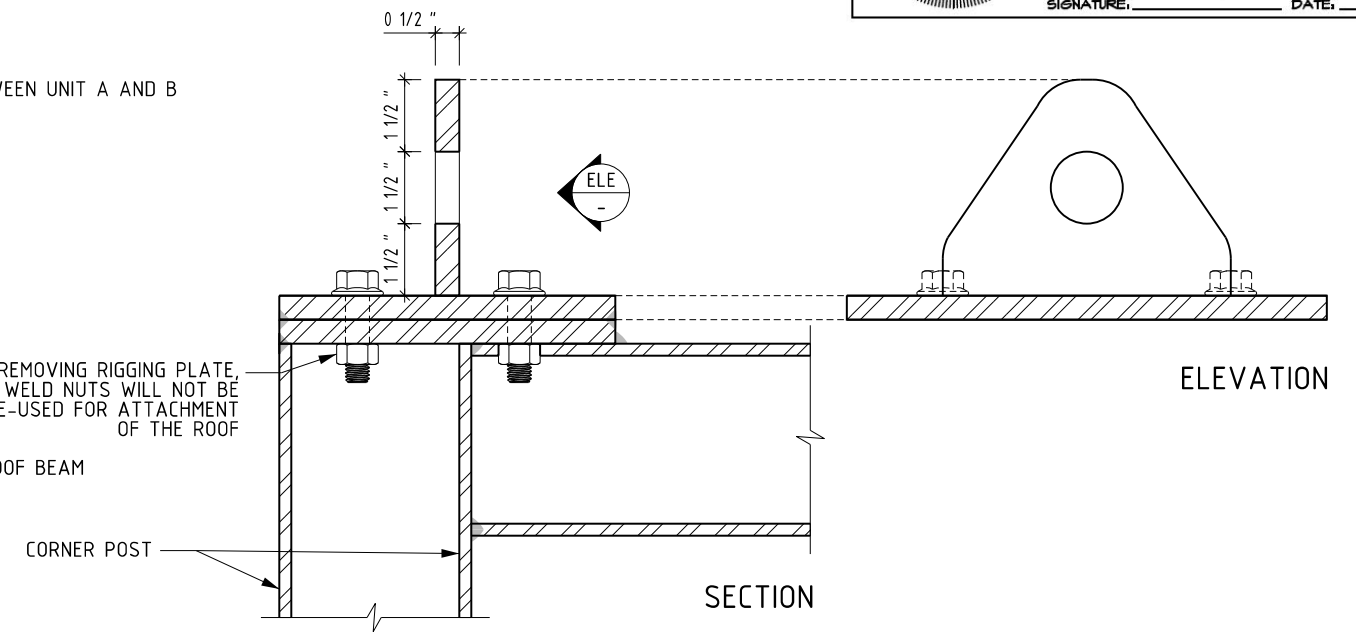
SIGNATURE: *ARR* DATE: 03.06.2024



SECTION



SECTION



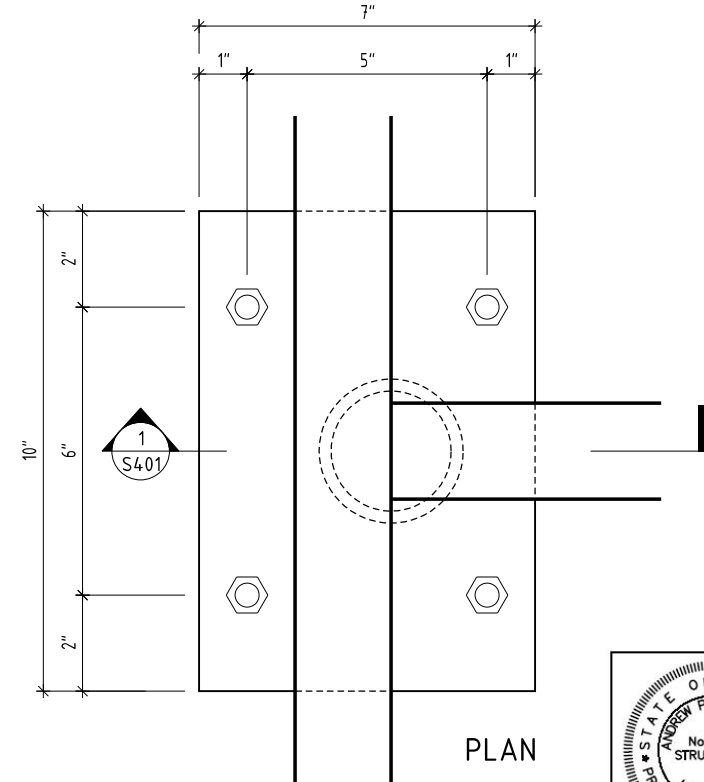
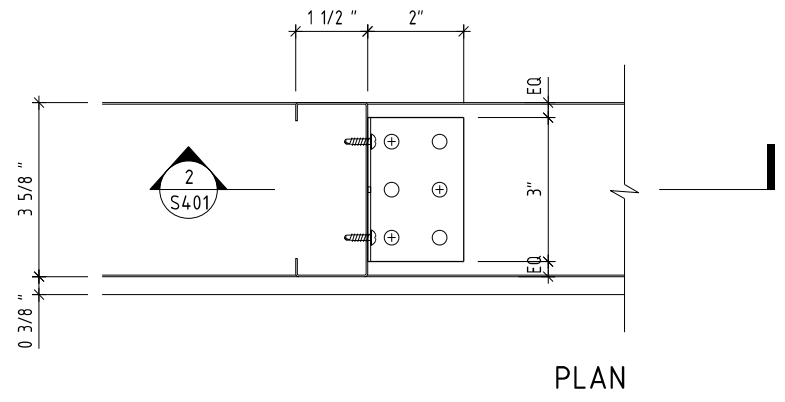
SECTION

ELEVATION

3 CONNECTION DETAIL BETWEEN CANOPY UNITS
SCALE: 3"=1'-0"

2 CONNECTION DETAIL TO KIOSK STRUCTURE BELOW
SCALE: 3"=1'-0"

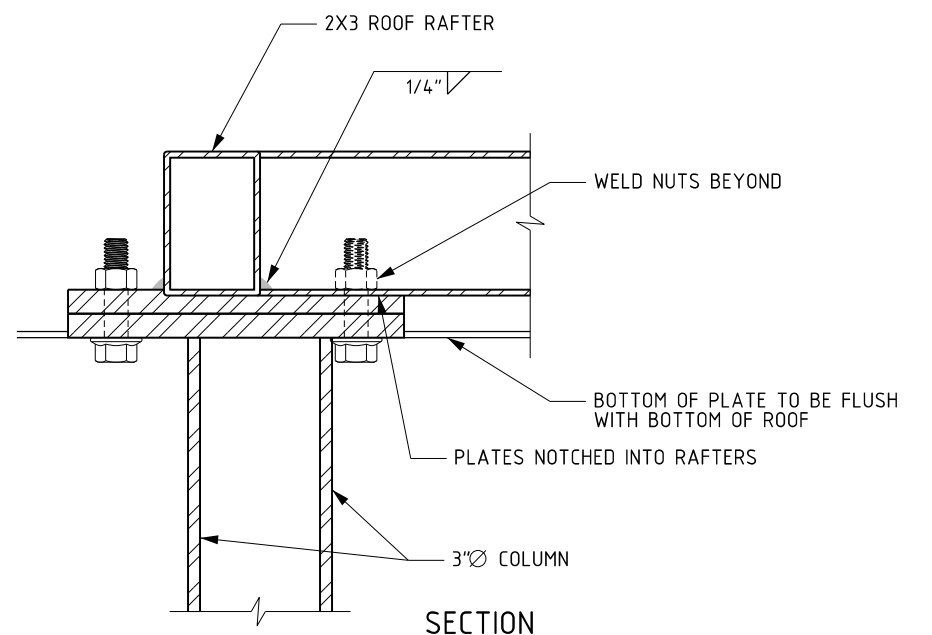
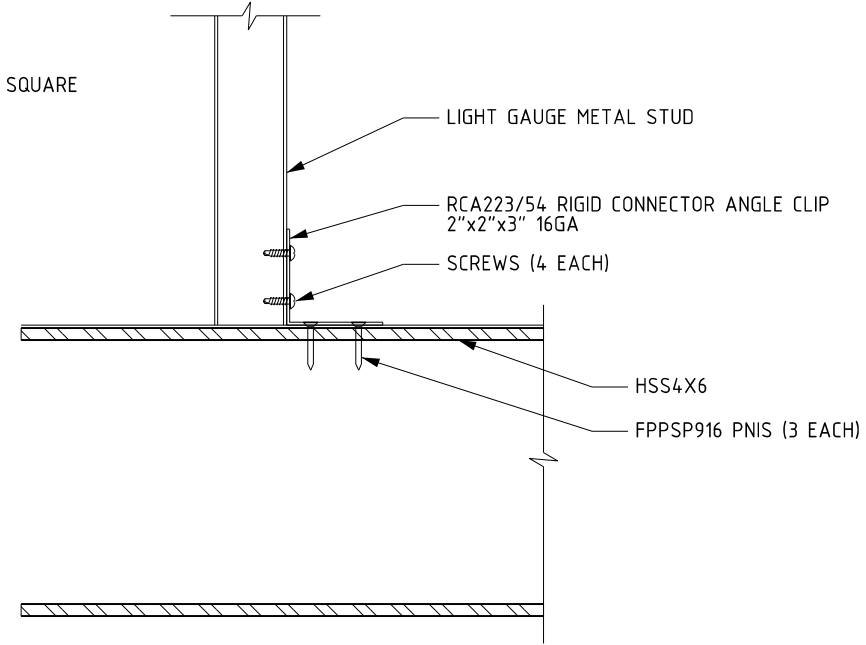
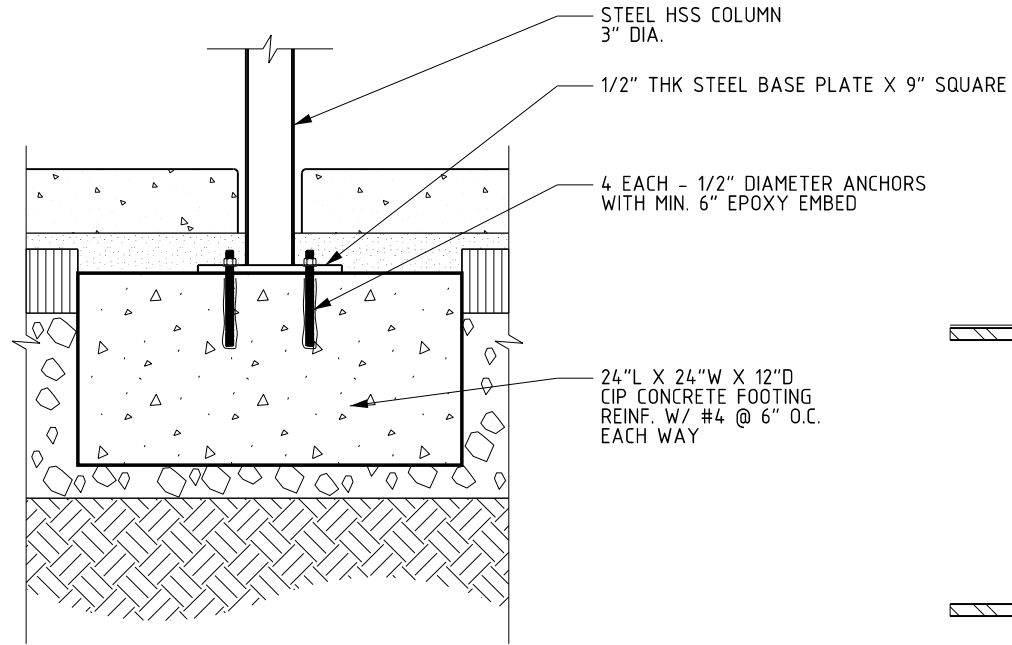
1 TEMPORARY RIGGING DETAIL
SCALE: 3"=1'-0"



THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 8601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

ANDREW PAUL THRENTS
No. 8601
STRUCTURAL
LICENSED PROFESSIONAL ENGINEER

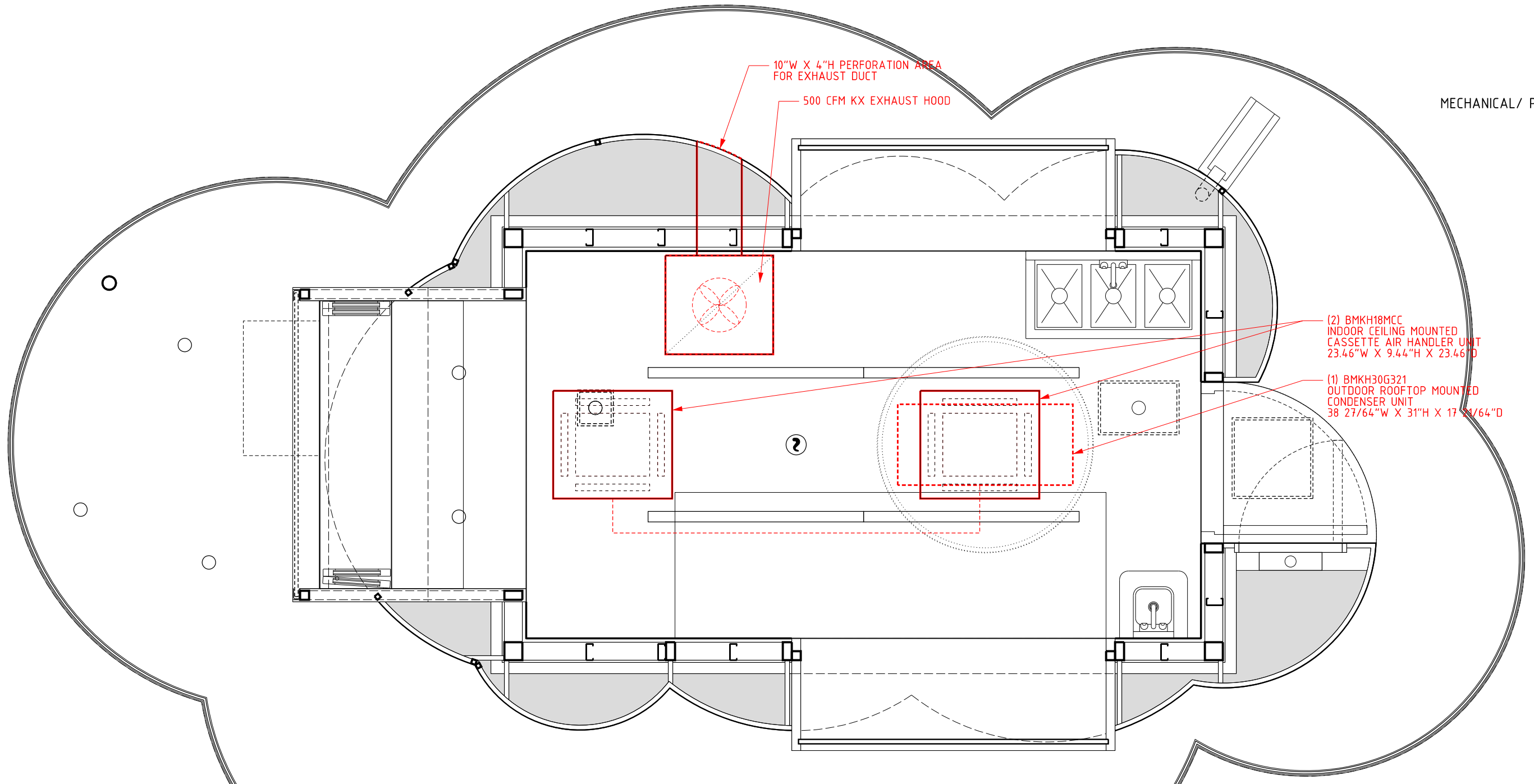
SIGNATURE: *APT* DATE: 03.06.2024



3 STEEL COLUMN FOUNDATION DETAIL
SCALE: 1"=1'-0"

2 CONNECTION DETAIL STUD TO STRUCTURE STEEL
SCALE: 3"=1'-0"

1 CONNECTION DETAIL TO COLUMN BELOW
SCALE: 3"=1'-0"



MECHANICAL EQUIPMENT SCHEDULE

ITEM TAG	MODEL NUMBER	DESCRIPTION	VOLTAGE	F.L.A.	HP	CFM
EF-1	THOR KITCHEN TRH2406	EXHAUST HOOD	120V	3	1/2	500
AC-1	BLUERIDGE BMKH18MCC	CEILING AC CASSETTE	208V	5	1.4	N/A
AC-2	BLUERIDGE BMKH18MCC	CEILING AC CASSETTE	208V	5	1.4	N/A
OU-1	BLUERIDGE BMM18C	OUTDOOR UNIT	208V	18	5	N/A

PLUMBING EQUIPMENT SCHEDULE

ITEM TAG	MODEL NUMBER	DESCRIPTION	VOLTAGE	F.L.A.	HP	GPH / CAPACITY
K	REGENCY 600S31014X	TRIPLE COMPARTMENT SINK	N/A	N/A	N/A	N/A
L	STEELTON 522HS1216S	HANDWASH SINK	N/A	N/A	N/A	N/A
P	STIEBEL ELTRON 235089	WATER HEATER	120	11.3	N/A	6GAL
Q	ZURN GT700-4	14# GREASE INTERCEPTOR	N/A	N/A	N/A	4GPM



DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

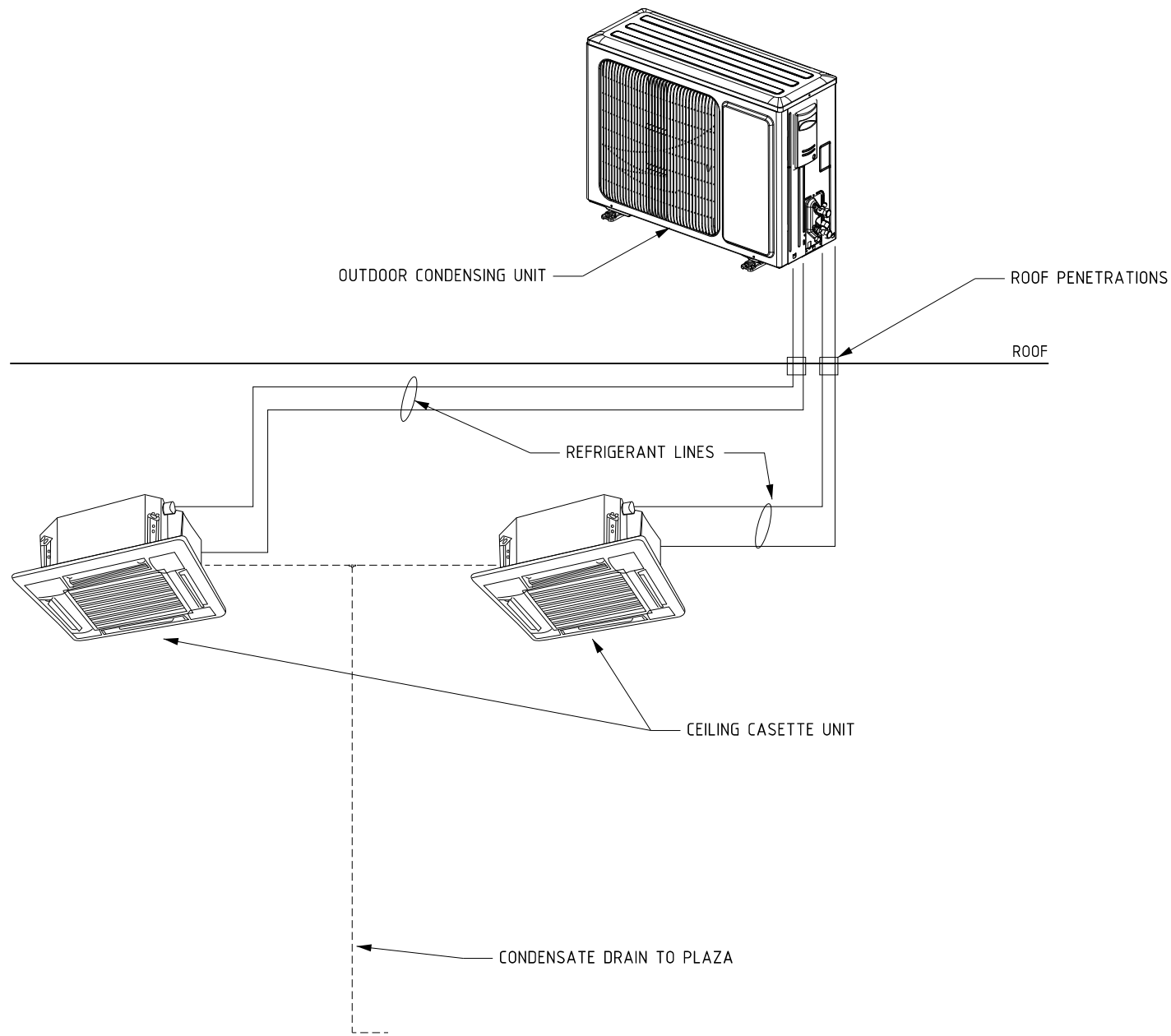
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
MECHANICAL/ PLUMBING PLAN - FIRST FLOOR

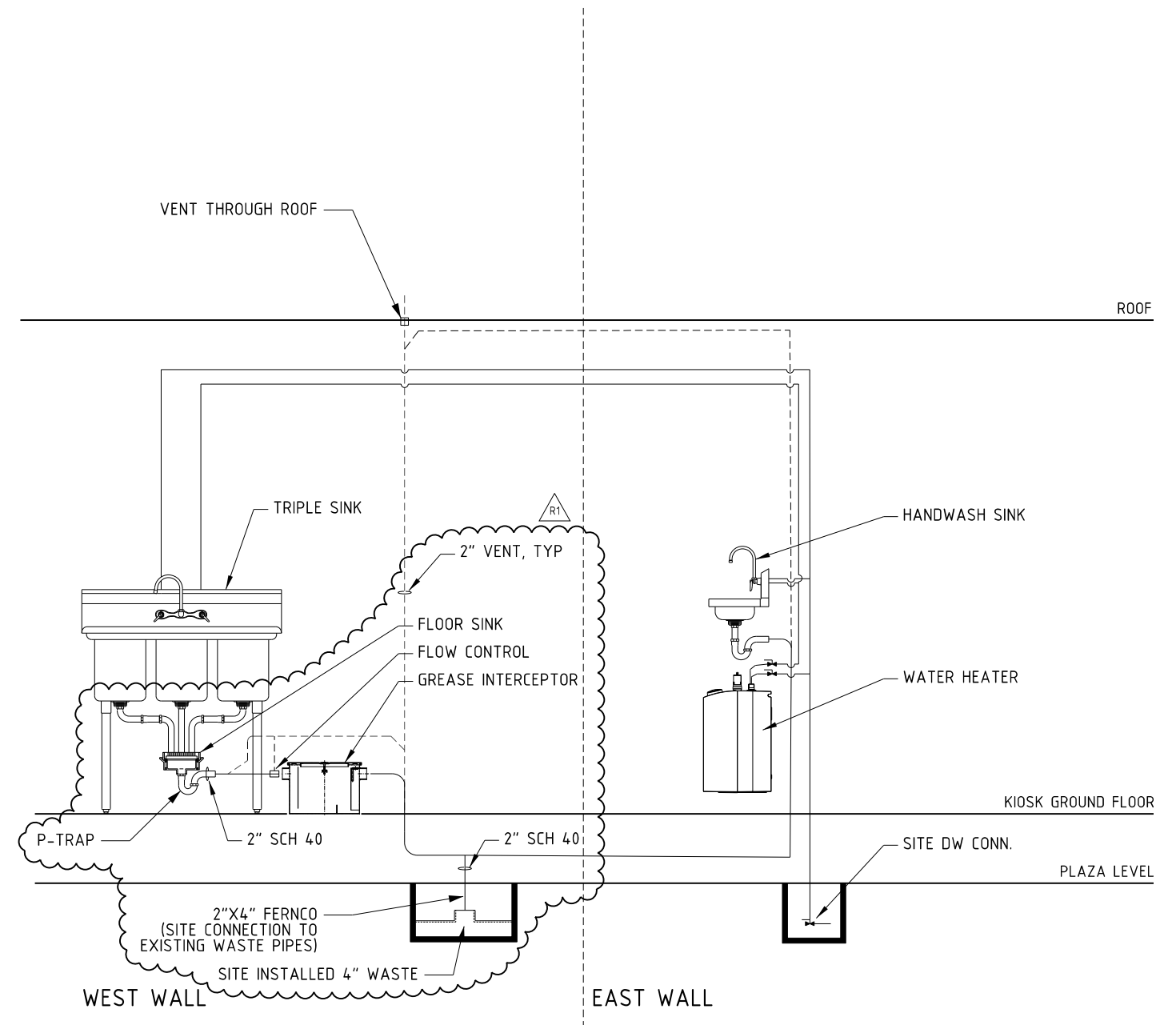
DATE
3/6/2024

SCALE
1/2" = 1'-0"

DRAWING NO.
M-100.0



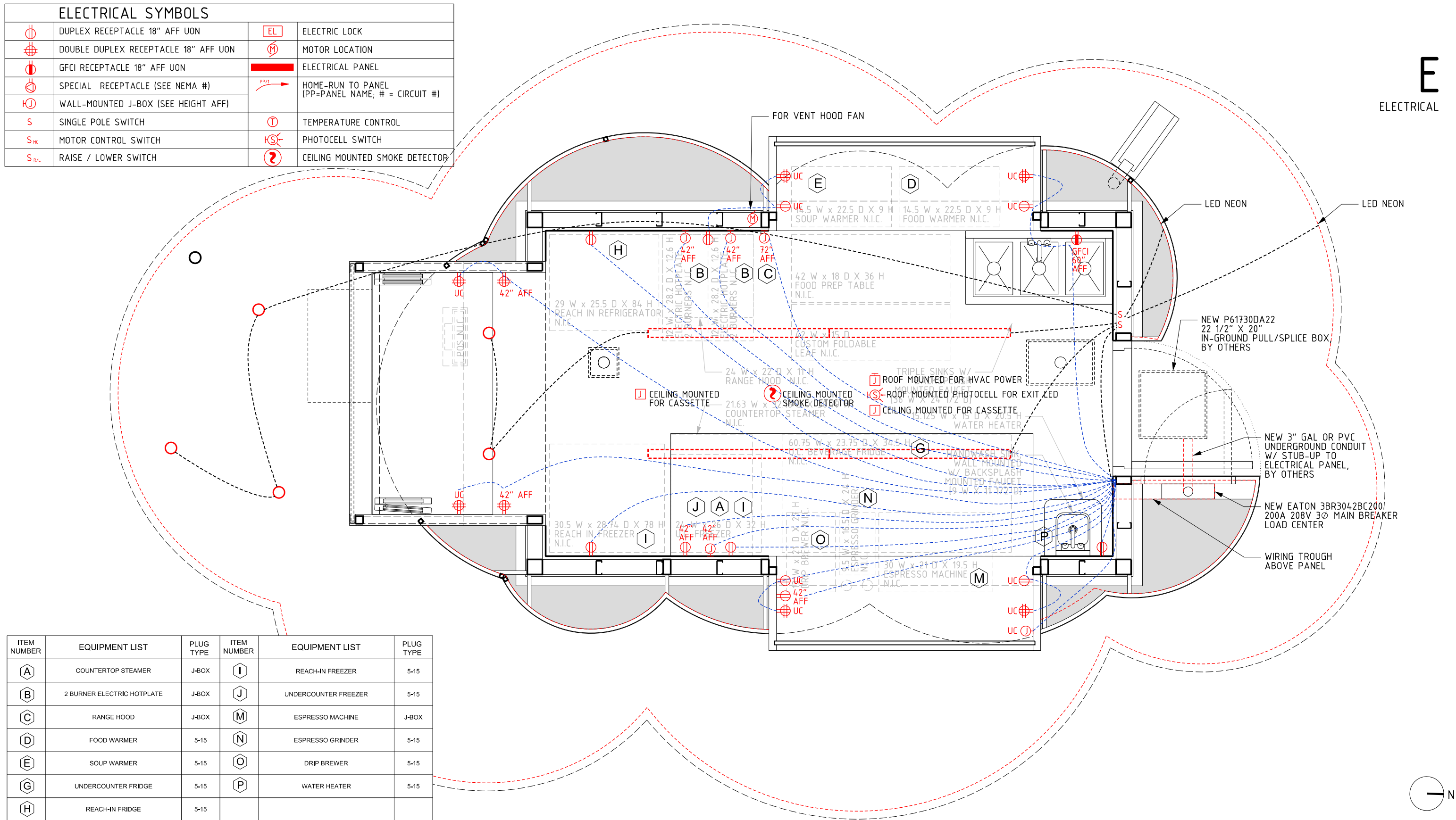
HVAC RISER DETAIL



PLUMBING RISER DETAIL

ELECTRICAL SYMBOLS			
	DUPLEX RECEPTACLE 18" AFF UON		ELECTRIC LOCK
	DOUBLE DUPLEX RECEPTACLE 18" AFF UON		MOTOR LOCATION
	GFCI RECEPTACLE 18" AFF UON		ELECTRICAL PANEL
	SPECIAL RECEPTACLE (SEE NEMA #)		HOME-RUN TO PANEL (PP= PANEL NAME; # = CIRCUIT #)
	WALL-MOUNTED J-BOX (SEE HEIGHT AFF)		TEMPERATURE CONTROL
	SINGLE POLE SWITCH		PHOTOCELL SWITCH
	MOTOR CONTROL SWITCH		CEILING MOUNTED SMOKE DETECTOR
	RAISE / LOWER SWITCH		

E
ELECTRICAL



ITEM NUMBER	EQUIPMENT LIST	PLUG TYPE	ITEM NUMBER	EQUIPMENT LIST	PLUG TYPE
A	COUNTERTOP STEAMER	J-BOX	I	REACH-IN FREEZER	5-15
B	2 BURNER ELECTRIC HOTPLATE	J-BOX	J	UNDERCOUNTER FREEZER	5-15
C	RANGE HOOD	J-BOX	M	ESPRESSO MACHINE	J-BOX
D	FOOD WARMER	5-15	N	ESPRESSO GRINDER	5-15
E	SOUP WARMER	5-15	O	DRIP BREWER	5-15
G	UNDERCOUNTER FRIDGE	5-15	P	WATER HEATER	5-15
H	REACH-IN FRIDGE	5-15			

DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
ELECTRICAL PLAN - FIRST FLOOR
 DATE
 3/6/2024
 SCALE
 1/2" = 1'-0"

DRAWING NO.
E-100.0

		208Y/120V		PP-1										BUS: 200 AMP			
		BURLINGTON CHP KIOSK		3Ø-4W												MAIN: 200 AMP CB	
ITEM NUMBER		LOAD SERVED	WIRE SIZE	TRIP	POLE	LOAD IN kVA						POLE	TRIP	WIRE SIZE	LOAD SERVED	ITEM NUMBER	
						ØA		ØB		ØC							
A	1	COUNTERTOP STEAMER	3#8+G - BX	30	3	3.58	2.35					2	30	3#8+G - BX	ESPRESSO MACHINE	2	
	3							3.58	2.35							4	
	5								3.58	2.71							6
P	7	WATER HEATER	2#12+G - BX	20	1	1.36	2.71					2	30	3#8+G - BX	DRIP BREWER	8	
	9	2-BURNER HOTPLATE	3#8+G - BX	30	2			2.26	1.87		2					25	3#8+G - BX
B	11											2.26	1.87		12		
	C	13	RANGE HOOD	2#12+G - BX	20	1	0.6	2.26				2	30	3#8+G - BX	2-BURNER HOTPLATE	14	
15		ROLL-UP DOOR	2#12+G - BX	20	1			0.42	2.26		16						
G	17	P.O.S. SYSTEM	2#12+G - BX	20	1					1.6	0.6	1	20	2#12+G - BX	FOOD WARMER	18	
	19	UC REFRIGERATOR	2#12+G - BX	20	1	0.62	0.34									1	20
J	21	UC FREEZER	2#12+G - BX	20	1			0.16	0.84			1	20	2#12+G - BX	ESPRESSO GRINDER	22	
	23	INTERIOR LIGHTING	2#12+G - BX	20	1					0.24	0.18	1	20	2#12+G - BX	UPRIGHT REACH-IN FRIDGE	24	
	25	EXTERIOR DOWNLIGHTS ^{RI}	2#12+G - BX	20	1	0.18	0.18					1	20	2#12+G - BX	UPRIGHT REACH-IN FREEZER	26	
	27	OUTLETS	2#12+G - BX	20	1			0.18	0.18			1	20	2#12+G - BX	EXTERIOR LIGHTING LED STRIP ^{RI}	28	
	29	OUTLETS	2#12+G - BX	20	1					0.18	0.18	1	20	2#12+G - BX	OUTLETS	30	
	31	OUTLETS	2#12+G - BX	20	1	0.18	0.18					1	20	2#12+G - BX	OUTLETS	32	
	33	OUTLETS	2#12+G - BX	20	1			0.18	0.18			1	20	2#12+G - BX	OUTLETS	34	
	35	OUTLETS	2#12+G - BX	20	1					0.18	0.18	1	20	2#12+G - BX	OUTLETS	36	
	37	SPARE		20	1	0	0					1	20		SPARE	38	
	39	SPARE		20	1					0	0	1	20		SPARE	40	
	41	SPARE		20	1					0	0	1	20		SPARE	42	
LOAD PER PHASE						14.54		14.46		13.76							
TOTAL:						42.76 kVA			~168 AMPS								

Exhibit D:

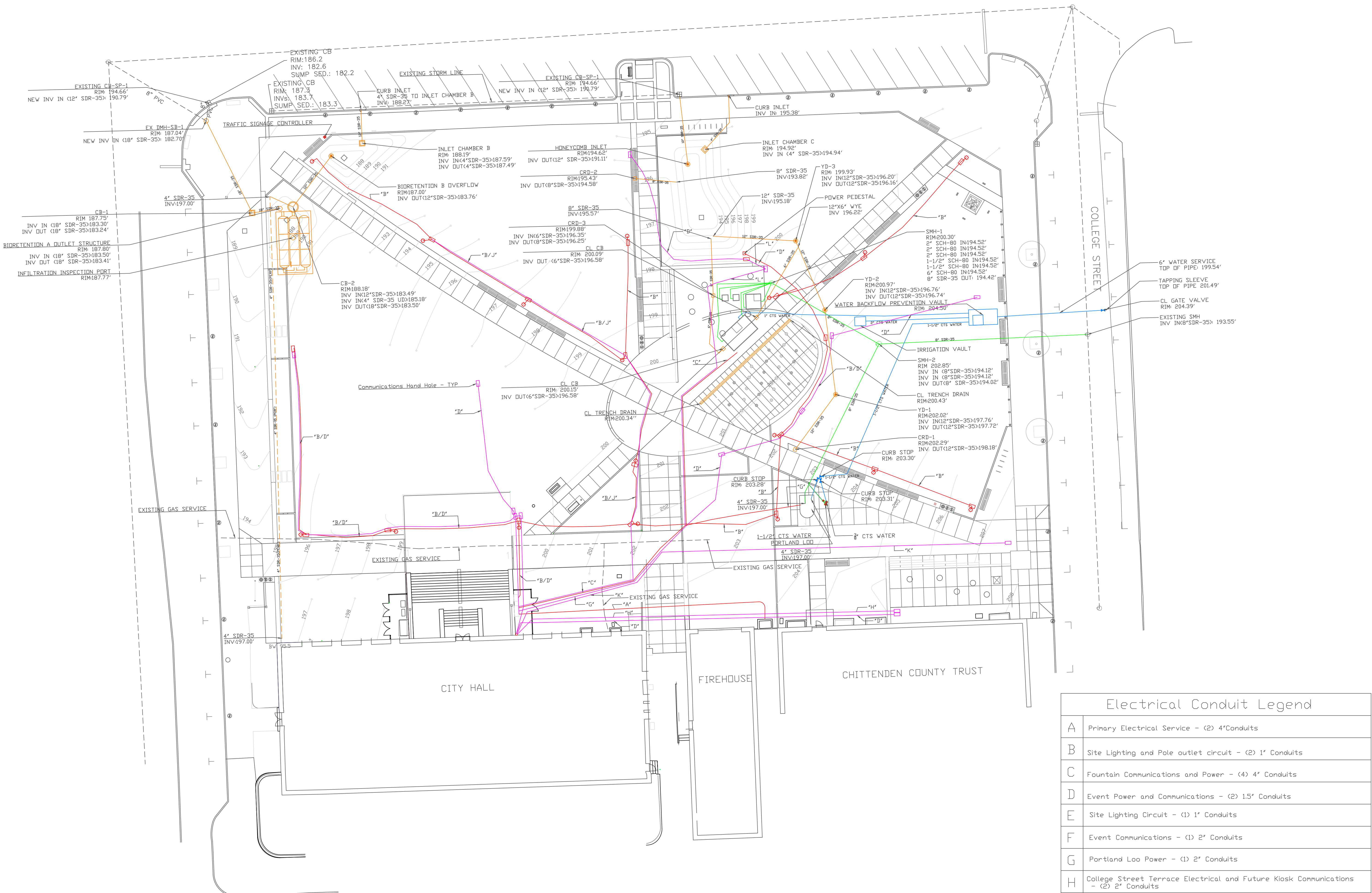
City Hall Park As-Built Drawing, 2021



Note:
This shop drawing represents S.D. Ireland's interpretation of the architect's plans and specifications as well as our contract requirements for this project.
Prior to manufacture and production from this drawing all dimensions, methods of construction, and existing conditions must be checked, revised and approved by S.D. Ireland's client.

Legend:

	Storm
	Sewer
	Water
	Electrical
	Communications
	Existing Utilities
	Yard Drain
	Sewer Structure
	Water Shutoff
	Communications Handhole
	Electrical Handhole
	Light Pole Base
	Catch Basin



A	Primary Electrical Service - (2) 4" Conduits
B	Site Lighting and Pole outlet circuit - (2) 1" Conduits
C	Fountain Communications and Power - (4) 4" Conduits
D	Event Power and Communications - (2) 1.5" Conduits
E	Site Lighting Circuit - (1) 1" Conduits
F	Event Communications - (1) 2" Conduits
G	Portland Loo Power - (1) 2" Conduits
H	College Street Terrace Electrical and Future Kiosk Communications - (2) 2" Conduits
I	Event Power Circuit - (1) 1.5" Conduits
J	Wifi Router Feed - (1) 2" Conduits
K	Burlington Telecom Communications Service - (2) 2" Conduits
L	50 Amp Service Feed - (1) 2" Conduits

Approval			
S.D. Ireland has reviewed this drawing and is returning it to S.D. Ireland with the following approval for fabrication & shipment:			
<input type="checkbox"/>	Approved		
<input type="checkbox"/>	Approved as Noted		
<input type="checkbox"/>	Approved as Noted (Resubmit for Record)		
<input type="checkbox"/>	Revise and Resubmit		
By: _____ (Signature)			
By: _____ (Please Print)			
Company: _____			
* Please note that revisions may affect pricing and lead times.			
Rev.	Date	By	Description
Project Name: City Hall Park			
Project Location: Burlington, VT			
Drawing Title: Civil Asbuilt			
Job #:	565	Date:	2.4.21
Scale:	1"=20'	Page:	1

Exhibit E:

Site Photos: Existing Conditions and 2020 Park Construction



149 Church St, City Hall Park – Kiosk Location Site Photos – 01.16.2024



149 Church St, City Hall Park – Kiosk Location Site Photos – 01.16.2024



149 Church St, City Hall Park – Kiosk Location Site Photos – 01.16.2024



City Hall Park Construction Photos 2019 – 2020



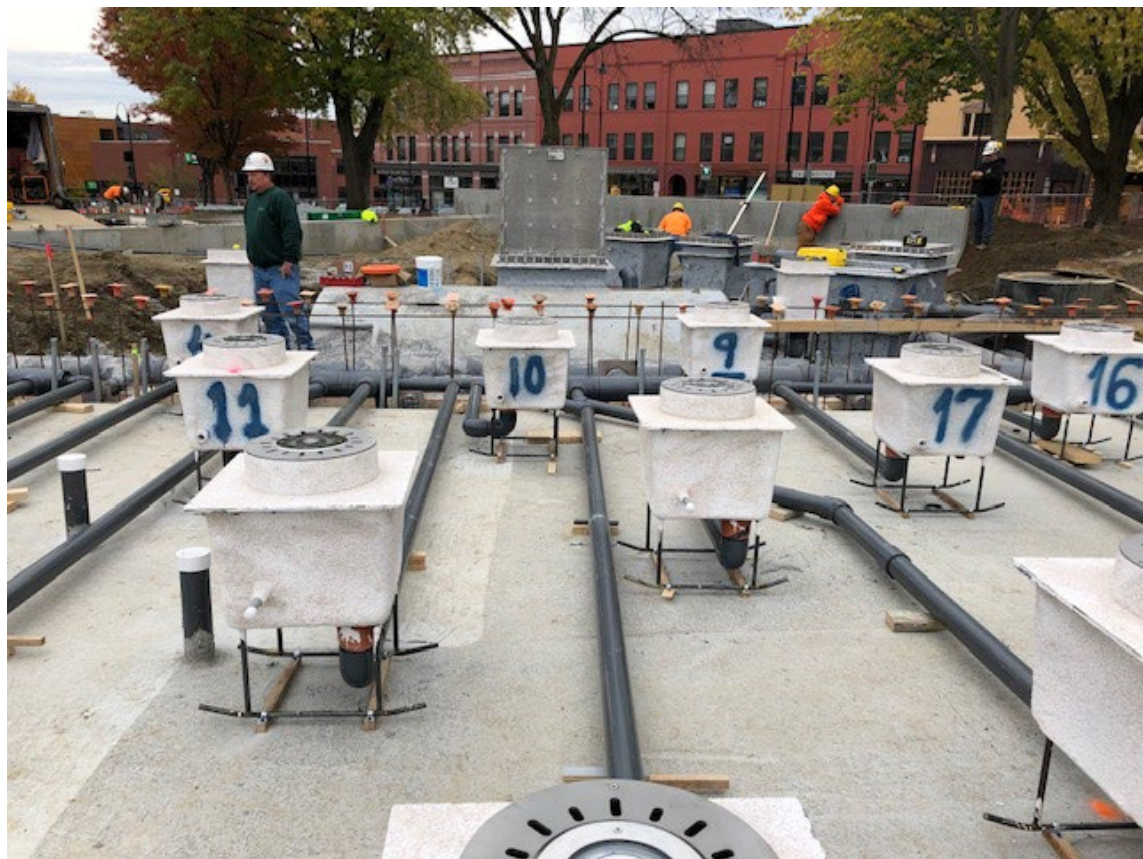
Chemical Tanks Plumbing (below location of Kiosk)



Connection to SMH #1



Backfilling



Nozzle Plumbing, Tanks, and Structures



Nozzle Plumbing



Wi-Fi Conduit to NW Ellipse LPB

Exhibit F:

Draft Contract Template for Construction Contracts

CITY OF BURLINGTON
DRAFT CONSTRUCTION CONTRACT

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

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 7.A.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor, and **“Parties”** means the City and Contractor.
- D. **“Project”** means the [REDACTED].
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

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

3. EFFECTIVE DATE & TERM

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

B. Term. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on final acceptance by the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

Contractor shall construct the Project in accordance with all the provisions hereof, including with the Contract Documents and the plans, specifications, and technical details on-file with the City and referenced or included in the Notice to Bidders (dated [redacted]), including any addenda thereto), all of which are incorporated herein by this reference as though fully set forth.

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Bid Proposal) [or as follows: redacted], subject to the Maximum Limiting Amount in Paragraph C, below.

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

B. Payment Schedule. The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents [or as follows: redacted]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

C. Maximum Limiting Amount. The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$[redacted]. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

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

[Name, address, phone, email]

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Notice to Bidders dated [REDACTED]

Attachment B: Contractor's Bid Form [REDACTED]

Attachment C: Burlington Standard Provisions for Construction Contracts

Attachment D: General & Special Conditions

Unless otherwise specified or modified by the Contract Documents, the General & Special Conditions hereby incorporate by this reference as though fully set forth the 2024 VTrans Standard Specifications for Construction (or later edition), available here for reference purposes: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>. Attachment D, including any appendices thereto (the provisions of which apply to this Contract), modifies or supplements the VTrans Standard Specifications for purposes of this Contract.

Attachment E: Burlington Livable Wage Ordinance Certification

Attachment F: Burlington Outsourcing Ordinance Certification

Attachment G: Burlington Union Deterrence Ordinance Certification

Attachment H: Contractor's Certificate of Insurance & Endorsements

Attachment I: Payment, Performance, and/or Warranty Bonds

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between provisions of the Contract Documents relating to indemnification or defense, the provision most protective of the City (and of the State, if this is a state-aid contract) shall apply. In all other cases, this Contract shall govern over the other Contract Documents; plans, technical specifications, and technical details shall govern over other provisions; General & Special Conditions shall control over conflicting provisions of Attachment C; and the remaining Contract Documents shall govern over conflicting provisions of Contractor's bid.

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

<p>Contractor [Name of Contractor]</p> <p>By: _____</p> <p>Date: _____</p>
--

<p>City of Burlington [Department]</p> <p>By: _____ [Name] [Title]</p> <p>Date: _____</p>

Exhibit G:

Burlington Standard Contract Conditions, Construction

**BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSTRUCTION CONTRACTORS**

1. DEFINITIONS:

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

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

3. INSURANCE & INDEMNIFICATION: The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

4. CONFLICT OF INTEREST: The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.

5. PERSONNEL REQUIREMENTS AND CONDITIONS: A Contractor shall employ only qualified personnel with responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

- 1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
- 2. Any City employees so involved within one (1) year of termination of employment with the City.

The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other

than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Contractor from work related to the Contract, for misconduct, incompetence, or negligence, in the opinion of the City, in the due and proper performance of Contractor's duties, or who neglects or refuses to comply with the requirements of the Contract.

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.
8. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

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

9. **UTILITIES & ACCESS:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City and will enter into any necessary contacts and discussions with the affected owners regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.

The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities

and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

10. PROTECTION OF PROPERTY:

- A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

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

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

13. APPEARANCES:

- A. Hearings and Conferences: The Contractor shall provide services required by the City and

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

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

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

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

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

14. RESPONSIBILITY OF COST: The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and in strict accordance with the Contract Documents and any amendments thereto and any approved supplemental plans and specifications. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

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

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

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's

labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied by documentation to substantiate their charges.

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

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

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

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

18. CHANGE ORDERS & AMENDMENTS: No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor. All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the Contract, must be authorized by means of a written Contract Change Order which is mutually agreed to by the City and Contractor. The Contract Change Order will include extra Work, Work for which quantities have been altered from those shown in the Bid Schedule, as well as decreases or increases in the quantities of installed units from those shown in the Bid Schedule because of final measurements. All changes must be recorded on a Contract Change Order (which form is part of these Contract Documents) and fully executed before they can be included in a partial payment estimate. Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

19. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may be granted by amendment only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

20. PUBLIC HEALTH EMERGENCY:

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

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

- a. **Public Health Emergency Plan:** The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor’s workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

- b. **Review and Acceptance of Plan:**
 - i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.

- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

1. Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor's expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
2. Rate Schedule. By unit prices designated in the Contract, or by unit prices covered under any subsequent contracts.
3. Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

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

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

- 23. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.
- 24. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 25. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by

reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.

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

be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

30. WARRANTY: In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

Contractor, at its own expense, shall make any repairs, or replacement necessary to correct these defects to the satisfaction of the City.

This warranty of material and workmanship applies only:

1. To the property only as long as it remains in the possession of the City.
2. To the Work that has not been subject to accident, misuse, or abuse by someone other than the Contractor.
3. To the Work that has not been modified, altered, defaced, or had repairs made or attempted by someone other than the Contractor.
4. If the Contractor is immediately notified in writing within ten (10) days of first knowledge of the defect by the City.
5. If the Contractor is given the first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to the City within a reasonable period of time.

Under no circumstances shall Contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

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

with these terms.

32. SETTLEMENTS OF MISUNDERSTANDINGS: Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

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

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

B. Termination for Cause:

- i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 18-20.

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

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

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

35. SAFETY REQUIREMENTS: The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements, including the provision and use of appropriate safety equipment and practices.

The Contractor, and not the City, shall be responsible for the safety, efficiency, and adequacy of Contractor's or its subcontractors' plant, appliances, equipment, vehicles, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

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

37. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support

Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

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

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

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

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

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

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

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

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

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

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

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

47. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

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

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

50. ENTIRE CONTRACT & AGREEMENT: This Contract, including the Contract Documents, constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

51. APPENDICES: The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

52. NO THIRD PARTY BENEFICIARIES: This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

53. WAIVER: Notwithstanding the passage of time, a Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Exhibit H:

Insurance Indemnification

Insurance & Indemnification

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

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

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

A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

- | | |
|----------------------------------|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products-Completed/Operations | \$2,000,000 |
| 3. Personal & Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Damage to Rented Premises | \$ 250,000 |

6. Med. Expense (Any one person) \$ 5,000

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

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

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

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

D. Professional Liability/Errors & Omissions:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$2,000,000 - Annual Aggregate/Policy Limit
 - (b) \$1,000,000 - Per Claim/Occurrence
2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

E. [Special Coverages]

- a. Cyber liability, including privacy liability: \$1,000,000
- b. Technology Errors & Omissions Liability: \$1,000,000
- c. Builders' Risk or Installation Floater: Value of project or contract
- d. Garagekeeper's Liability - \$500,000 (minimum)
- e. Sexual Misconduct - \$1,000,000
- f. Employee Dishonesty Coverage, including third party (client) coverage

- g. Marine (protection and indemnity) liability - \$1,000,000
- h. Pollution Liability (Contractor's) – Included or \$1,000,000
- i. Valuable Papers & Records Insurance: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Contractor, sub-contractor, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the Contractor to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Contractor's possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Umbrella/Excess Liability:

- 1. \$ __,000,000 Each Event Limit
- 2. \$ __,000,000 General Aggregate Limit
- 3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability and errors & omissions/professional liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy (except errors & omissions/professional liability) shall be endorsed to waive subrogation against the City.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the “Indemnitees”) from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, “Claims”) arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontractor for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

Exhibit I:

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 WAGES¹

21-80 Findings and purpose.

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

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

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

21-81 Definitions.

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

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

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

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

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

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

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

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

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

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

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

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

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

21-82 Livable wages required.

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

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

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

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

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

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

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

21-83 Applicability.

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

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

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

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

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

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

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

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

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

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

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

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

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

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

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

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

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

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

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

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

(5) Reasonable attorneys' fees and costs.

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

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

21-85 Other provisions.

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

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

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

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

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

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

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

21-86 Exemptions.

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

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship;
and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

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

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

21-87 Severability.

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

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

21-88 Annual reporting.

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

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

(Ord. of 10-21-13)

21-89 Effective date.

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

(Ord. of 10-21-13)

Exhibit J:

Burlington Outsourcing Ordinance Certification

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

I, _____, on behalf of

_____ (Contractor) and in connection with the

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

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

ARTICLE VII. OUTSOURCING

21-90 Policy.

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

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

21-91 Definitions.

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

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

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

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

21-92 Implementation.

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

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

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

21-93 Exemption.

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

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

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

21-94 Enforcement.

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

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

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

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

21-95—21-99 Reserved.

Exhibit K:

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.

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

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

21-101 Definitions.

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

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

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

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

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

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

21-102 Implementation.

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

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

21-103 Enforcement.

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

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

21-104—21-110 Reserved.

II. SCOPE OF WORK

All site work must be completed in preparation for delivery of the Kiosk by **Tuesday, May 28, 2024**.

General site work includes, the coordination of constructing a concrete slab to support the Kiosk structure with four smaller support footers that will connect to the roof support posts. The Kiosk will be serviced by a new connection to domestic water available from the park's seasonal fountain system; a connection to existing sanitary sewers laterals in the park; and connections to existing electric and telecommunications systems. The scope includes the following:

1. Install silt fence along eastern work extents at the edge of the rain garden.
2. Provide inlet protection at catch basins in patio area as needed.
3. Remove pavers along existing joints and pour concrete slab for kiosk foundation and column footings; coordinate column footings with Kiosk design/build team.
4. Saw-cut sidewalk along existing joints and core through seatwall foundation to install water service line and associated valves and fixtures; ensure connection is made with curb stop and blow off so that the fountain can continue to be winterized.
5. Install sanitary sewer service line and associated fixtures, core new hole to connect at existing manhole.
6. Restore all disturbed site finishes to original condition.
7. Install conduit from existing line to proposed electric service box and pull new wires for kiosk power.
8. Complete water and sanitary connections to Kiosk and perform necessary tests for functioning. Work must be performed by a Licensed Plumber.
9. Complete electric connections to Kiosk and perform necessary test for functioning. Work must be performed by a Licensed Electrician.
10. Connect the downspout from the kiosk roof to a level spread east of the patio.

The scope of work includes two (2) Add Alternates:

1. New power pedestal and conduit for event power.
2. New conduit between the existing communications ground vault and the Kiosk to accommodate direct internet connection.

Please refer to the project plans for layout and additional details in **Exhibit A**. For more information about the civil site plans please contact Julia Ginorio, PE, at Engineering Ventures – juliaq@engineeringventures.com.

A copy of the as-built drawings from the 2018 City Hall Park Renovation project (as existing conditions) is included in **Exhibit D** of this RFP.

The Kiosk is scheduled to be delivered to the site on **May 29, 2024** on a flatbed vehicle with a hoist that can position the Kiosk in place on the foundation, followed by the two (2) sections of the roof. However, if the delivery vehicle cannot perform the necessary maneuvers in the park to achieve the necessary positions for unloading the Kiosk sections, then a crane system may be required. See **Exhibit C** with the Kiosk design plans. For more information about the design plans please contact Jean Oei at RENZ+OEI – jean@renzoei.com.

PERMITS:

The City is responsible for zoning permit and building permit for the Kiosk, as well as the State ANR Water / Wastewater Permit.

The selected site work contractor will be required to apply for and obtain all necessary permits to complete the site work and utility connections as presented on the project drawings.

Coordination with CEDO, Department of Permits & Inspections (DPI), Department of Public Works (DPW), Water Resources, Burlington Electric Department (BED), Burlington Telecom (BT), Burlington City Arts (BCA), and Burlington Parks, Recreation & Waterfront (BPRW) may be required during the pre-construction process and site work.

III. RESPONSE FORMAT

Contractors are encouraged to be concise. All proposals must include, but are not limited to, the following:

- A. Letter of Interest.
- B. Completed and signed Bid Form (**Exhibit B**).
- C. A brief description of the firm's history and experience with construction, excavation, and utility work in a registered national historic park. Please disclose and intentions to partner with another company and provide pertinent information on the sub-contractor(s).
- D. A work history of up to three (3) related projects showing for each:
 - Name, address and phone number for each client.
 - Brief project description.
 - Statement as to whether project was completed on time and within budget.

IV. CONTRACTOR SELECTION

A. Criteria: Proposals shall be evaluated based on the criteria listed below:

- 1. Priority assigned to the project and current workload of the firm with particular reference to the personnel and other resources being proposed. Firm's capacity to complete work in an efficient timeframe will be critical.
- 2. Total Project Cost.
- 3. Past performance record and relevant experience.
- 4. Quality of work, timeliness and experience; and financial responsibility of the firm. **

Each General Contractor shall respond to evaluation criteria items 1 through 4 (above) in a concise and easily identifiable manner. Information shall be utilized in the final selection decision.

*** The firm must agree to carry professional liability insurance including errors and omissions in an amount not less than \$1,000,000. (See additional insurance requirements in **Exhibit H and Exhibit G**.)*

B. Evaluation Criteria Scoring:

1. Priority and Current Workload of Firm	20
2. Total Project Cost	40
3. Past Performance	20
4. <u>Quality of Work and Financial Responsibility of Firm</u>	<u>20</u>
Total Available Points	100

Proposals will be reviewed and evaluated by city staff based on the information provided. Additional information may be requested prior to final selection.

- C. 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 in the City's best interests, including proposed contractor's schedule. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

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.

V. SUBMISSIONS

A. Deadline for Receipt of Proposals:

All proposals in response to this Request for Proposals (RFP) must be received by email to the point of contact no later than 5:00 p.m. on the above due date. The proposal shall be marked "**City Hall Park Kiosk Site Work and Utility Connections**". Late proposals will not be accepted under any circumstances. Electronic proposals are preferred as long as they are received by the point of contact by the required deadline. It is the responsibility of the entity submitting replies and proposals to ensure that the point of contact has received a completed proposal by the required deadline.

B. Answers to Questions and Revisions to Request for Proposal:

Any revisions, addendums and answers to questions received by the question deadline will be sent to consultants who directly received this proposal via email. In addition, revisions will be posted on the City's RFP web page – <http://burlingtonvt.gov/RFP/>. It is advised that consultants sign up for the GovDelivery notification so that they will be notified of any changes.

Point of Contact: Zachary Nersinger
Senior Projects & Policy Specialist for Community Works
Community & Economic Development Office (CEDO)
znersinger@burlingtonvt.gov
(802) 923-9218

VI. EXHIBITS

- Exhibit A: Bid Documents and Specifications by Engineering Ventures
- Exhibit B: Contractor Bid Form
- Exhibit C: Kiosk design drawings by RENZ+OEI
- Exhibit D: City Hall Park As-Built Drawing, 2021
- Exhibit E: Site Photos: Existing Conditions and 2020 Park Construction
- Exhibit F: Draft Contract Template for Construction Contracts
- Exhibit G: Burlington Standard Contract Conditions, Construction (Attachment C)
- Exhibit H: Insurance Indemnification (Attachment C-1)
- Exhibit I: Burlington Livable Wage Ordinance Certification
- Exhibit J: Burlington Outsourcing Ordinance Certification
- Exhibit K: Burlington Union Deterrence Ordinance Certification

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

VII. CONTRACTING

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

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

VIII. AGREEMENT REQUIREMENTS

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

IX. LIMITATIONS OF LIABILITY

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

X. COSTS ASSOCIATED WITH PROPOSAL

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

XI. INDEMNIFICATION

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

XII. REJECTION OF PROPOSALS

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

XIII. OWNERSHIP OF DOCUMENTS

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

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XV. PUBLIC RECORDS

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

Exhibit A:

Bid Documents and Specifications by Engineering Ventures

SITE/EARTHWORK SPECIFICATIONS

- PRIOR TO THE START OF WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE OWNER, CONTRACTOR, PROJECT ENGINEER AND CITY DPW TO REVIEW PROCEDURES AND IDENTIFY RESPONSIBILITIES. FOUR WEEKS NOTICE SHALL BE GIVEN TO THE TOWN PRIOR TO START OF CONSTRUCTION. UNLESS STATED OTHERWISE, ALL MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF VERMONT AGENCY OF TRANSPORTATION SPECIFICATIONS.
- CLEARING AND GRUBBING- SITE TO BE RESTORED TO PRE-CONSTRUCTION CONDITIONS, INCLUDING DRIVEWAYS, STONE WALLS, AND GRASS AREAS. ALL PAVING SUB-GRADE MATERIAL SHALL EXTEND ONE FOOT BEYOND THE EDGE OF PAVING.
- COMPACTION OF ALL MATERIALS SHALL BE PERFORMED USING VIBRATORY ROLLERS AND WATER IN LIFTS OF NO GREATER THAN TWELVE INCHES. COMPACTION SHALL BE PERFORMED UNTIL THE REQUIRED DENSITY IS ACHIEVED. DENSITY SHALL BE DETERMINED BY ASTM D2922 AND SHALL NOT BE LESS THAN THE REQUIRED AMOUNT AS DETERMINED IN ACCORDANCE WITH ASTM D1557.
- COMPACTION TESTING SHALL BE PERFORMED FOR EVERY LAYER OF MATERIAL PLACED AND FOR EVERY 2,500 SQUARE FEET OF AREA.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED IN ACCORDANCE WITH APPLICABLE STATE SPECIFICATIONS FOR EROSION PREVENTION AND SEDIMENT CONTROL.
- THE SEEDING OF 10% OR GREATER SLOPES SHALL REQUIRE THE USE OF EROSION CONTROL MATTING.
- THE COST OF INITIAL INSPECTION AND TESTING SHALL BE PAID BY THE OWNER. SUBSEQUENT TESTING DUE TO FAILURE SHALL BE PAID BY THE CONTRACTOR.
- ALL EARTHWORK MATERIALS SHALL BE OBTAINED FROM APPROVED SOURCES. THEY SHALL CONSIST OF SATISFACTORILY GRADED, FREE DRAINING MATERIAL, REASONABLY FREE FROM LOAM, SILT, CLAY AND ORGANIC MATERIAL. EARTHWORK MATERIALS SHALL MEET THE REQUIREMENTS OF THE FOLLOWING TABLES:

A. SAND BLANKET/BEDDING:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCHES	100
	1-1/2 INCHES	90 - 100
	1/2 INCH	70 - 100
	NO. 4	60 - 100
	NO. 100	0 - 20
	NO. 200	0 - 8

B. 3/4" CRUSHED STONE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	1 INCH	100
	3/4 INCHES	90 - 100
	3/8 INCH	20 - 55
	NO. 4	0 - 10
	NO. 8	0 - 5

C. 1-1/2" CRUSHED STONE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCH	100
	1-1/2 INCH	95 - 100
	3/4 INCH	35 - 70
	3/8 INCH	10 - 30
	NO. 4	0 - 5

D. COARSE CRUSHED GRAVEL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	4 INCHES	95 - 100
	NO. 4	25 - 50
	NO. 100	0 - 12
	NO. 200	0 - 6

E. FINE CRUSHED GRAVEL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCHES	100
	1-1/2 INCHES	90 - 100
	NO. 4	30 - 60
	NO. 100	0 - 12
	NO. 200	0 - 6

F. GRANULAR BACKFILL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	3 INCHES	100
	2 1/2 INCHES	90 - 100
	NO. 4	45 - 75
	NO. 100	0 - 12
	NO. 200	0 - 6

G. DRAINAGE AGGREGATE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	1 INCHES	100
	3/4 INCH	90 - 100
	3/8 INCH	20 - 55
	NO. 4	60 - 100
	NO. 100	0 - 10
	NO. 200	0 - 5

H. AGGREGATE FOR EROSION PREVENTION & SEDIMENT CONTROL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	4 INCHES	80 - 100
	3 INCHES	40 - 60
	2 INCHES	0 - 20

I. DENSE GRADED CRUSHED STONE FOR SUBBASE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	3 1/2 INCHES	100
	3 INCHES	90 - 100
	2 INCHES	75 - 100
	1 INCH	50 - 80
	1/2 INCHES	30 - 60
	NO. 4	15 - 40
	NO. 200	0 - 6

- J. TOPSOIL SHALL MEET THE FOLLOWING REQUIREMENTS UNLESS OTHERWISE SPECIFICALLY STATED IN THE CONTRACT DOCUMENTS:
- THE pH OF THE MATERIAL SHALL BE BETWEEN 5.5 AND 7.6.
 - THE ORGANIC CONTENT SHALL BE NOT LESS THAN 2% NOR MORE THAN 20%.
 - GRADATION:

SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
2 INCHES	100
1 INCH	85 - 100
1/4 INCH	65 - 100
NO. 200	20 - 80

THE CONTRACTOR MAY AMEND NATURAL TOPSOIL WITH APPROVED MATERIALS AND BY APPROVED METHODS TO MEET THE ABOVE SPECIFICATIONS.

GENERAL NOTES

- EXACT OBJECT LOCATIONS MAY DIFFER FROM THAT AS SHOWN, AND ADDITIONAL SUB-SURFACE AND SURFACE UTILITIES AND STRUCTURES MAY EXIST. THE CONTRACTOR IS TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK AND TO CALL DIG SAFE 72 HOURS PRIOR TO ANY DIGGING, DRILLING OR BLASTING.
- THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED APPROVAL FROM THE ENGINEER.
- THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.
- THE CONTRACTOR SHALL RESTORE LAWNS, DRIVEWAYS, CULVERTS, SIGNS AND OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED OR REMOVED TO EXISTING CONDITIONS OR BETTER AS DETERMINED BY THE ENGINEER. ANY DAMAGED TREES, SHRUBS AND/OR HEDGES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.
- THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING, AND INCURRING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, AND CERTIFICATES.
- THE CONTRACTOR WILL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPERVISION OF A VERMONT STATE LICENSED LAND SURVEYOR.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLAN SHEETS AND SPECIFICATIONS, AND COORDINATE WORK WITH ALL CONTRACTS FOR THE SITE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT EXPLORATORY TEST PITS AS MAY BE REQUIRED TO DETERMINE UNDERGROUND CONDITIONS.
- ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH THE LATEST OSHA REGULATIONS FOR CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF WORK.
- MAINTAIN FLOW FOR ALL EXISTING UTILITIES, UNLESS NOTED OTHERWISE.
- ALL SITE FILL SHALL MEET SELECTED FILL STANDARDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- CONTRACTOR TO GRADE ALL AREAS ON THE SITE TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND IMPERVIOUS SURFACES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL FIELD LAYOUT. THE CONTRACTOR SHALL PROVIDE MARKED-UP AS-BUILT PLANS FOR ALL UTILITIES SHOWING CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND HIS REPRESENTATIVES BEFORE UTILITIES WILL BE ACCEPTED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION, MONITORING, MAINTENANCE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES AND TAKING PRECAUTIONARY STEPS TO AVOID ANY SEDIMENT TRANSFER TO NEIGHBORING SITES OR WATERS OF THE STATE.

CIVIL LINETYPE LEGEND

PROPOSED FEATURES	EXISTING FEATURES
SANITARY SEWER	SANITARY SEWER
STORM LINE	STORM LINE
TELECOMM	TELECOMM
ELECTRIC LINE	ELECTRIC LINE
WATER LINE	WATER LINE

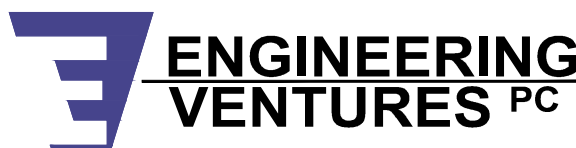
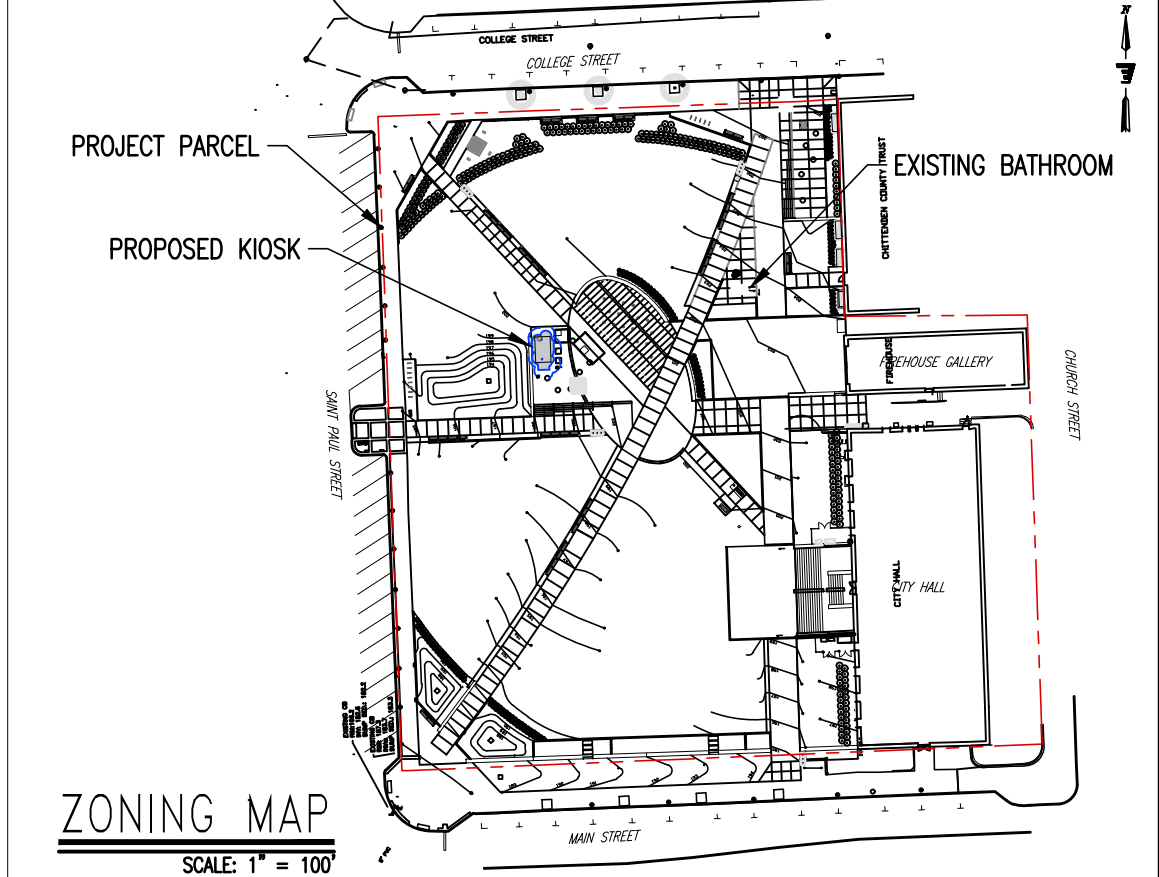
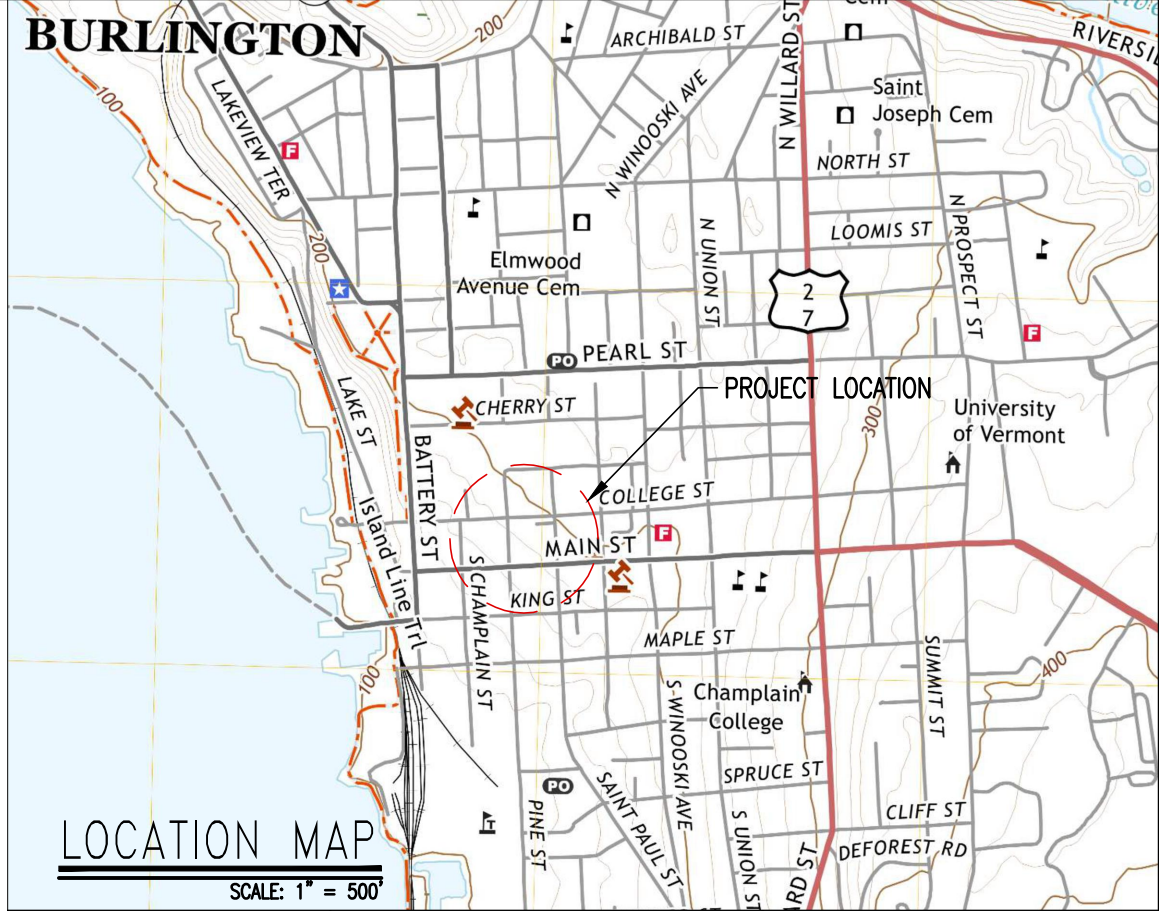
ZONING TABLE

CRITERIA	FORM DISTRICT, CIVIC SPACES (SEC. 14.3.6-E)	
	LIMITATION	EXISTING PROPOSED
SIZE	0.5 AC. MIN - 5 AC. MAX	2.4 2.4
LOT COVERAGE	60% MAX.	52 52
STRUCTURES	600 SF MAX. IN AGGREGATE*	60 240

* NOT INCLUDING THE EXISTING CITY HALL OR FIREHOUSE GALLERY BUILDINGS

WATER/WASTEWATER BASIS OF DESIGN

	USE	WATER FLOW	WASTEWATER FLOW
EXISTING PERMIT WW-4-5307	PICNIC AREA	450 GPD	400 GPD
PROPOSED KIOSK	TAKE-OUT FACILITY WITH NO ON-SITE SEATING	100 GPD	100 GPD
	TOTAL	550 GPD	500 GPD



208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • 802-863-6225
 85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • 603-442-9333
 414 Union Street, Schenectady, NY 12305 • 518-205-9141
 www.engineeringventures.com

City of Burlington
 CEDO
 149 Church St.
 Burlington, VT
 05401

Sheet Title:
 Project Title:

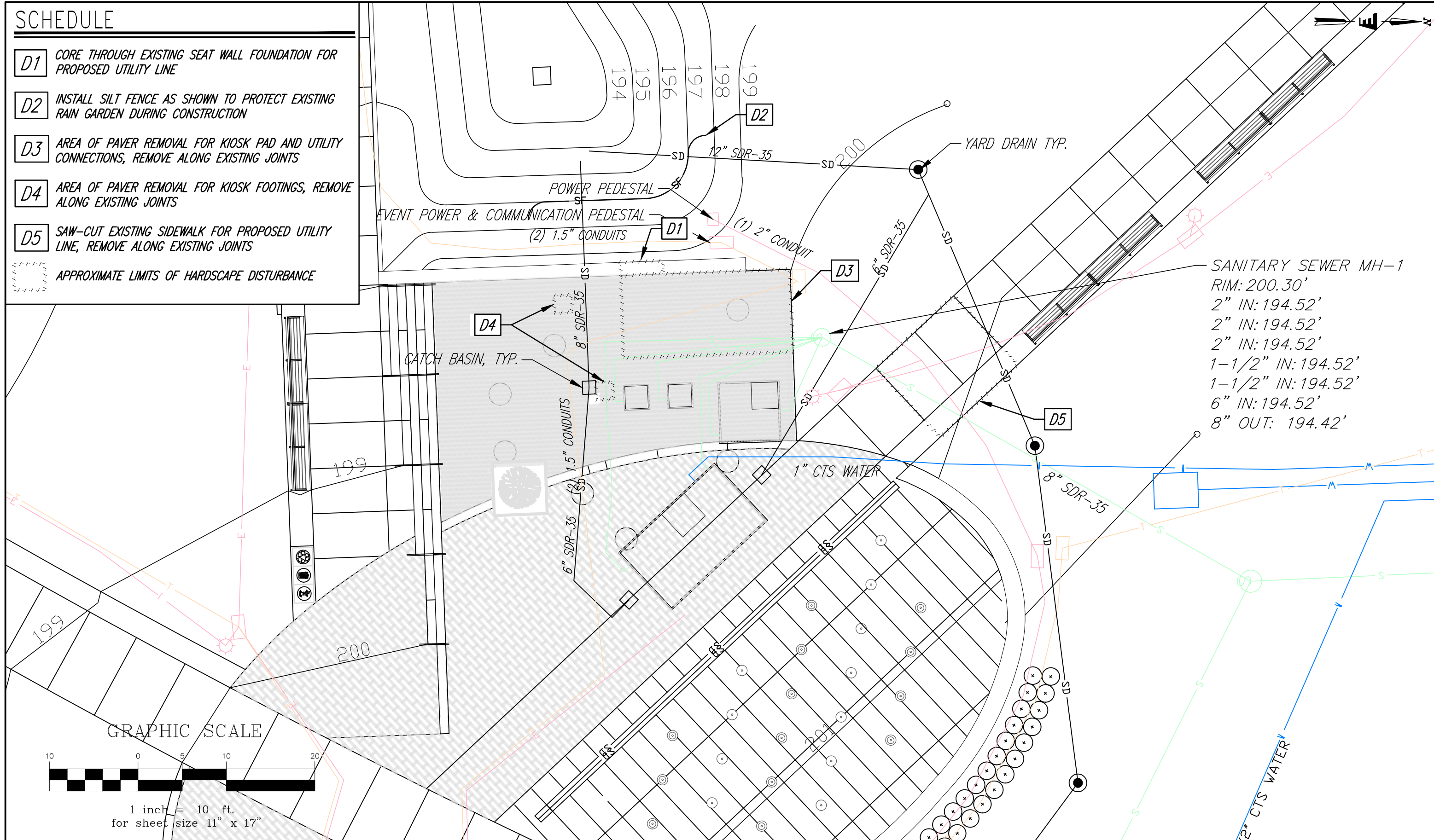
COVER SHEET AND NOTES
 CITY HALL PARK KIOSK

EV Project # 23461
 Drawn By: JG
 Checked By: KW
 Scale: AS SHOWN
 Date: 2024/03/15

Figure:
C0.0

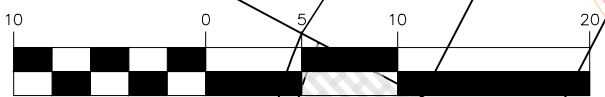
SCHEDULE

- D1** CORE THROUGH EXISTING SEAT WALL FOUNDATION FOR PROPOSED UTILITY LINE
 - D2** INSTALL SILT FENCE AS SHOWN TO PROTECT EXISTING RAIN GARDEN DURING CONSTRUCTION
 - D3** AREA OF PAVER REMOVAL FOR KIOSK PAD AND UTILITY CONNECTIONS, REMOVE ALONG EXISTING JOINTS
 - D4** AREA OF PAVER REMOVAL FOR KIOSK FOOTINGS, REMOVE ALONG EXISTING JOINTS
 - D5** SAW-CUT EXISTING SIDEWALK FOR PROPOSED UTILITY LINE, REMOVE ALONG EXISTING JOINTS
- APPROXIMATE LIMITS OF HARDSCAPE DISTURBANCE



SANITARY SEWER MH-1
RIM: 200.30'
2" IN: 194.52'
2" IN: 194.52'
2" IN: 194.52'
1-1/2" IN: 194.52'
1-1/2" IN: 194.52'
6" IN: 194.52'
8" OUT: 194.42'

GRAPHIC SCALE



1 inch = 10 ft.
for sheet size 11" x 17"

ENGINEERING VENTURES PC

208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • 802-863-6225
85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • 603-442-9333
414 Union Street, Schenectady, NY 12305 • 518-205-9141
www.engineeringventures.com

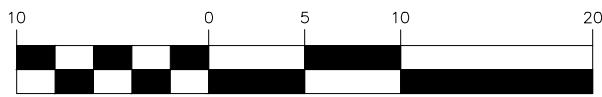
City of Burlington
CEDO
149 Church St.
Burlington, VT
05401

Sheet Title:	EXISTING CONDITIONS & DEMOLITION PLAN	EV Project #	23461	Figure: C0.1
Project Title:	CITY HALL PARK KIOSK	Drawn By:	JG	
		Checked By:	KW	
		Scale:	1"=10'	
		Date:	2024/03/15	

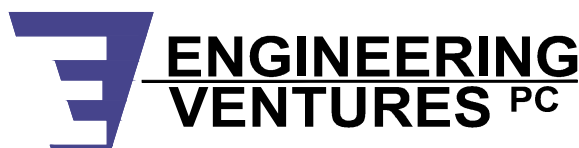
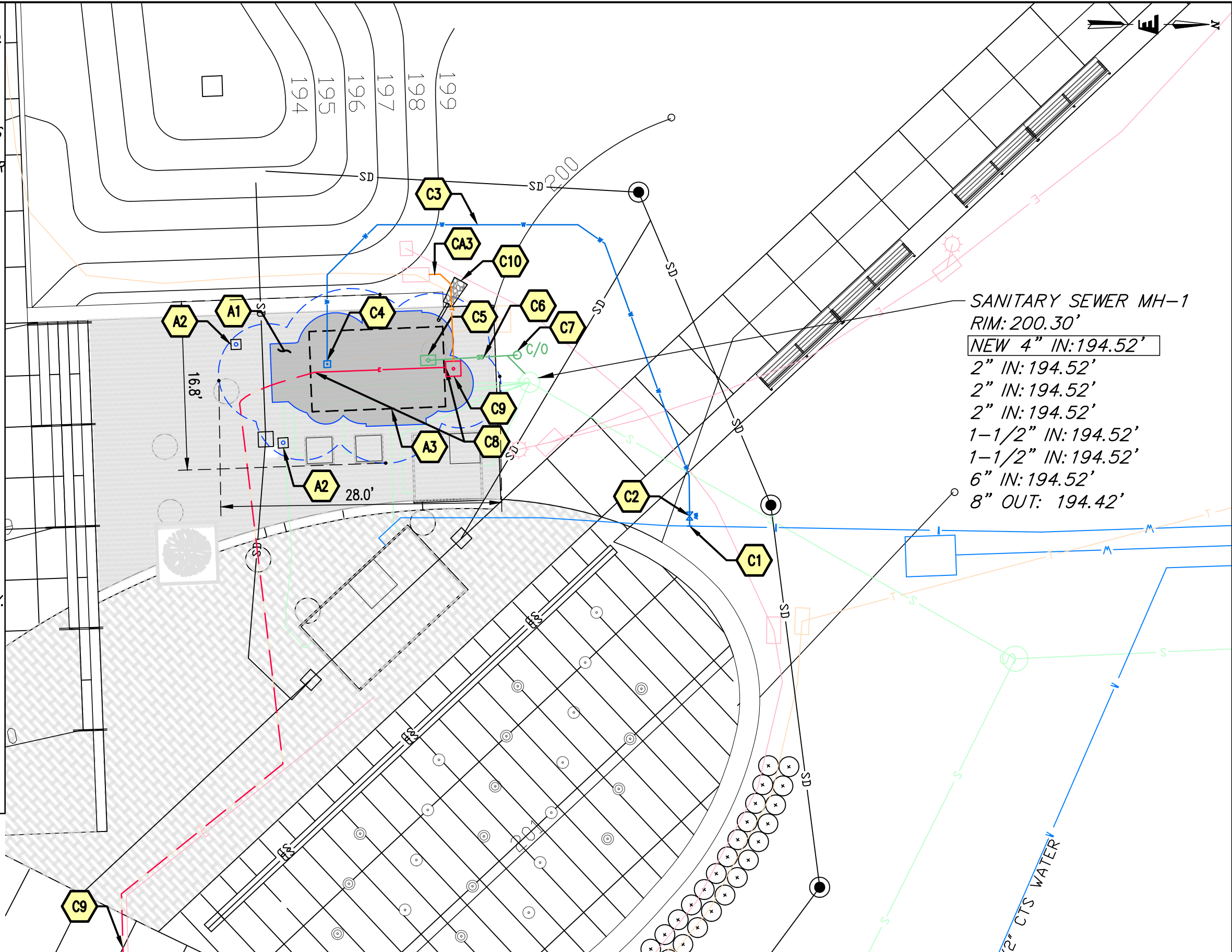
SCHEDULE

- A1** +/- 140 SF KIOSK, REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS
- A2** 24"X24" COLUMN FOOTING FOR CANOPY, TYP. OF (2), REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS
- A3** 5" THICK CONCRETE SLAB FOR KIOSK FOUNDATION, REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS
- C1** 1" X 1" X 3/4" CTS PEX T CONNECTION AT EX. WATER SERVICE LINE
- C2** 3/4" STOP AND WASTE VALVE
- C3** +/- 68 LF OF 3/4" CTS PEX PIPE WITH ASSOCIATED BENDS AND FITTINGS
- C4** VERTICAL WATER SERVICE AT CONNECTION BOX
- C5** 4" PVC VERTICAL SANITARY SEWER SERVICE CONNECTION BOX
- C6** +/- 15 LF OF 4" SCH. 40 PVC SANITARY SEWER SERVICE PIPE WITH ASSOCIATED BENDS AND FITTINGS
- C7** SANITARY SEWER CLEANOUT
- C8** +/- 10 LF OF 2" RIGID GALVANIZED CONDUIT FROM EX. LINE
- C9** 200 AMP, 208 VOLT, 3-PHASE ELECTRIC SERVICE, FEED (4) #3/0 COPPER AND (1) 2 AWG GROUND THROUGH EX. CONDUIT FROM CITY HALL (SITE ELECTRICIAN TO FURNISH AND INSTALL ALL REQUIRED CONDUIT AND FEEDERS AND PROVIDE FINAL CONNECTIONS)
- C10** CONNECT LEADER EXTENSION TO DOWNSPOUT AND PROVIDE LEVEL SPREADER AT OUTLET
- CA3** +/- 10 LF OF 2" SCH. 40 PVC CONDUIT WITH ASSOCIATED BENDS AND FITTINGS FROM EX. COMMUNICATIONS VAULT (BURLINGTON TELECOM TO INSTALL AND TERMINATE LINE WHEN KIOSK IS INSTALLED)

GRAPHIC SCALE



1 inch = 10 ft.
for sheet size 11" x 17"



208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • 802-863-6225
85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • 603-442-9333
414 Union Street, Schenectady, NY 12305 • 518-205-9141
www.engineeringventures.com

City of Burlington
CEDO
149 Church St.
Burlington, VT
05401

Sheet Title:

SITE PLAN

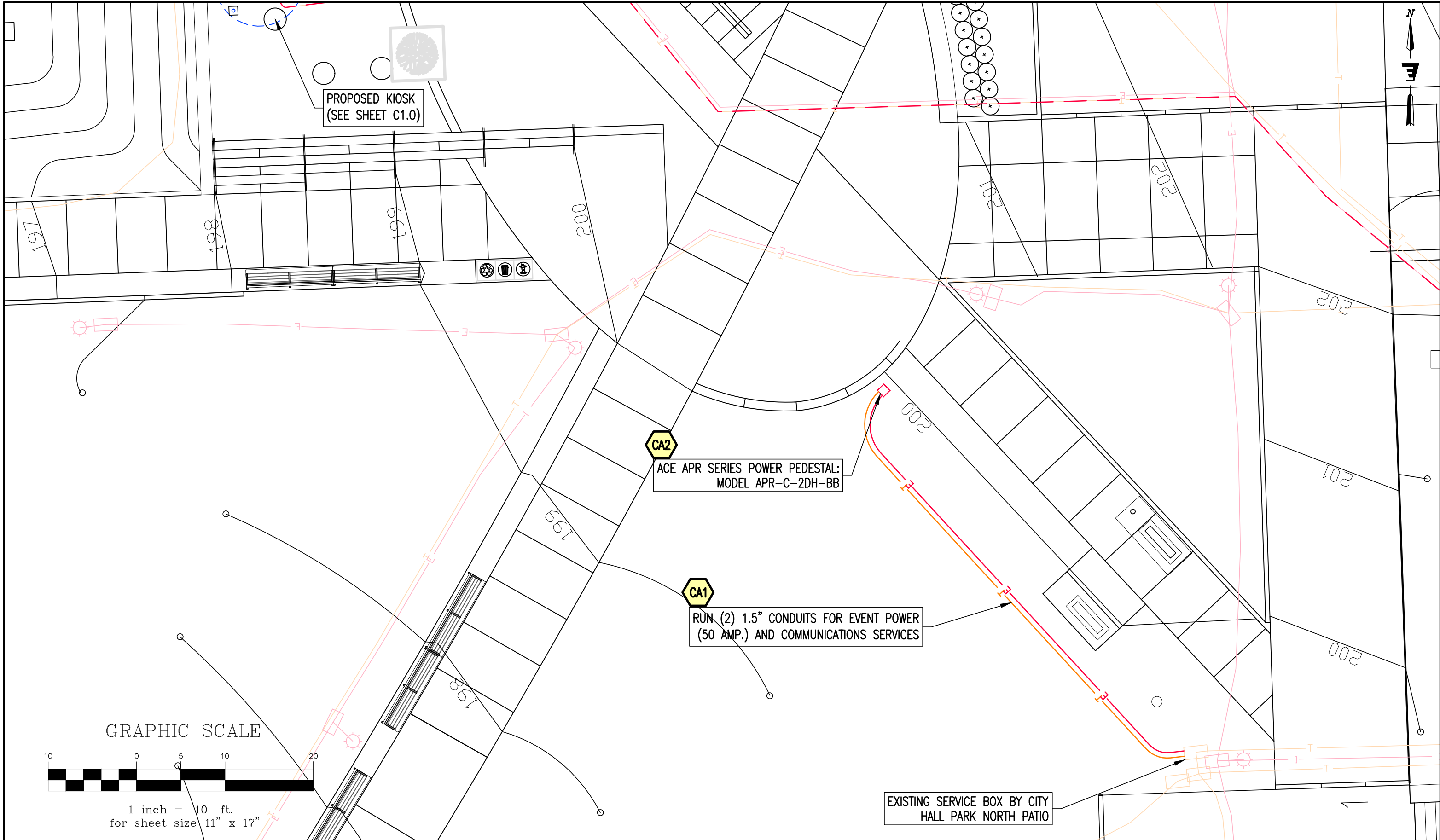
Project Title:

CITY HALL PARK KIOSK

EV Project #	23461
Drawn By:	JG
Checked By:	KW
Scale:	1"=10'
Date:	2024/03/15

Figure:

C1.0



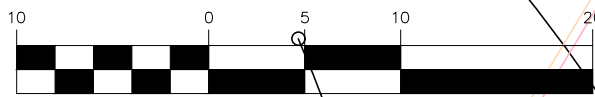
PROPOSED KIOSK
(SEE SHEET C1.0)

CA2
ACE APR SERIES POWER PEDESTAL:
MODEL APR-C-2DH-BB

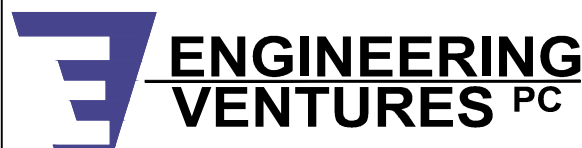
CA1
RUN (2) 1.5" CONDUITS FOR EVENT POWER
(50 AMP.) AND COMMUNICATIONS SERVICES

EXISTING SERVICE BOX BY CITY
HALL PARK NORTH PATIO

GRAPHIC SCALE



1 inch = 10 ft.
for sheet size 11" x 17"



208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • 802-863-6225
 85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • 603-442-9333
 414 Union Street, Schenectady, NY 12305 • 518-205-9141
 www.engineeringventures.com

City of Burlington
 CEDO
 149 Church St.
 Burlington, VT
 05401

Sheet Title:

SITE PLAN, ADD ALTERNATES

Project Title:

CITY HALL PARK KIOSK

EV Project #	23461
Drawn By:	JG
Checked By:	KW
Scale:	1"=10'
Date:	2024/03/15

Figure:

C1.1

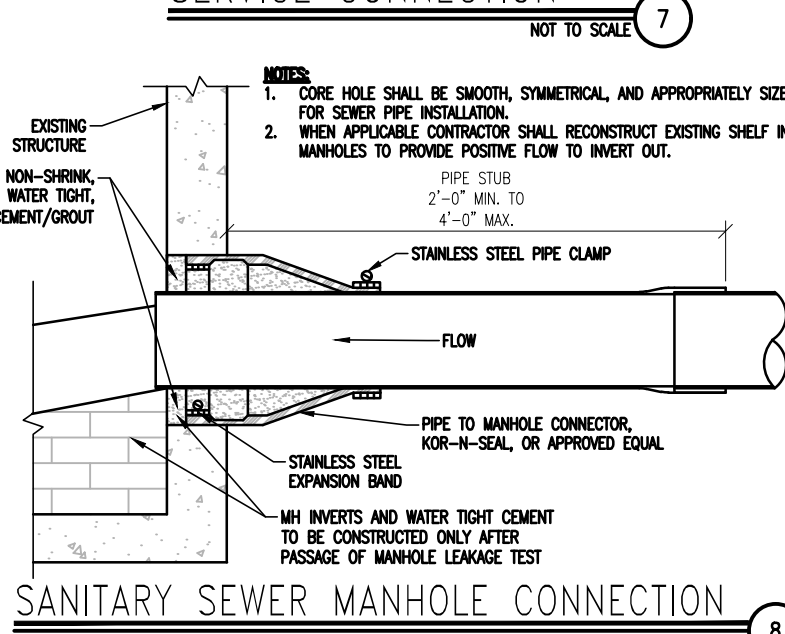
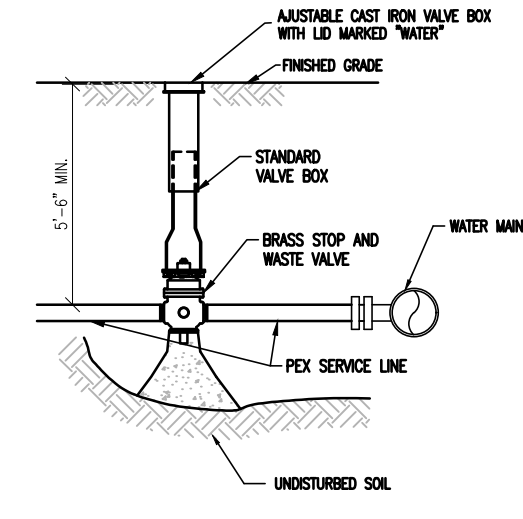
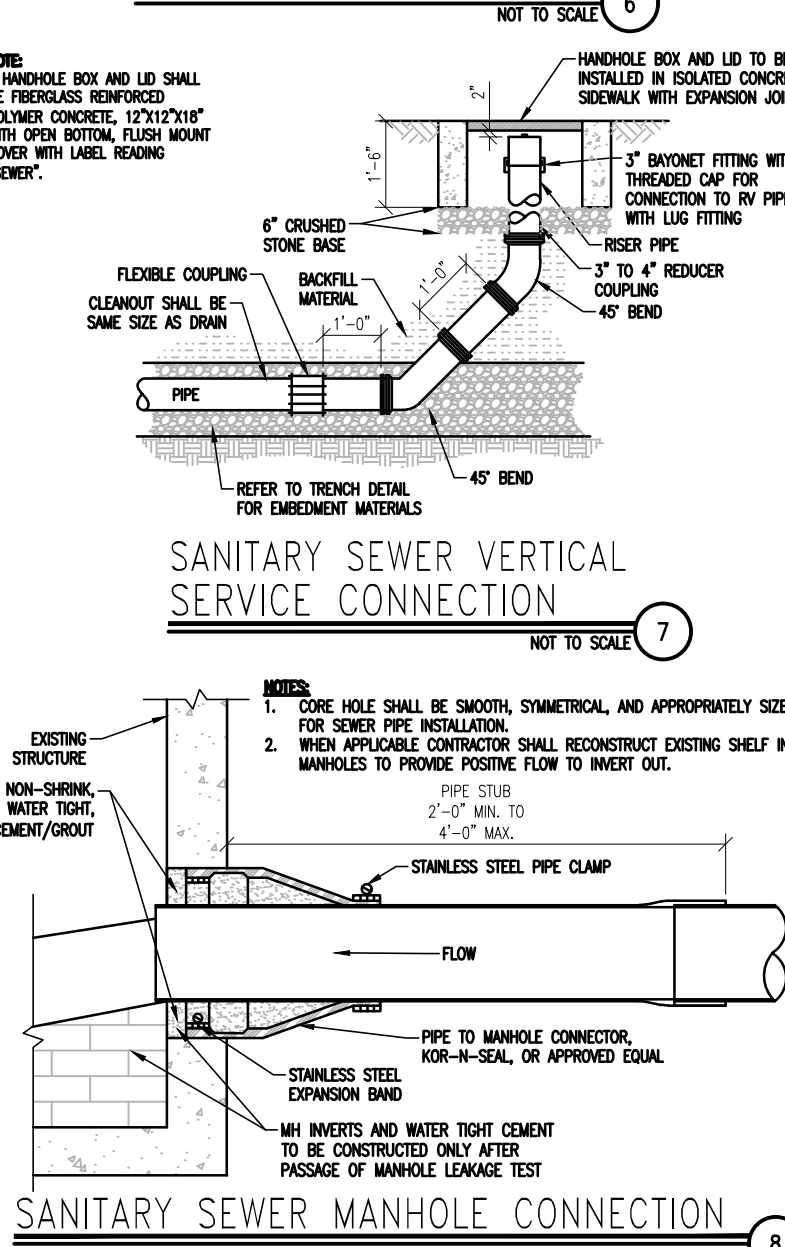
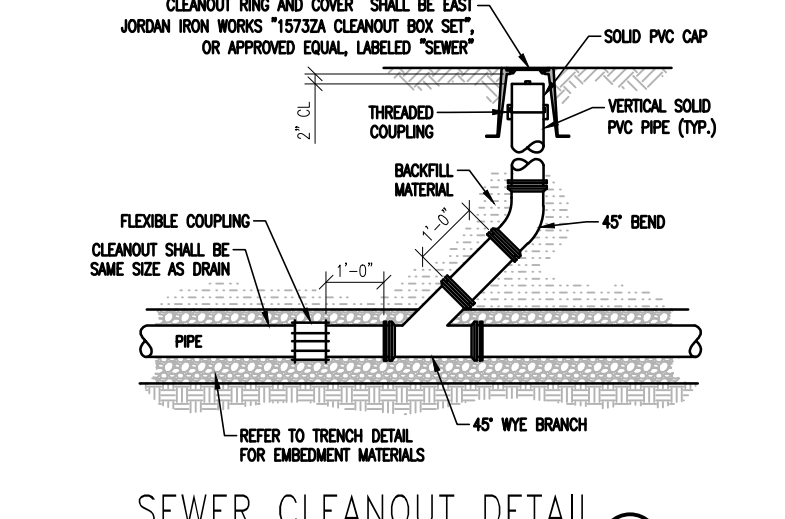
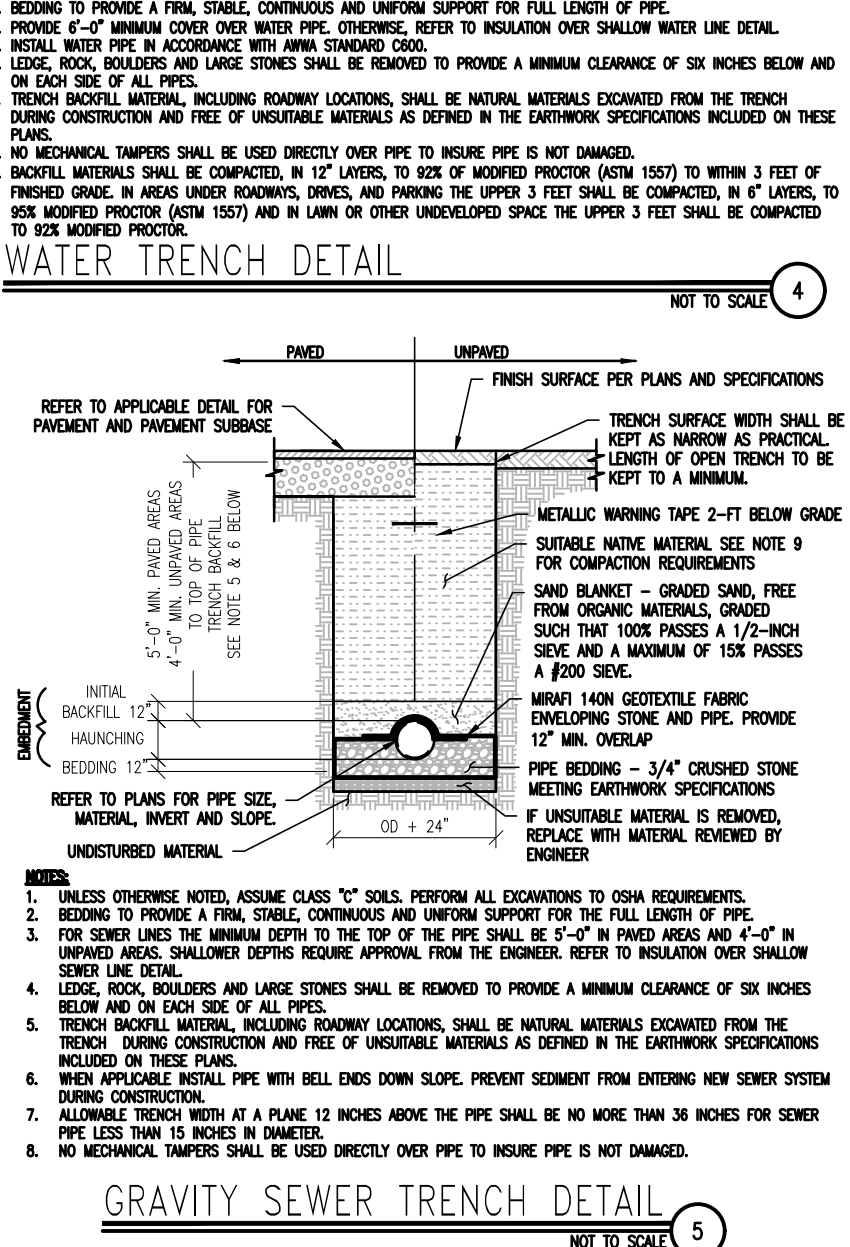
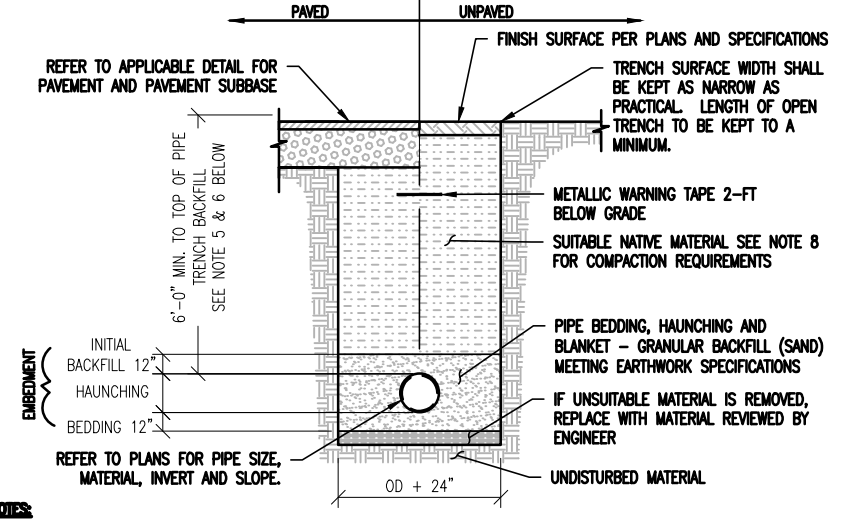
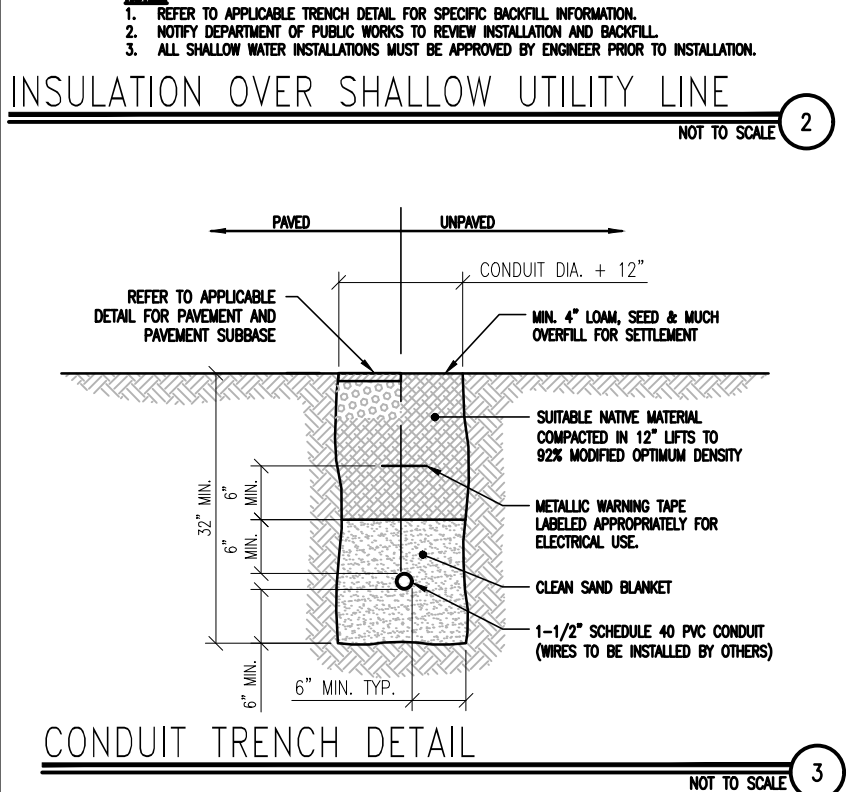
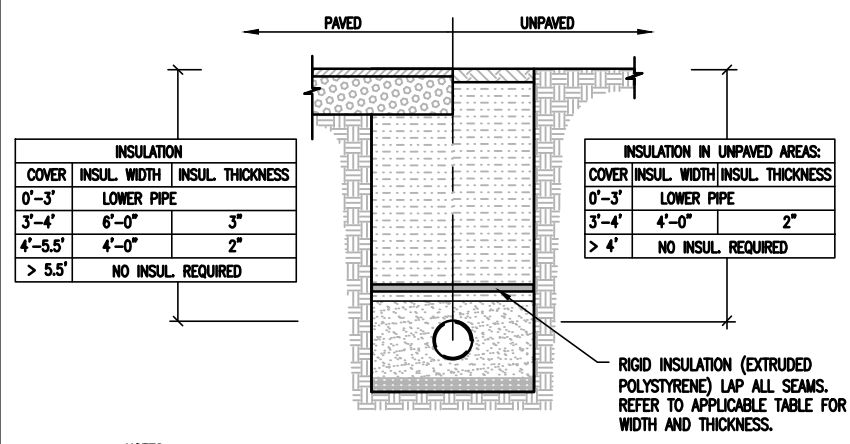
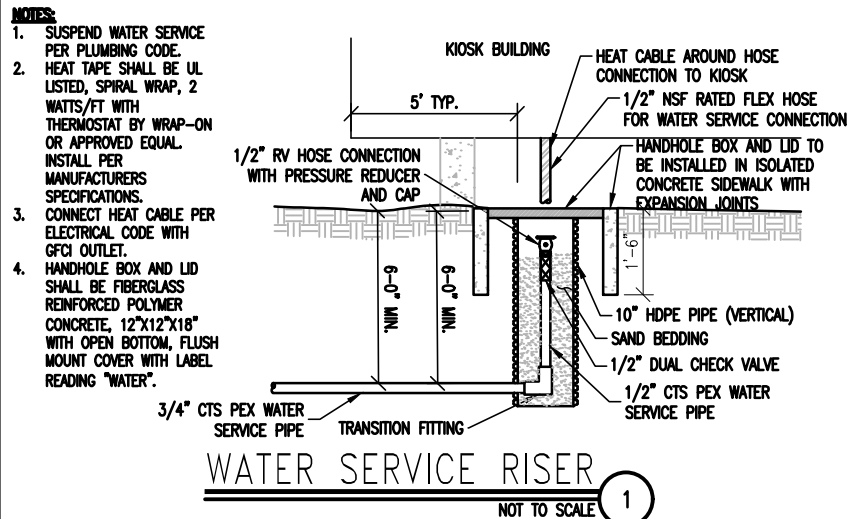


Exhibit B:
Contractor Bid Form

BID FORM

PROJECT: CITY HALL PARK KIOSK SITE WORK (CITY OF BURLINGTON, VT)

Contractor: _____ Address: _____
Contact: _____ City/State/ZIP: _____
Email: _____ Telephone: _____
Estimated Start Date: _____ Estimated End Date: _____

Contract Documents: In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the *City Hall Park Kiosk project* in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

Independence of the Bid: By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Project Time: BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the date of Substantial Completion as set forth in the Contract Documents.

Bid Duration: This Bid shall be good for 60 days from time of opening.

BASE BID

The Bidder acknowledges the inclusion of the following items with this bid:

- **Exhibit A: Contractor’s Scope of Work: Plans and Specification**
- **Exhibit B: Draft Contract**
- **Exhibit C: Burlington Standard Contract Conditions**
- **Exhibit D: Burlington Livable Wage Ordinance Certification**
- **Exhibit E: Burlington Union Deterrence Ordinance Certification**
- **Exhibit F: Kiosk Construction Documents**

NOTE: This project is TAX EXEMPT. Prices quoted shall not include sales tax.

Base Bid:

ITEM	UNIT	SUBTOTAL
Kiosk Site Work	Lump Sum	

Add Alternates:

ITEM	UNIT	SUBTOTAL
Power Pedestal & Conduit for Event Power (C1.1)	Lump Sum	
2 Inch Conduit for Data/Internet from Existing Communications Ground Vault (C1.0)	Lump Sum	

Contractor Name: _____

Signature: _____

Date: _____

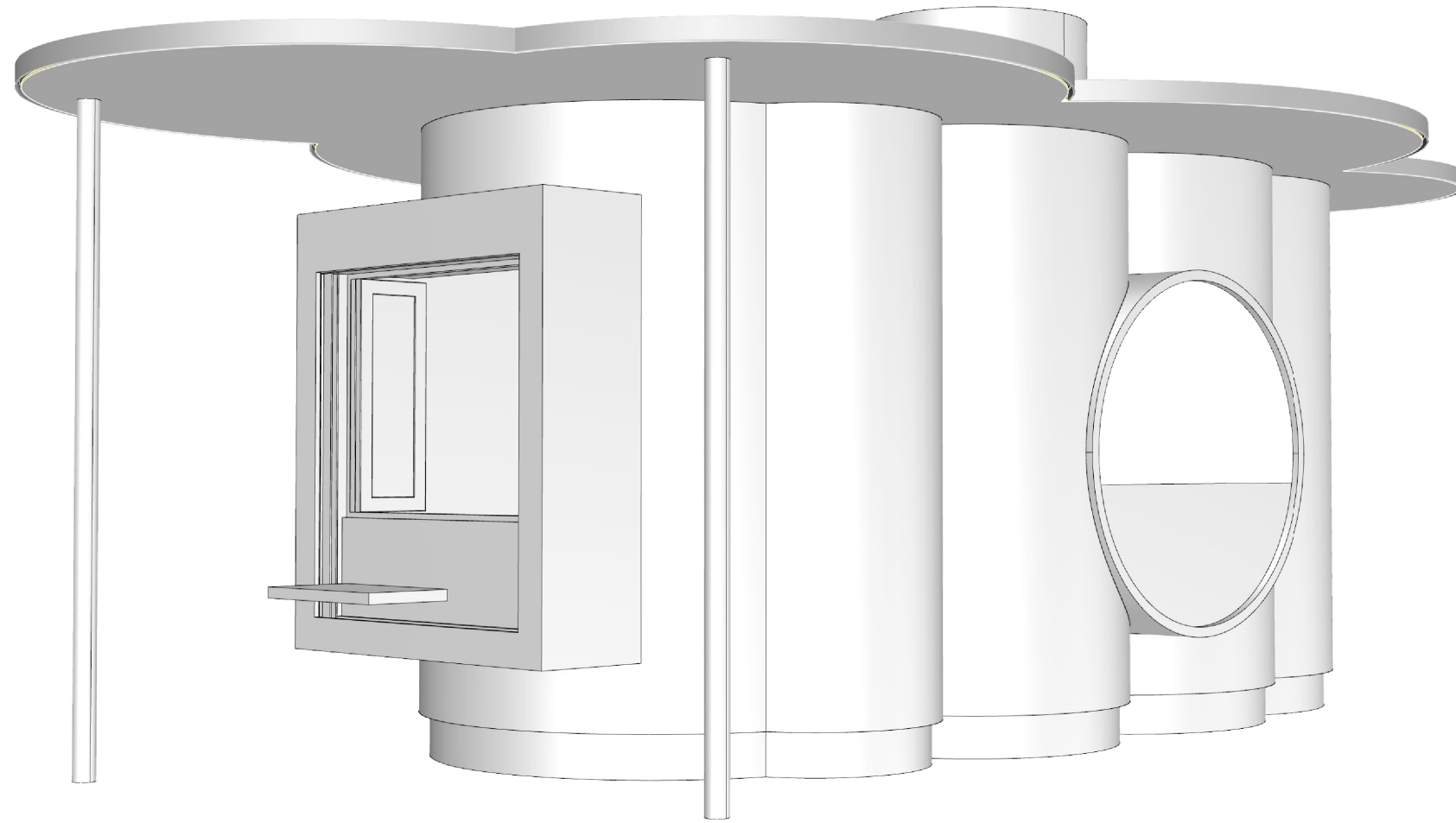
Exhibit C:

Kiosk Design Drawings by RENZ+OEI



CONSTRUCTION DOCUMENTS-REV1

MARCH 28, 2024



ARCHITECTURAL
KITCHEN EQUIPMENT
STRUCTURAL
MECHANICAL/ PLUMBING
ELECTRICAL

BURLINGTON, VT
CITY HALL PARK KIOSK

DESIGN-BUILD

RENZ  **E** | x WADE AND LETA
STUDIO SEO

ADDRESS

50 MEADOW ST. BROOKLYN NY 11206

HARRIS STRUCTURAL ENGINEERING

PROJECT NUMBER

2308CHP

CLIENT

BURLINGTON CEDO

PROJECT NAME

CITY HALL PARK KIOSK

PROJECT ADDRESS

CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE

COVER SHEET

DATE

3/28/2024

SCALE

NA

DRAWING NO.

G-000.0

DWG NO	DWG NAME	SCALE	LATEST UPDATE	CONCEPT DESIGN 1/16/2024	SCHEMATIC DESIGN 2/7/2024	CONSTRUCTION DOCUMENTS 3/6/2024	REVISION 1 3/28/2024
G	GENERAL NOTES						
G-000.0	COVER SHEET	NA	3/6/2024	•	•	•	•
G-001.0	DRAWING INDEX	NA	3/6/2024		•	•	•
A	ARCHITECTURAL						
A-020.0	CONTEXT - PARK PLAN	1/32"=1'-0"	3/6/2024		•	•	•
A-021.0	SITE PLAN W/ UTILITIES	1/4"=1'-0"	3/6/2024	•	•	•	•
A-022.0	PROPOSED KIOSK PAD	1"=1'-0"	3/6/2024		•	•	•
A-030.0	GEOMETRY	1/2"=1'-0"	3/6/2024	•		•	•
A-031.0	ISOMETRIC SHOWING KIOSK OPEN AND CLOSED		1/16/2024	•			
A-032.0	SIGNAGE		1/16/2024	•			
A-033.0	ISOMETRIC SHOWING FLEX LED LIGHTING		1/16/2024	•			
A-040.0	AXONOMETRIC VIEW - KIOSK	NTS	3/6/2024			•	•
A-041.0	AXONOMETRIC VIEW - KIOSK FRAMING AND CANOPY	NTS	3/6/2024			•	•
A-100.0	FLOOR PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024	•	•	•	•
A-101.0	FLOOR PLAN - ROOF	1/2"=1'-0"	3/6/2024	•	•	•	•
A-102.0	FLOOR PLAN - CANOPY	1/2"=1'-0"	3/6/2024		•	•	•
A-110.0	REFLECTED CEILING PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
A-200.0	ELEVATION - SOUTH (OPEN)	1/2"=1'-0"	3/6/2024	•	•	•	•
A-200.1	ELEVATION - SOUTH (CLOSED)	1/2"=1'-0"	3/6/2024			•	•
A-201.0	ELEVATION - EAST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-202.0	ELEVATION - NORTH	1/2"=1'-0"	3/6/2024	•	•	•	•
A-203.0	ELEVATION - WEST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-300.0	SECTION - LONGITUDINAL LOOKING WEST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-301.0	SECTION - LONGITUDINAL LOOKING EAST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-302.0	SECTION - CROSS LOOKING NORTH	1/2"=1'-0"	3/6/2024	•	•	•	•
A-303.0	SECTION - CROSS LOOKING SOUTH	1/2"=1'-0"	3/6/2024	•	•	•	•
A-400.0	PLAN DETAILS	AS NOTED	3/6/2024		•	•	•
A-500.0	SECTION DETAILS	AS NOTED	3/6/2024		•	•	•
A-501.0	SECTION DETAILS	AS NOTED	3/6/2024			•	•
K	KITCHEN EQUIPMENT						
K-101.0	EQUIPMENT - PLAN	1/2"=1'-0"	3/6/2024		•	•	•
K-102.0	SECTION - LONGITUDINAL LOOKING WEST	1/2"=1'-0"	3/6/2024		•	•	•
K-103.0	SECTION - LONGITUDINAL LOOKING EAST	1/2"=1'-0"	3/6/2024		•	•	•
K-104.0	SECTION - CROSS LOOKING NORTH	1/2"=1'-0"	3/6/2024		•	•	•
K-105.0	SECTION - CROSS LOOKING SOUTH	1/2"=1'-0"	3/6/2024		•	•	•

DWG NO	DWG NAME	SCALE	LATEST UPDATE	CONCEPT DESIGN 1/16/2024	SCHEMATIC DESIGN 2/7/2024	CONSTRUCTION DOCUMENTS 3/6/2024	REVISION 1 3/28/2024
S	STRUCTURAL						
S-001.0	GENERAL NOTES	NA	3/6/2024			•	•
S-002.0	GENERAL NOTES	NA	3/6/2024			•	•
S-003.0	GENERAL NOTES	NA	3/6/2024			•	•
S-040.0	AXONOMETRIC VIEW - KIOSK	NTS	3/6/2024			•	•
S-041.0	AXONOMETRIC VIEW - KIOSK FRAMING AND CANOPY	NTS	3/6/2024			•	•
S-100.0	FRAMING PLAN - BASE	1/2"=1'-0"	3/6/2024		•	•	•
S-101.0	FRAMING PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
S-102.0	FRAMING PLAN - ROOF	1/2"=1'-0"	3/6/2024		•	•	•
S-103.0	FRAMING PLAN - CANOPY	1/2"=1'-0"	3/6/2024		•	•	•
S-400.0	FRAMING PLAN - DETAILS	AS NOTED	3/6/2024			•	•
S-401.0	FRAMING PLAN - DETAILS	AS NOTED	3/6/2024			•	•
M	MECHANICAL/ PLUMBING						
M-100.0	MECHANICAL/ PLUMBING PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
M-101.0	MECHANICAL/ PLUMBING PLAN - RISER DIAGRAMS	NA	3/6/2024			•	•
E	ELECTRICAL						
E-100.0	ELECTRICAL PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
E-101.0	ELECTRICAL PLAN - SCHEDULE	NA	3/6/2024			•	•

DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

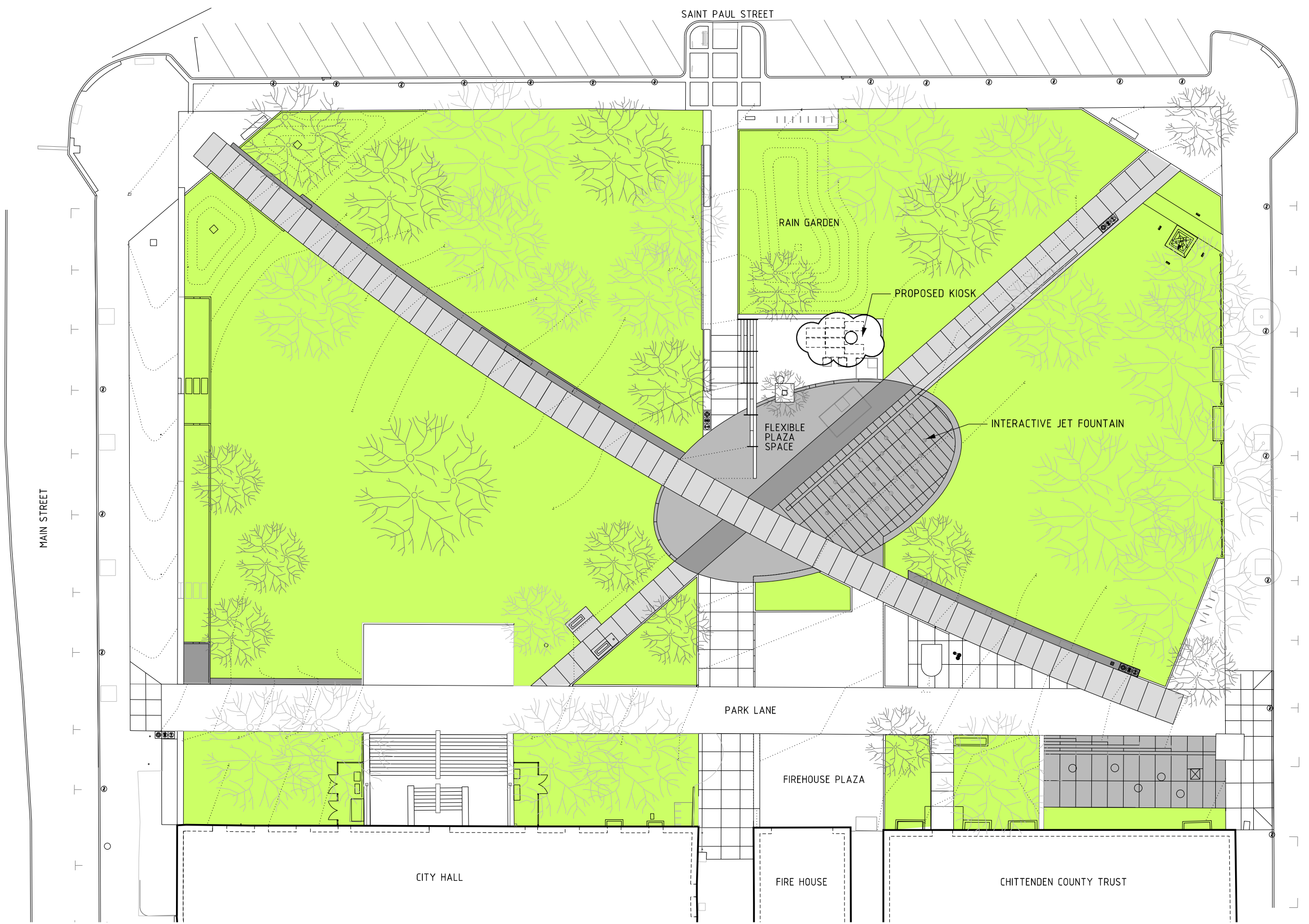
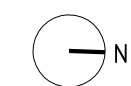
DRAWING TITLE
DRAWING INDEX

DATE
3/28/2024

SCALE
NA

DRAWING NO.

G-001.0



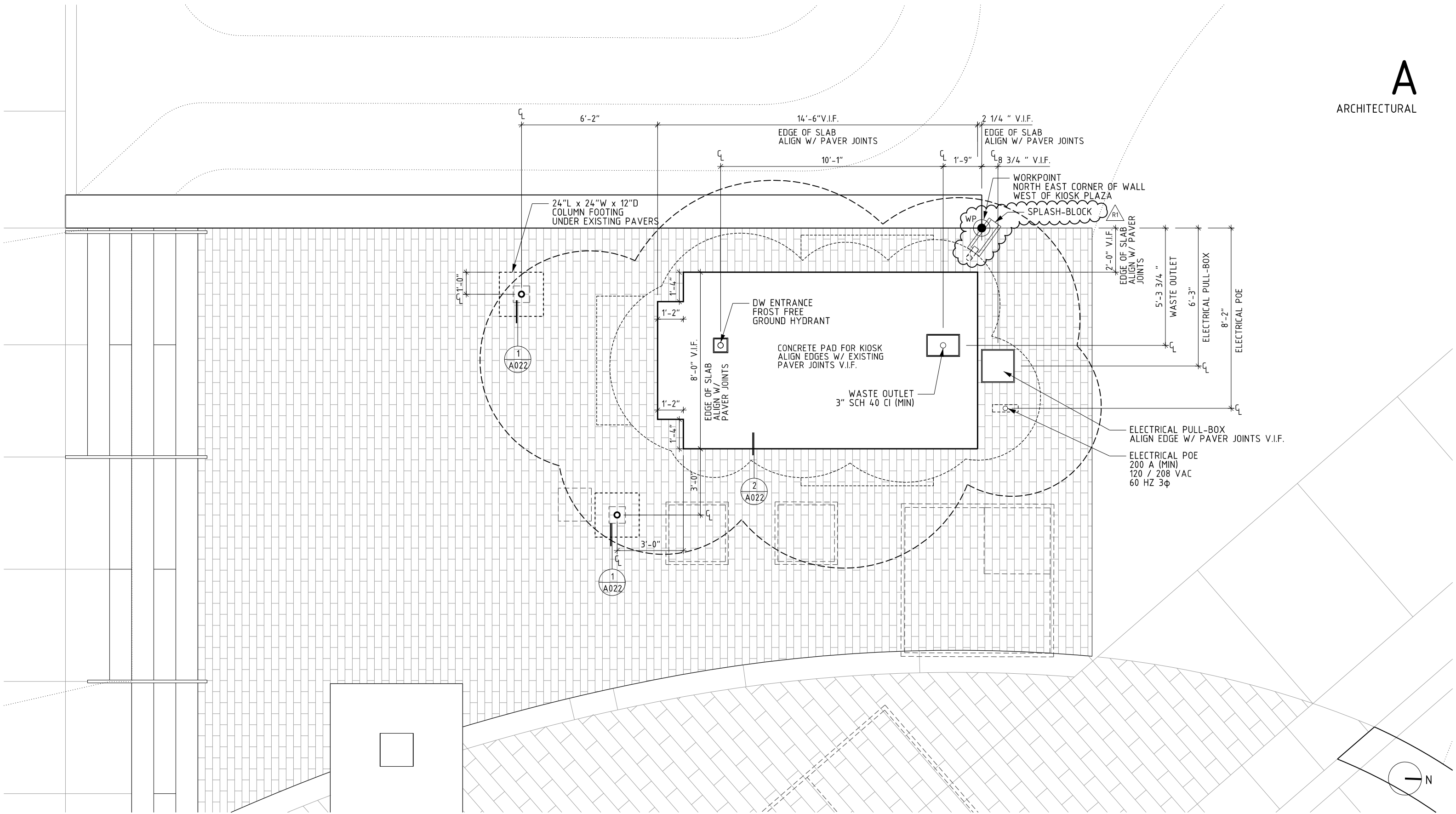
DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

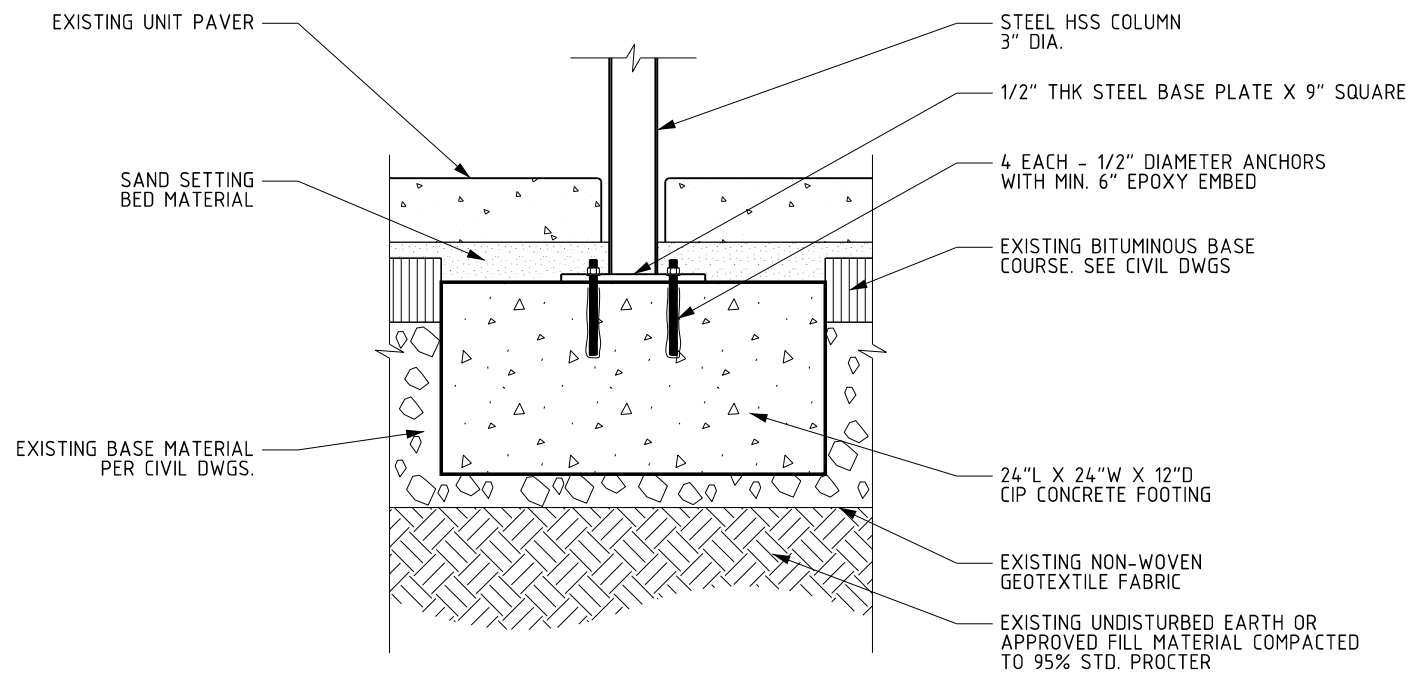
PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

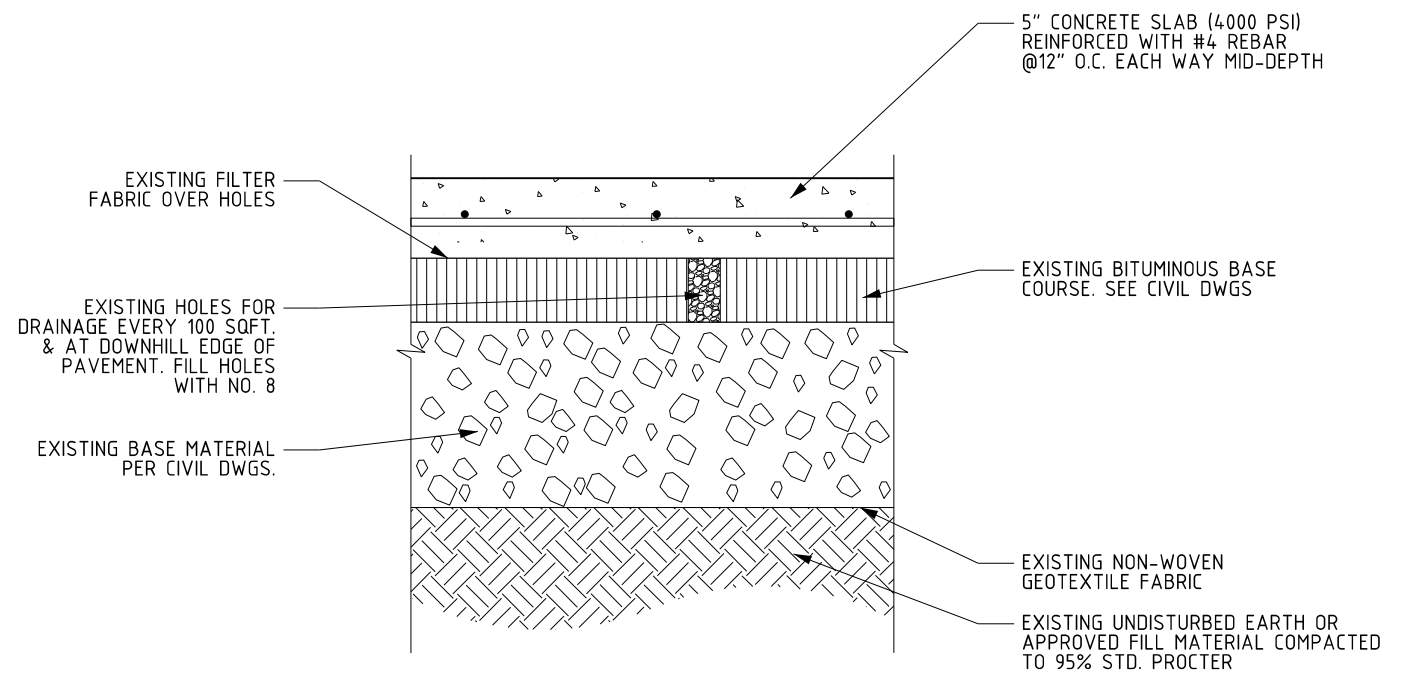
DRAWING TITLE
 CONTEXT - PARK PLAN
 DATE
 3/6/2024
 SCALE
 1/32" = 1'-0"

DRAWING NO.
A-020.0



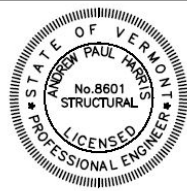


1 KIOSK COLUMN FOOTING



2 KIOSK PAD

THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER #601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.



 SIGNATURE: *APA* DATE: 03.06.2024

[GENERAL NOTE]
 1. REFER TO: WAGNER HODGSON BID SET DRAWING L-500 DUBOIS KING CIVIL DWGS C501
 2. REINSTALL PAVERS AFTER KIOSK INSTALLATION IS COMPLETE

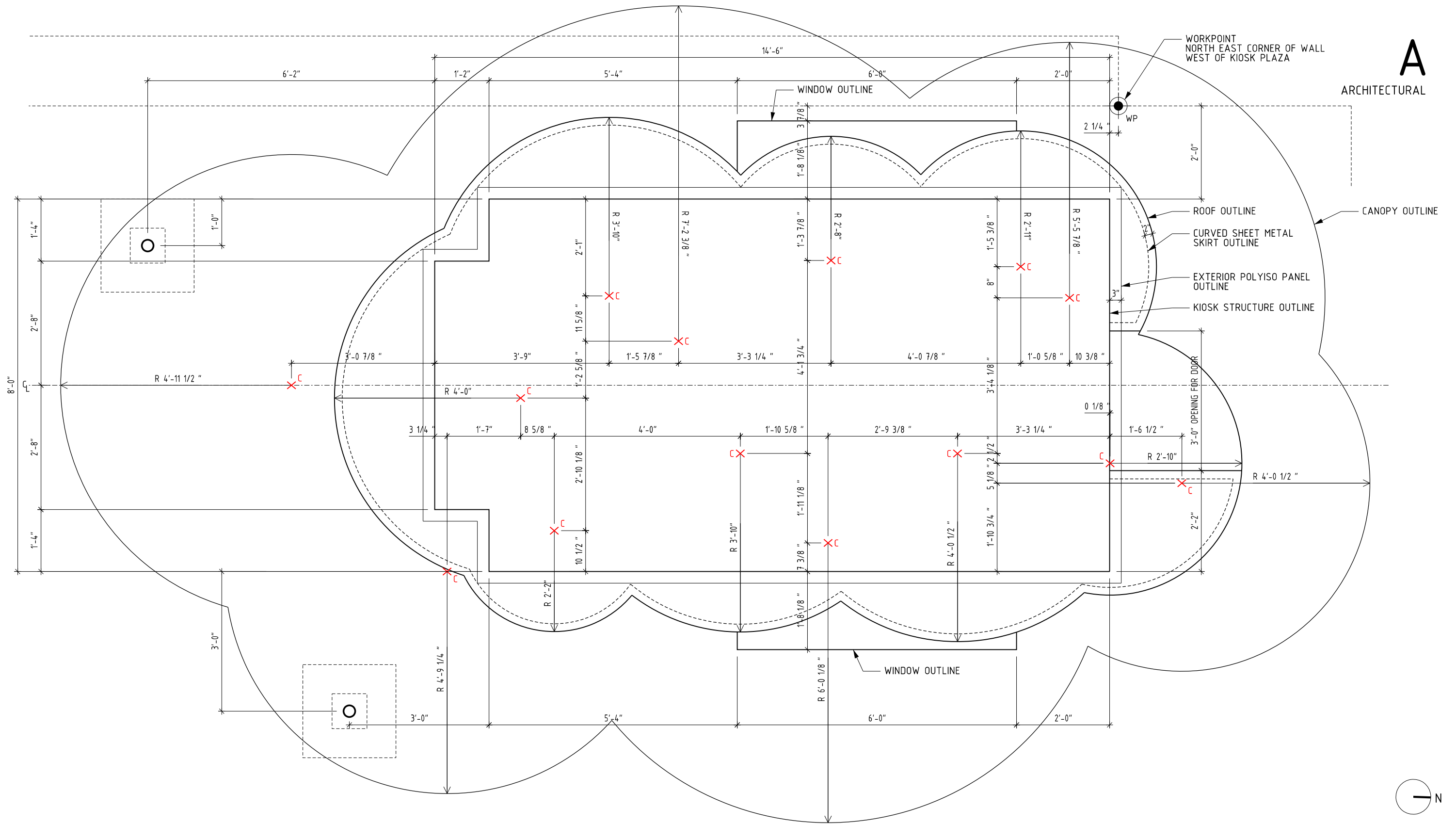
DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
 KIOSK FOOTING AND PAD DETAIL
 DATE
 3/6/2024
 SCALE
 1" = 1'-0"

DRAWING NO.
A-022.0



A

ARCHITECTURAL



DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

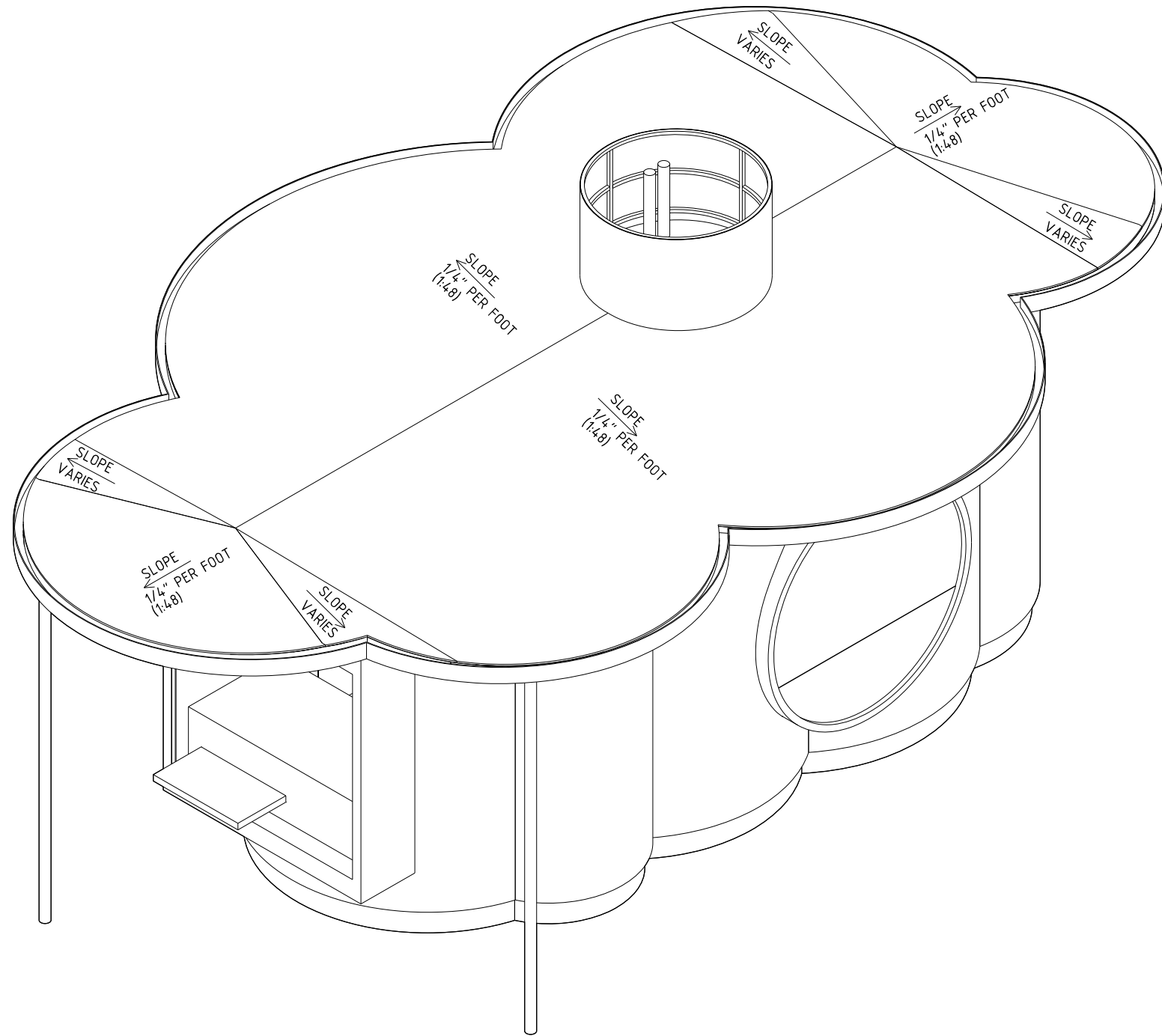
PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

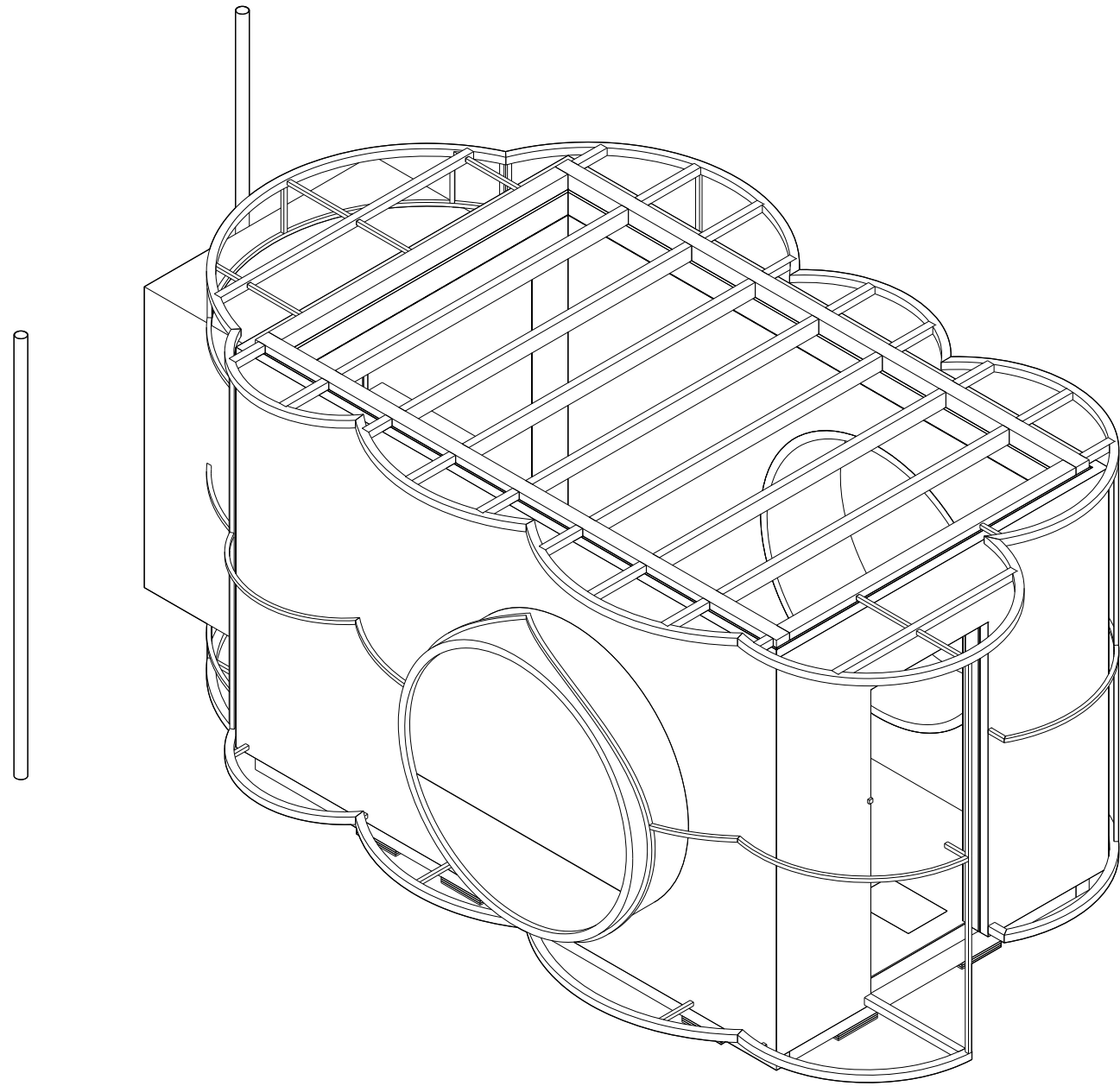
DRAWING TITLE
GEOMETRY
 DATE
 3/6/2024

SCALE
 1/2" = 1'-0"

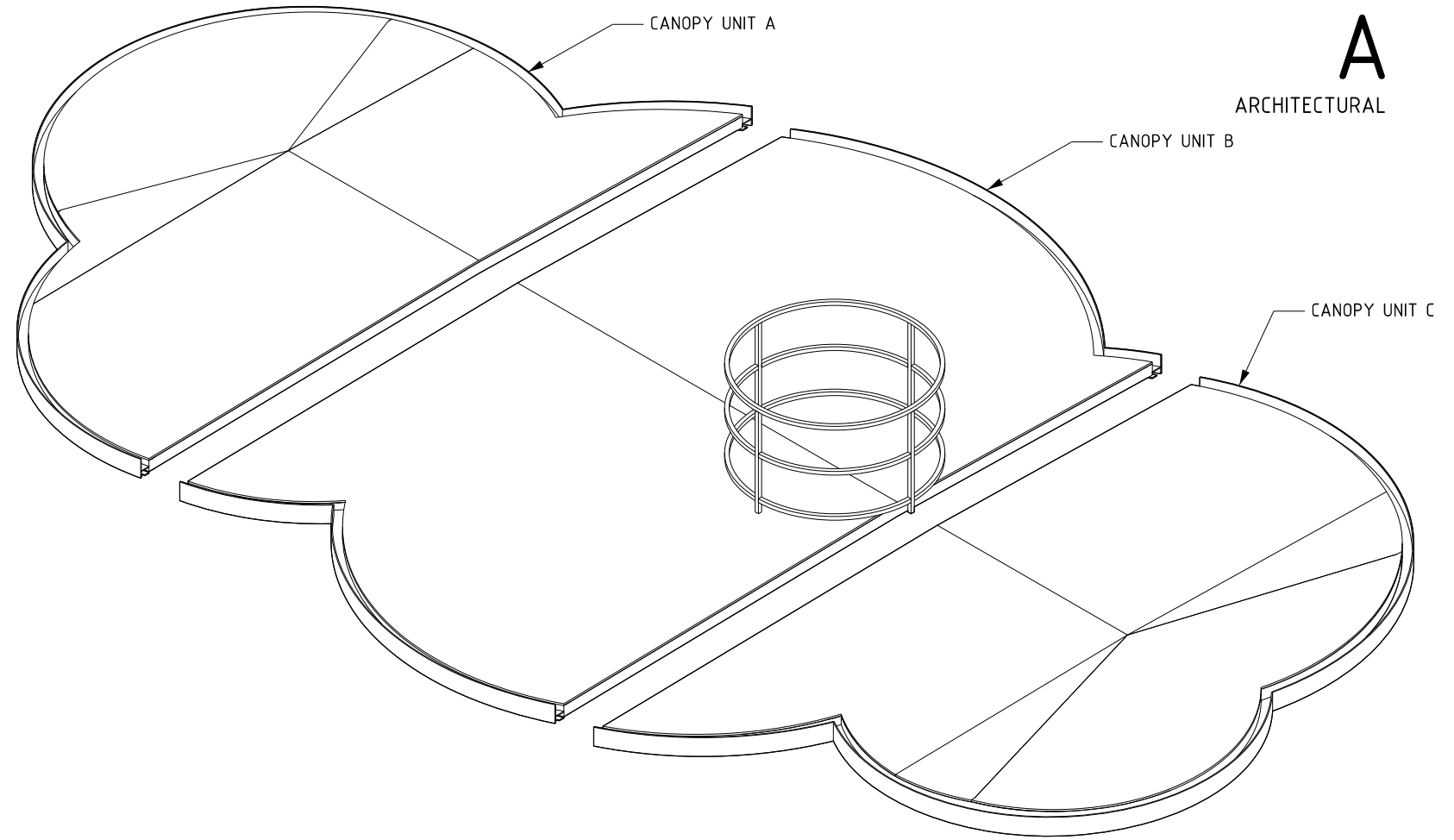
DRAWING NO.
A-030.0



LOOKING FROM SOUTH/EAST CORNER
1 KIOSK
 SCALE: NTS

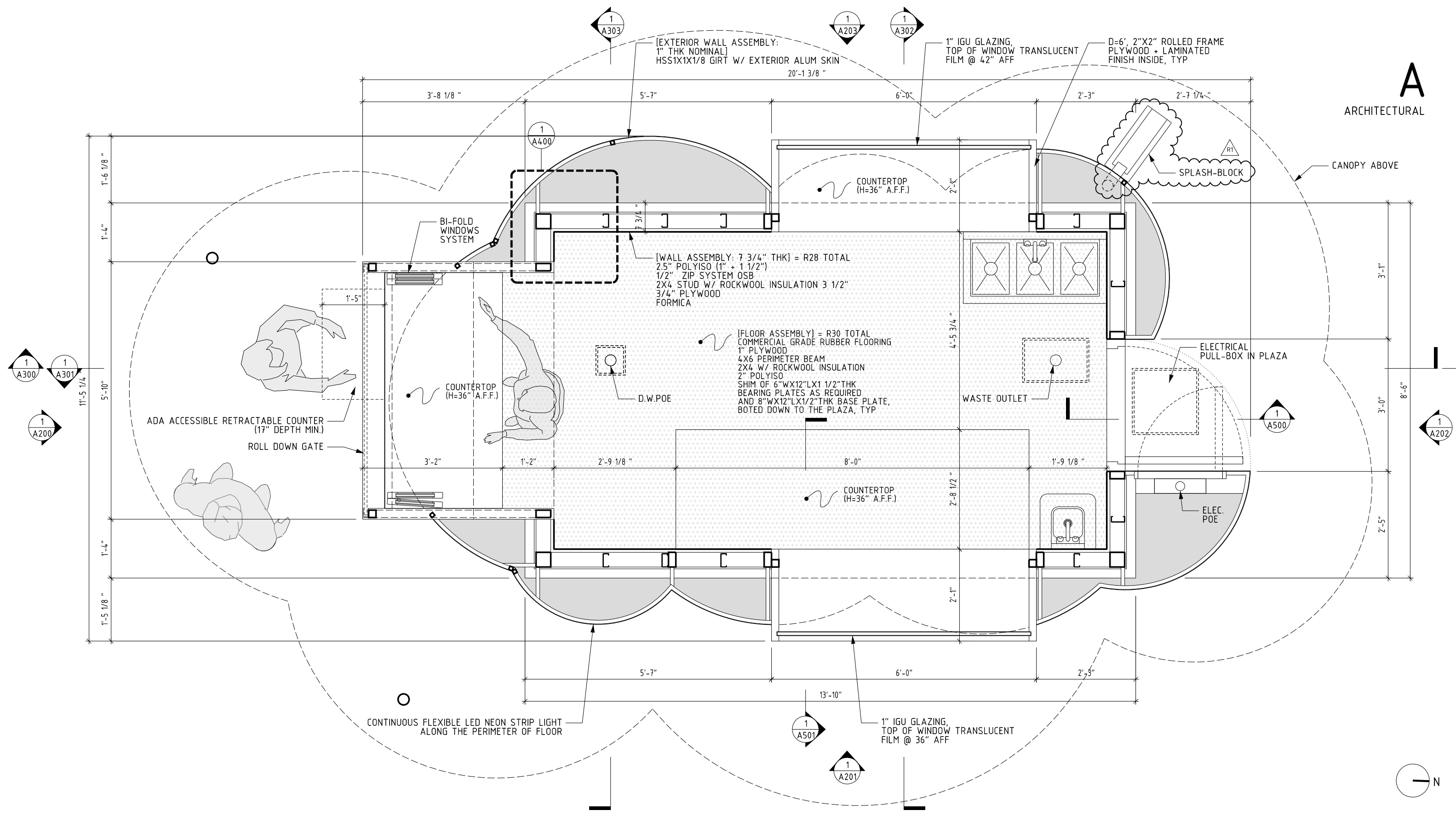


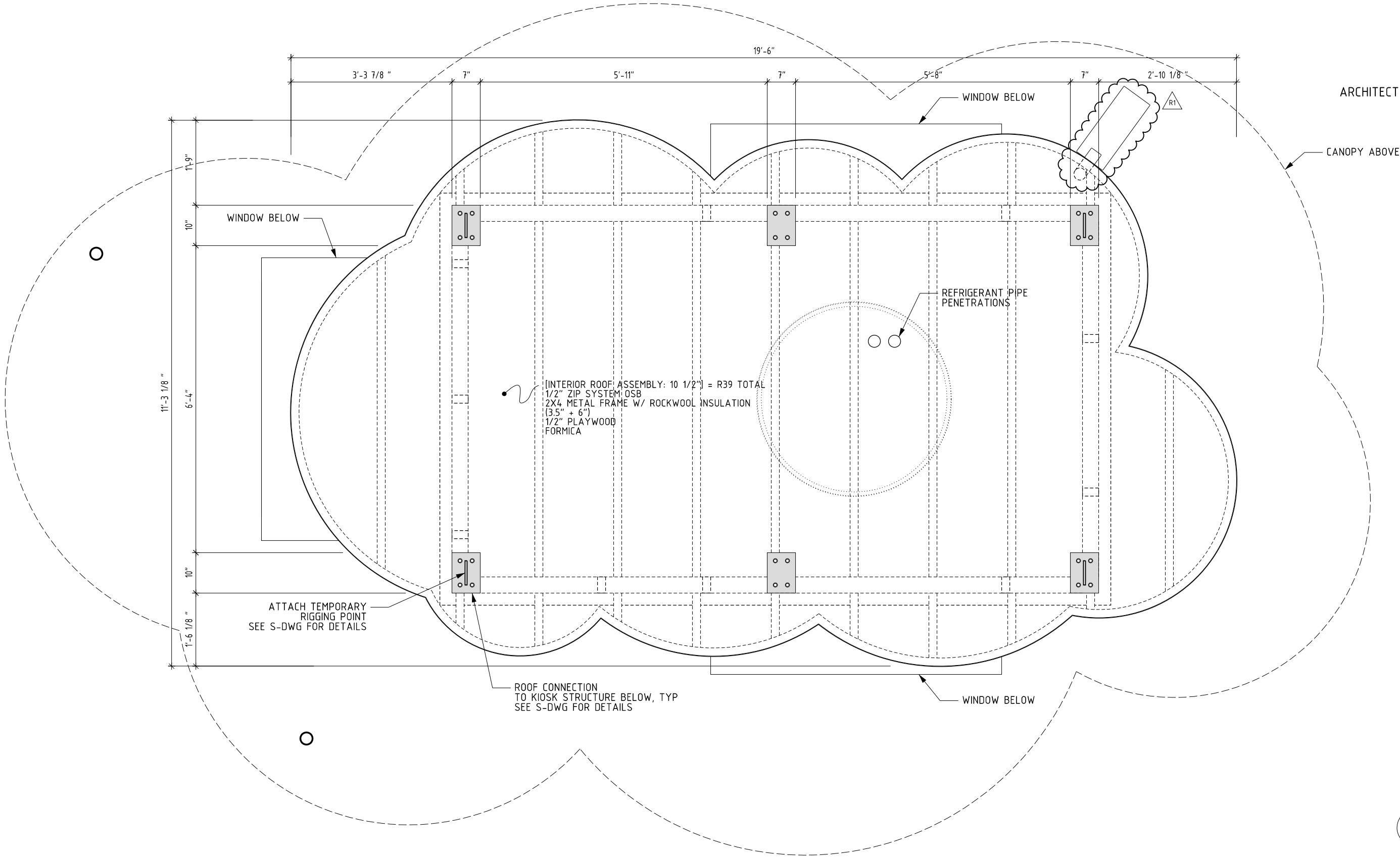
2 LOOKING FROM NORTH/EAST CORNER
KIOSK FRAMING WITHOUT SKIN
 SCALE: NTS

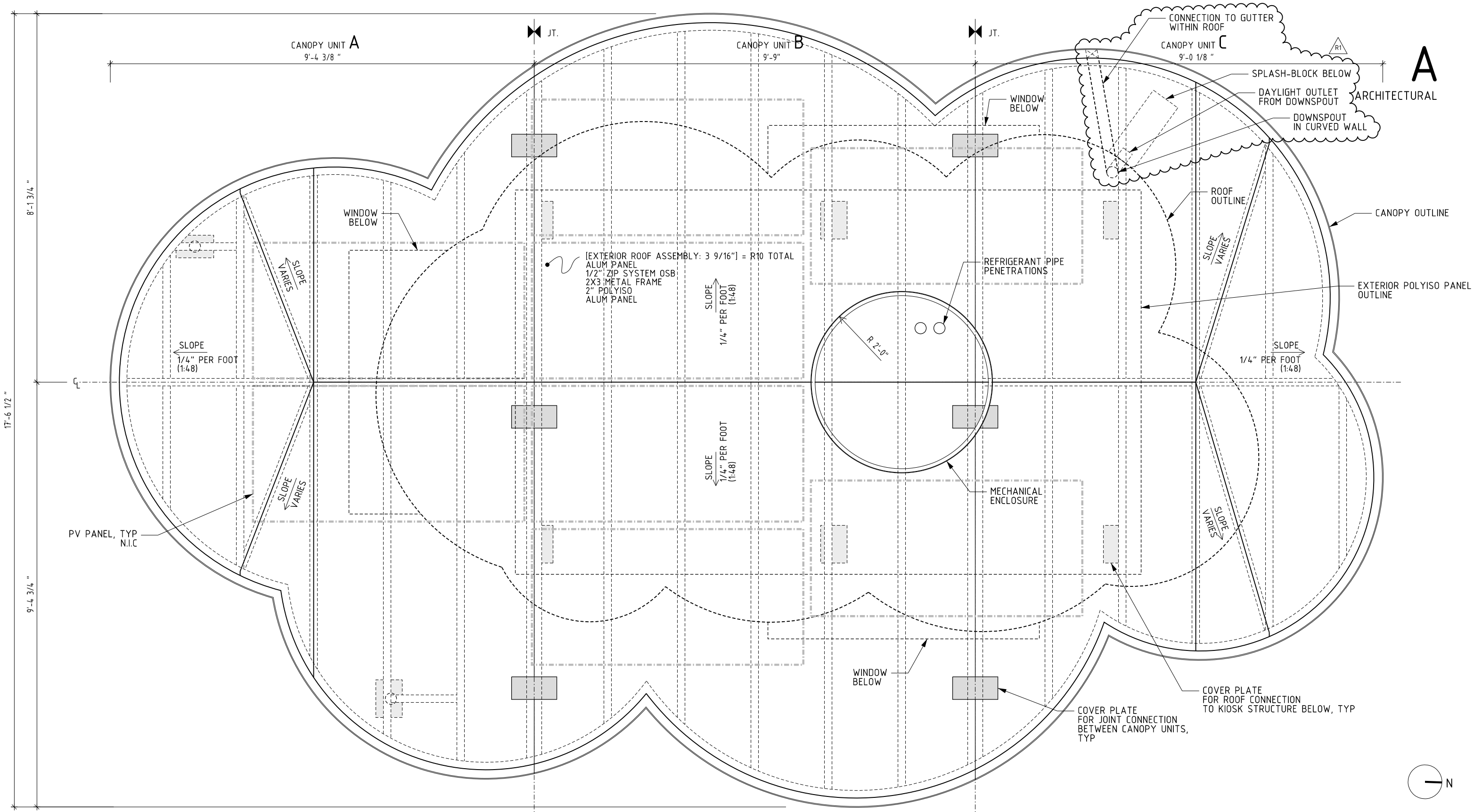


A
 ARCHITECTURAL

1 LOOKING FROM NORTH/EAST CORNER
CANOPY UNITS
 SCALE: NTS







DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

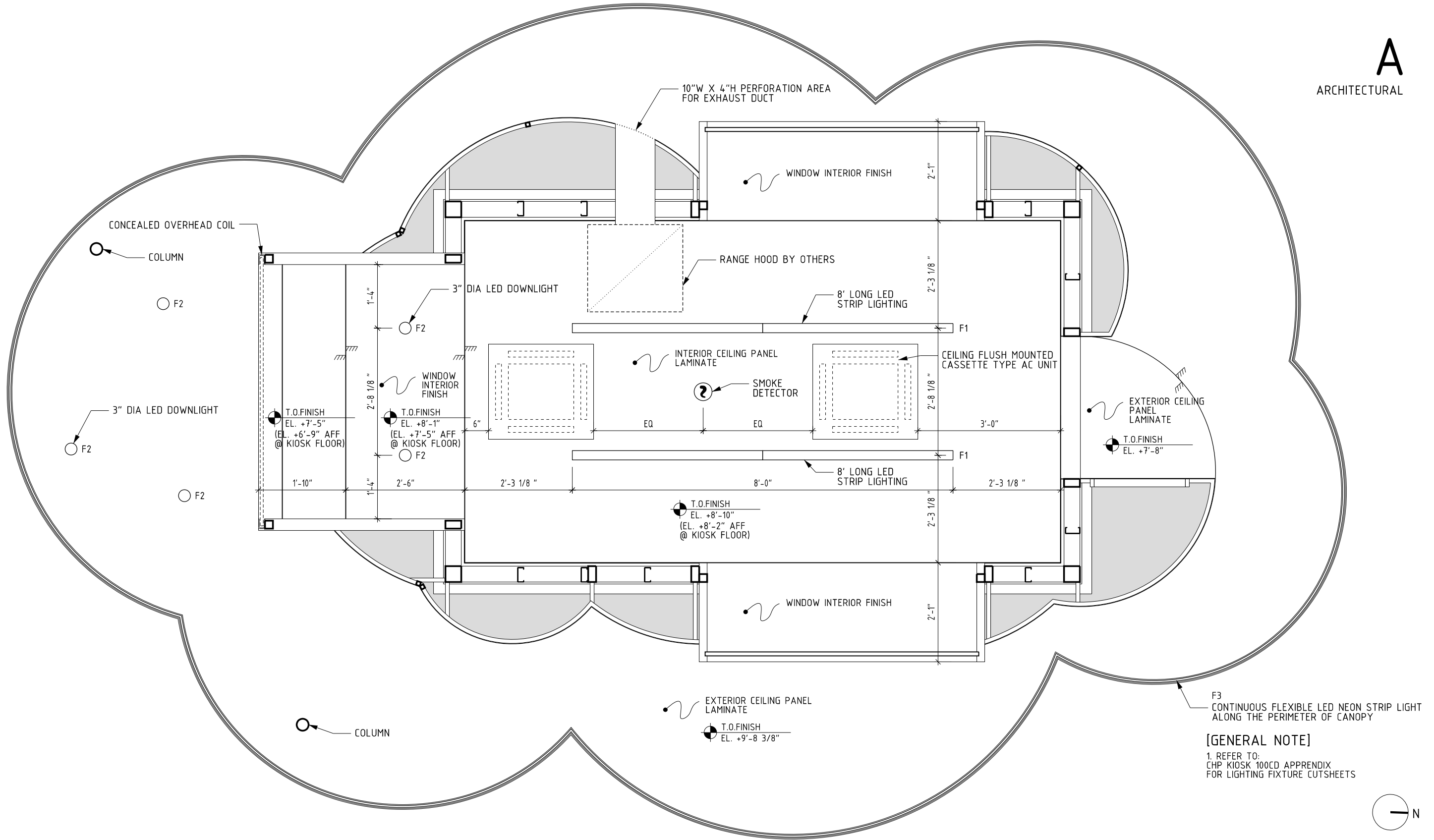
PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
FLOOR PLAN - CANOPY
 DATE
 3/28/2024

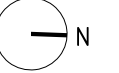
SCALE
 1/2" = 1'-0"

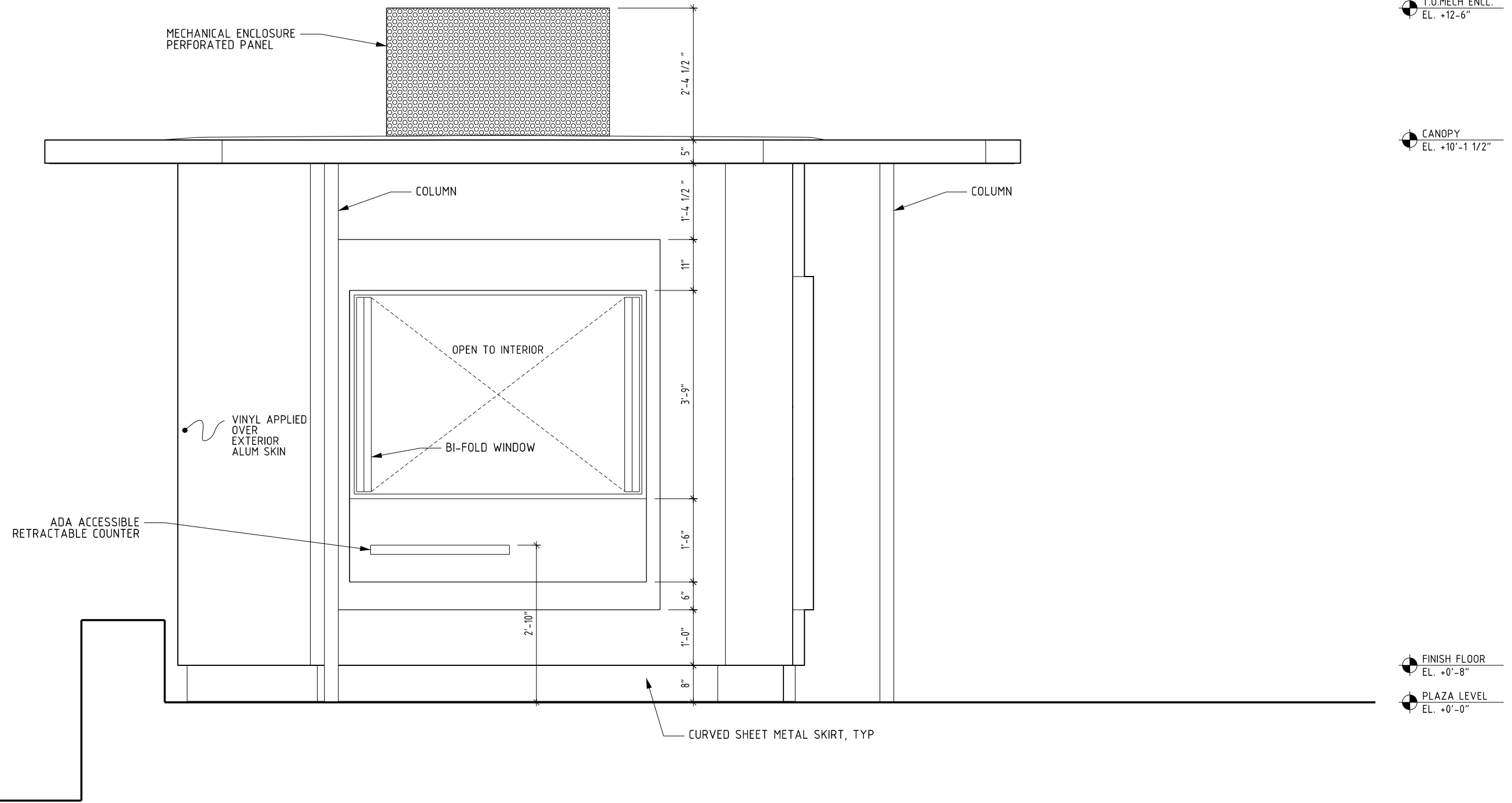
DRAWING NO.
A-102.0

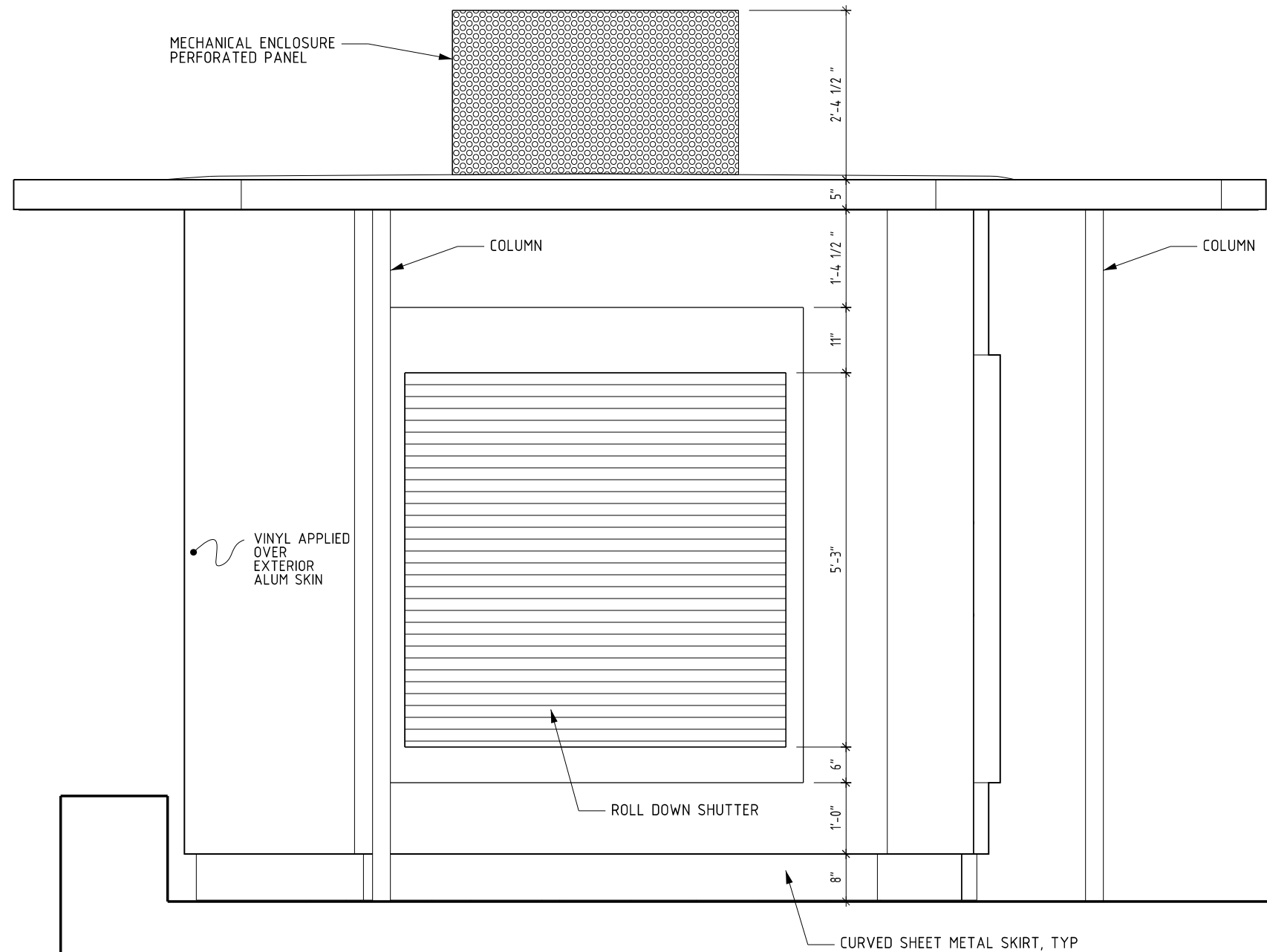


F3 CONTINUOUS FLEXIBLE LED NEON STRIP LIGHT ALONG THE PERIMETER OF CANOPY

[GENERAL NOTE]
1. REFER TO:
CHP KIOSK 100CD APPENDIX
FOR LIGHTING FIXTURE CUTSHEETS





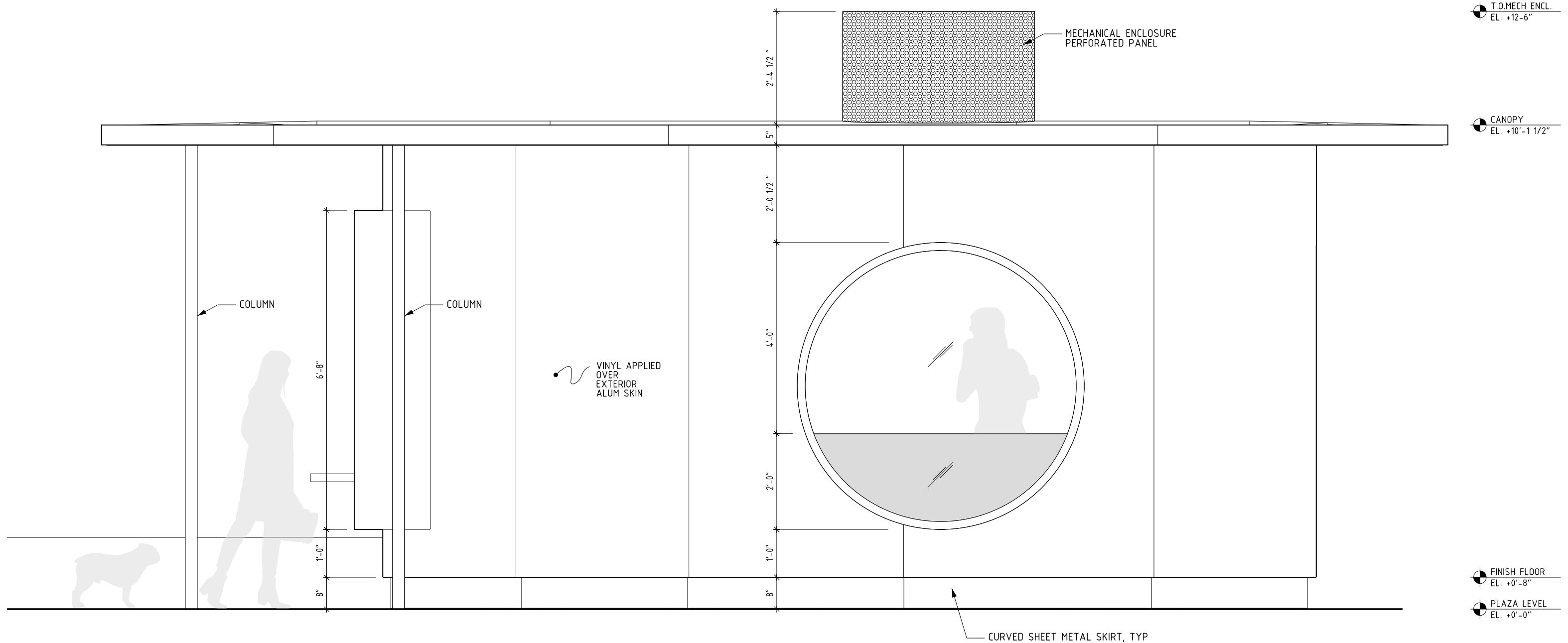


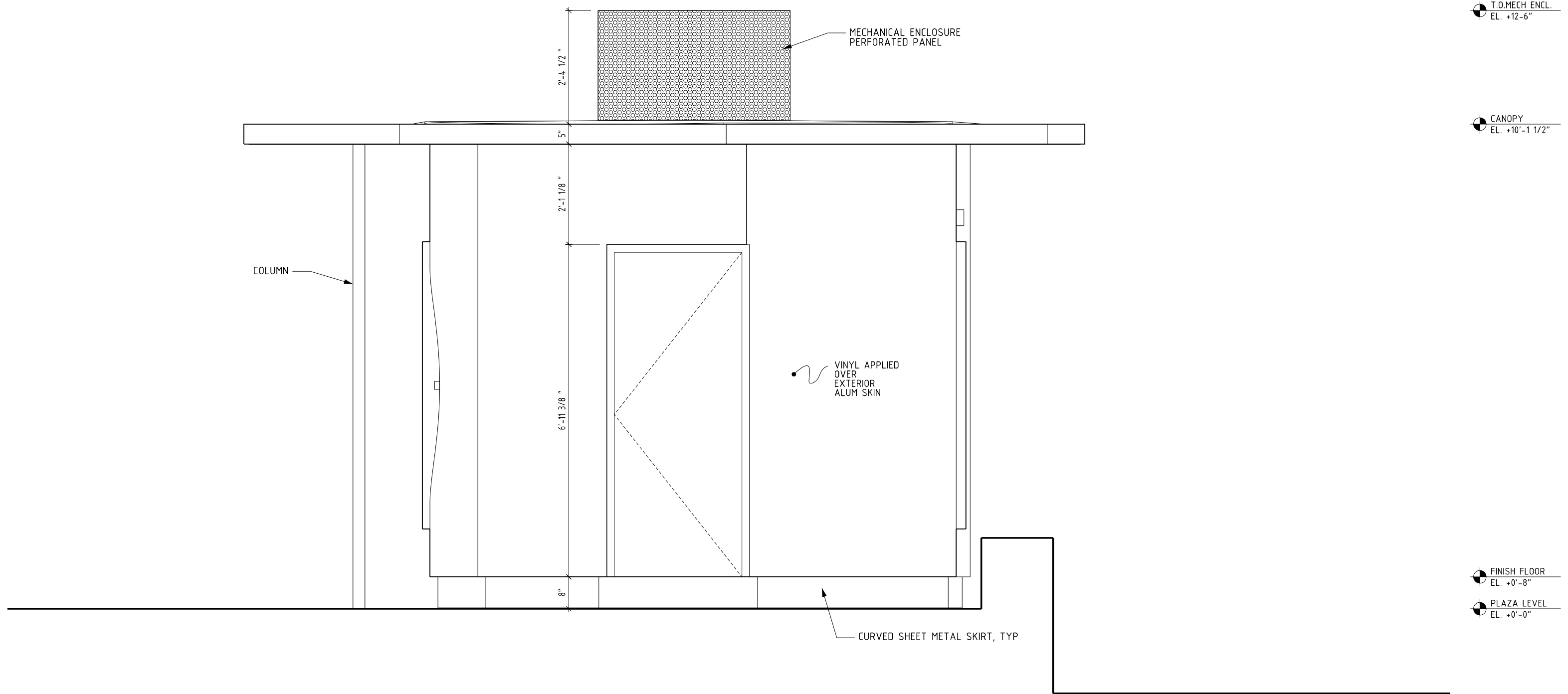
T.O. MECH ENCL.
EL. +12'-6"

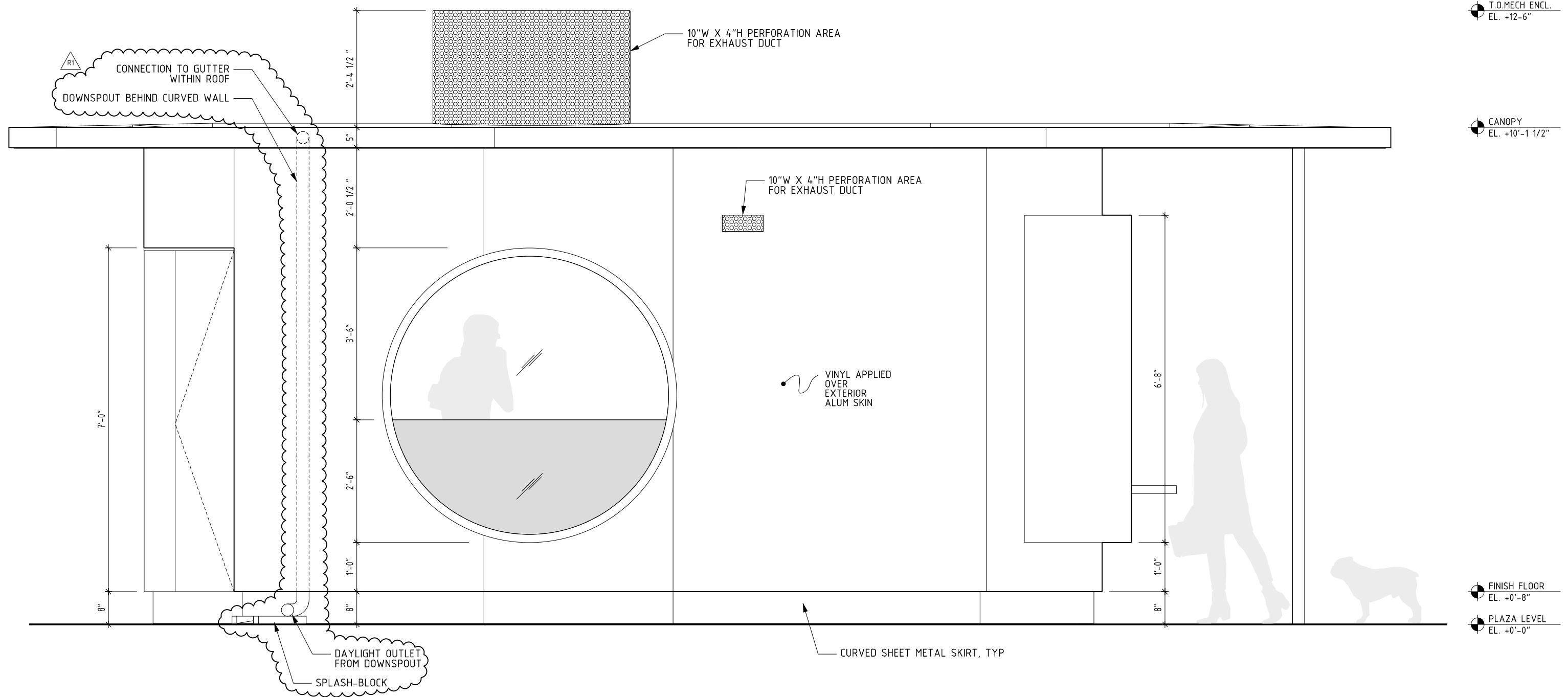
CANOPY
EL. +10'-1 1/2"

FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"





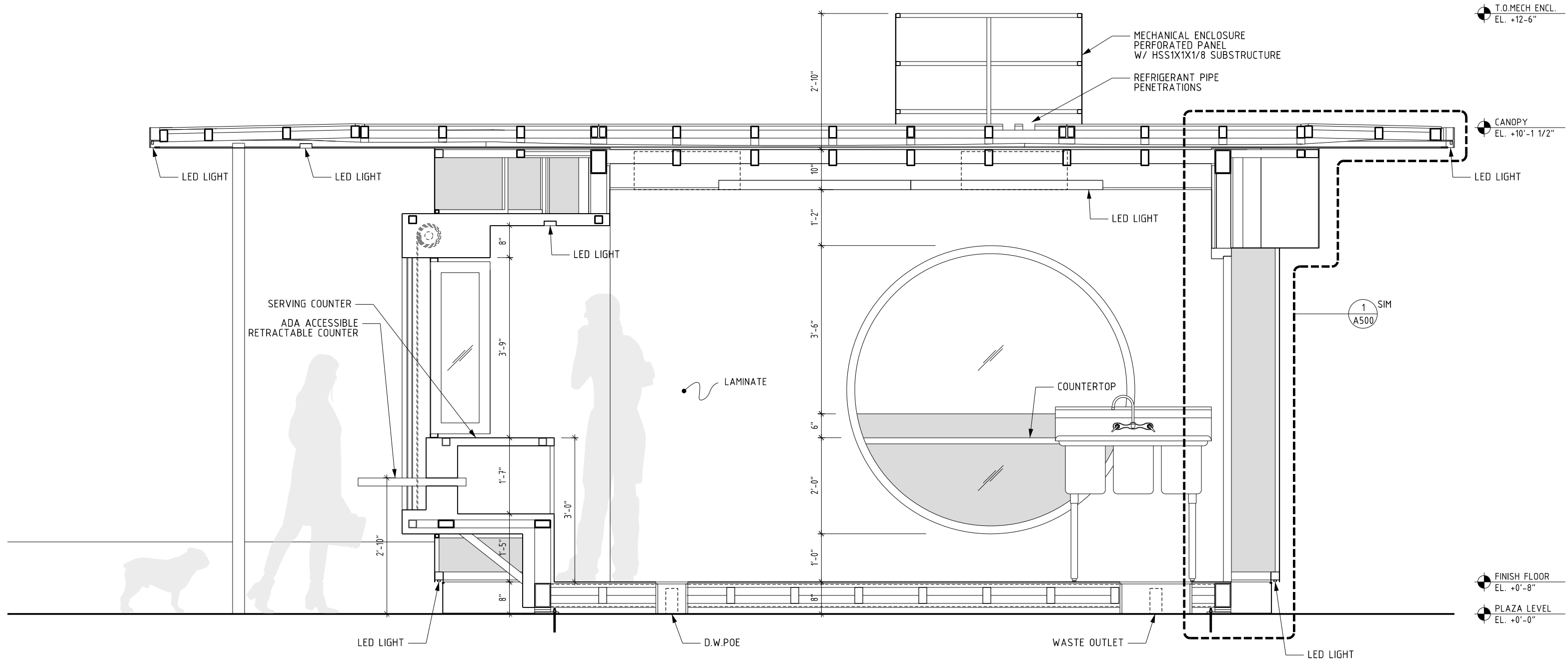


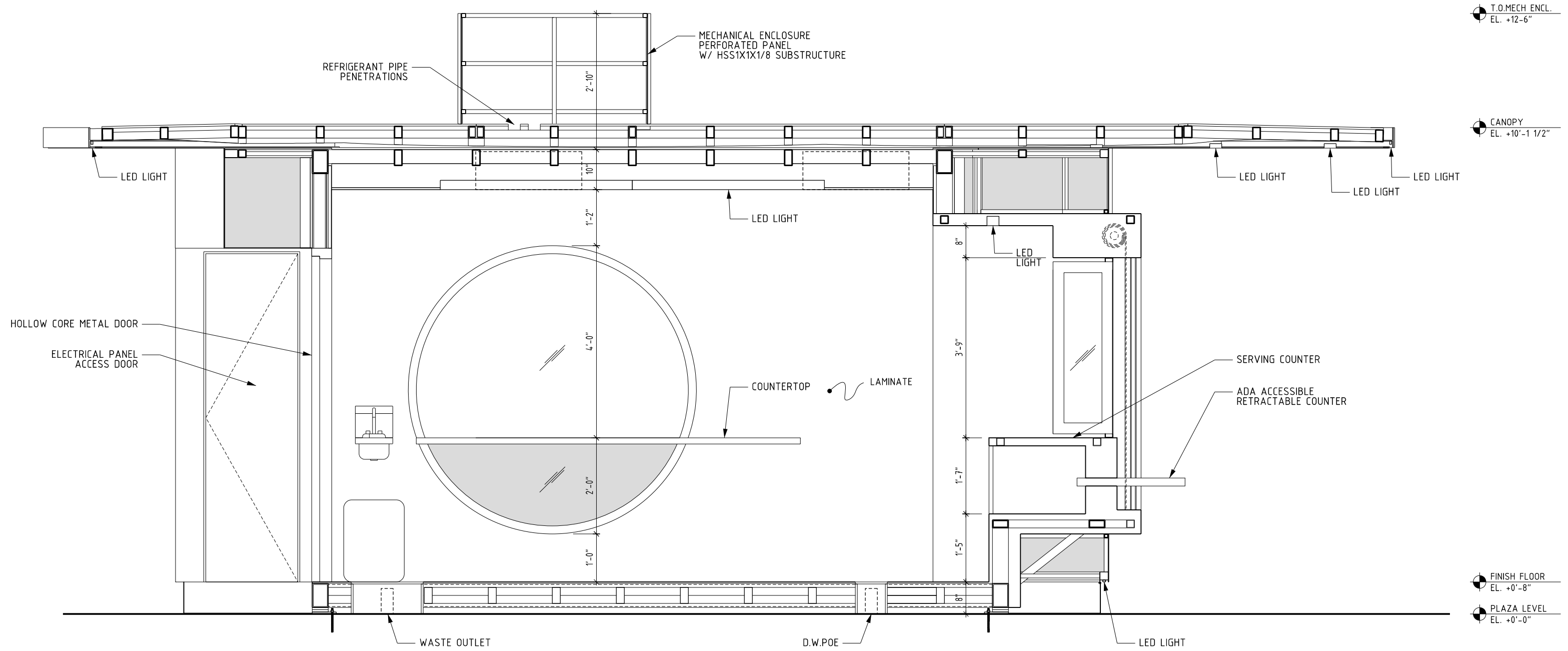
T.O.MECH ENCL.
EL. +12'-6"

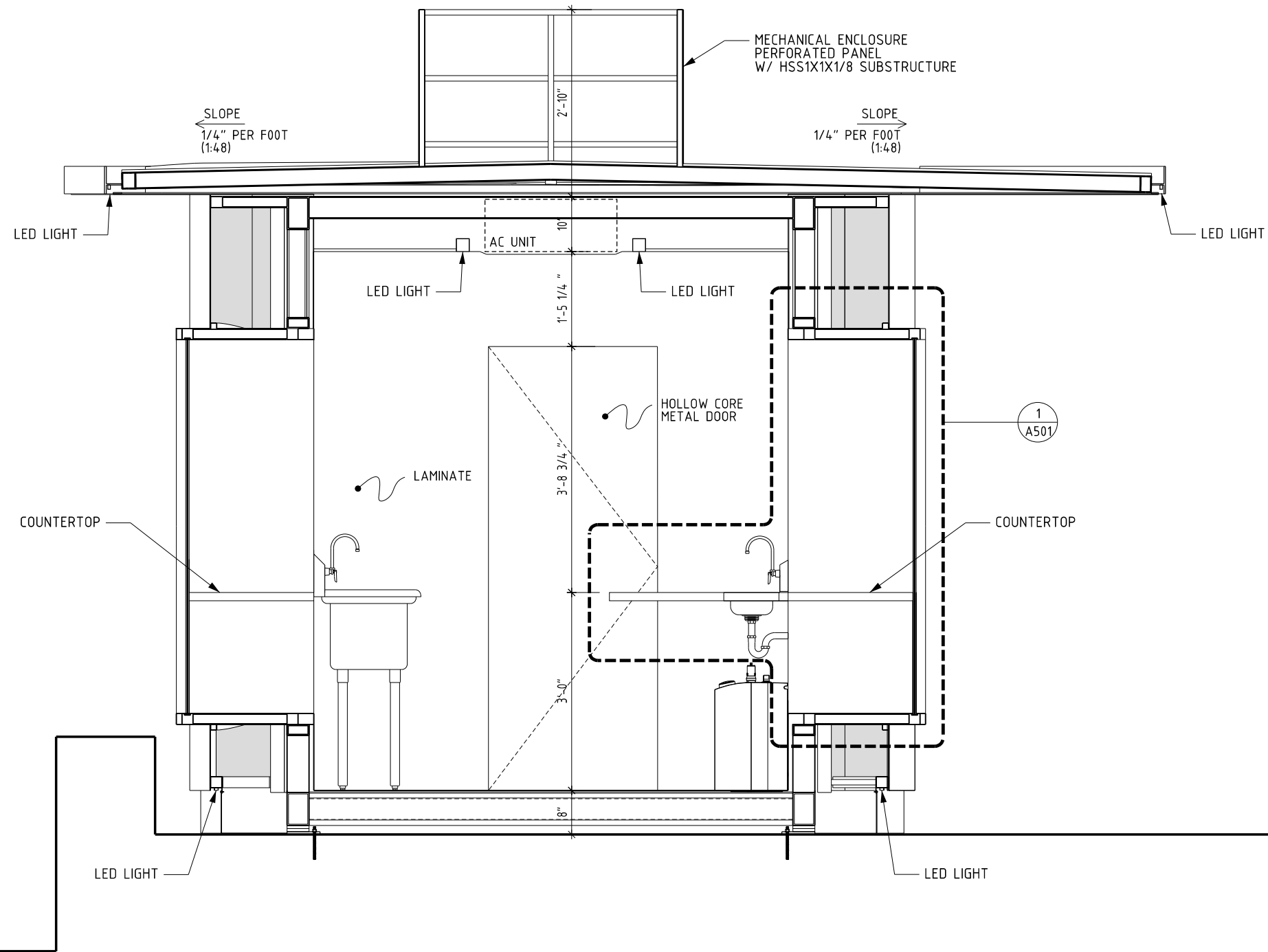
CANOPY
EL. +10'-1 1/2"

FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"







T.O. MECH ENCL.
EL. +12'-6"

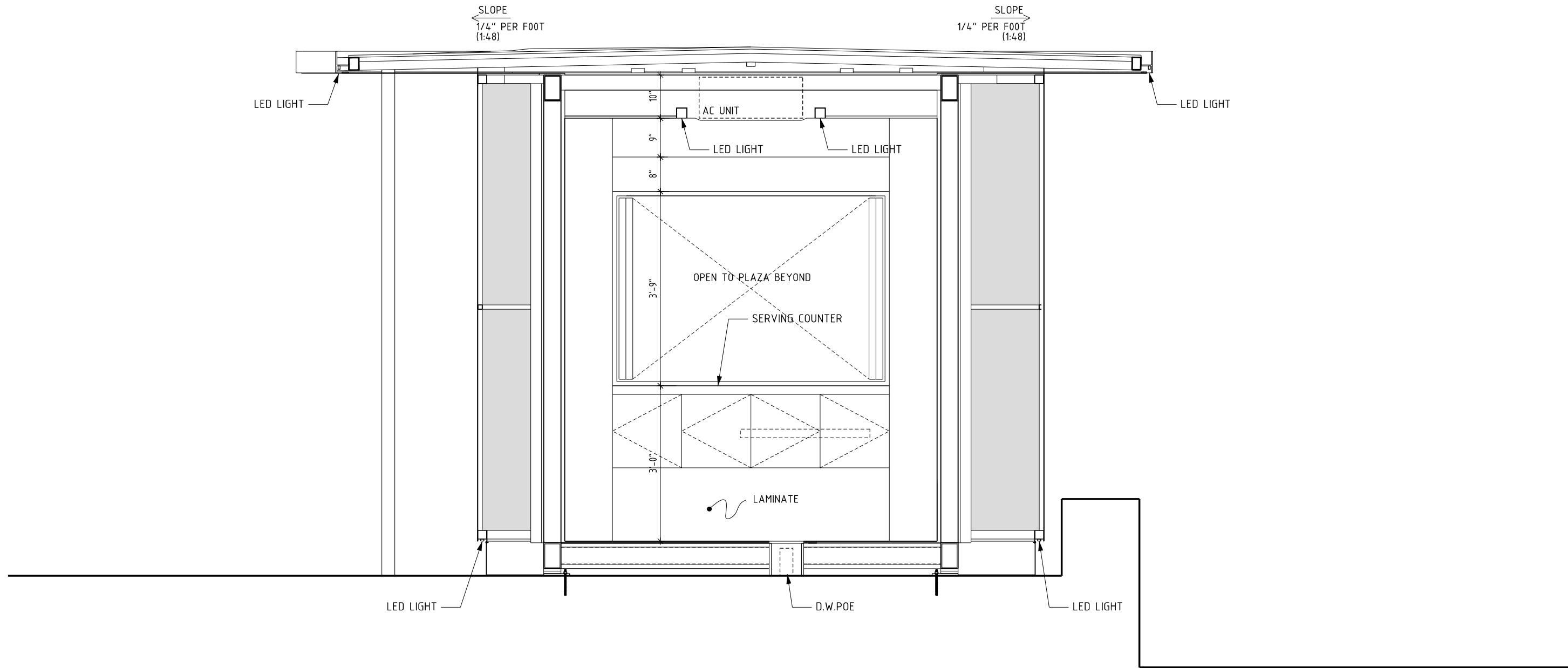
CANOPY
EL. +10'-1 1/2"

FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"

T.O. MECH ENCL.
EL. +12'-6"

CANOPY
EL. +10'-1 1/2"



FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"

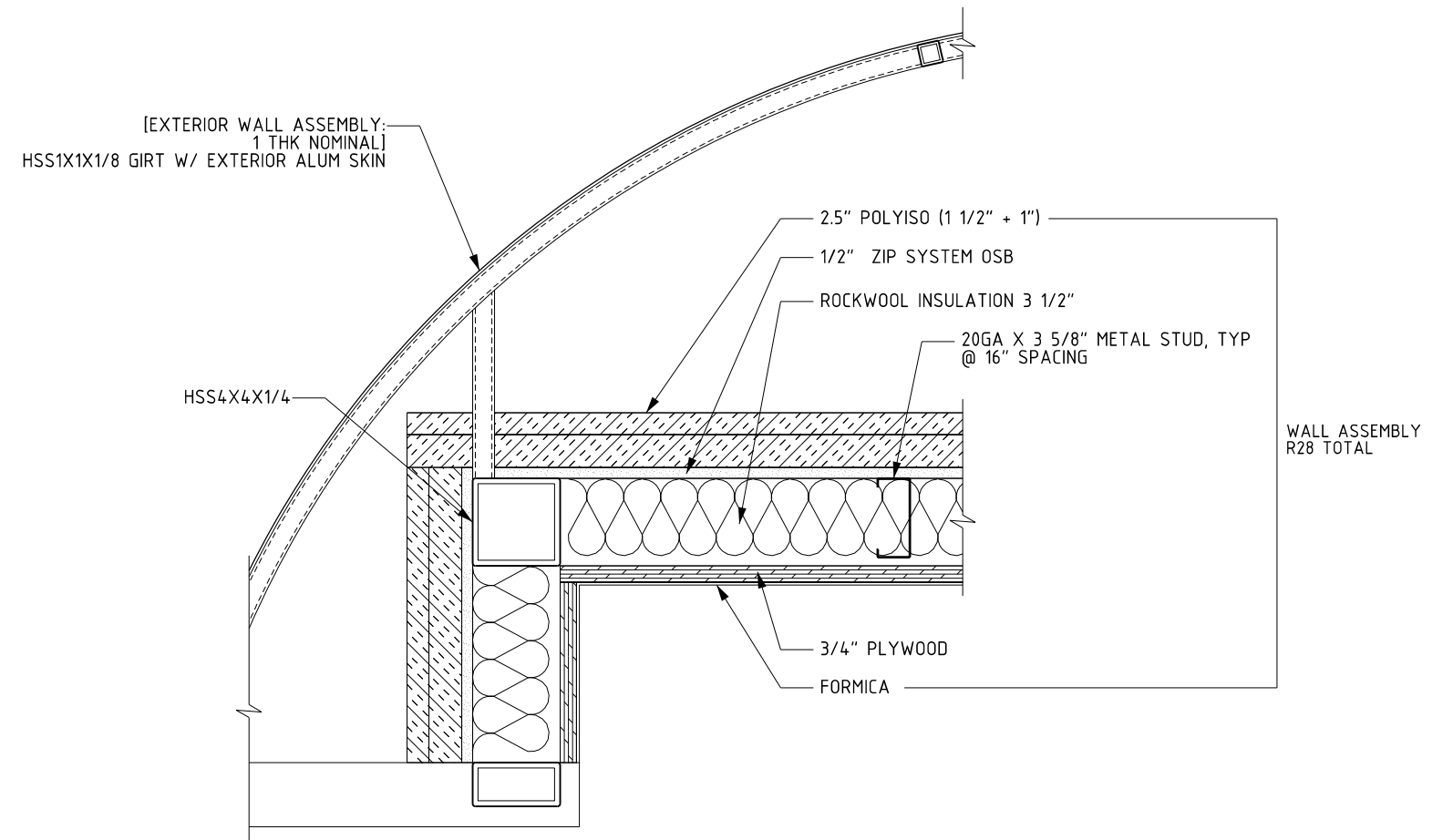
DESIGN-BUILD
RENZ + E | WADE AND LETA
STUDIO SEO
HARRIS STRUCTURAL ENGINEERING
ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO

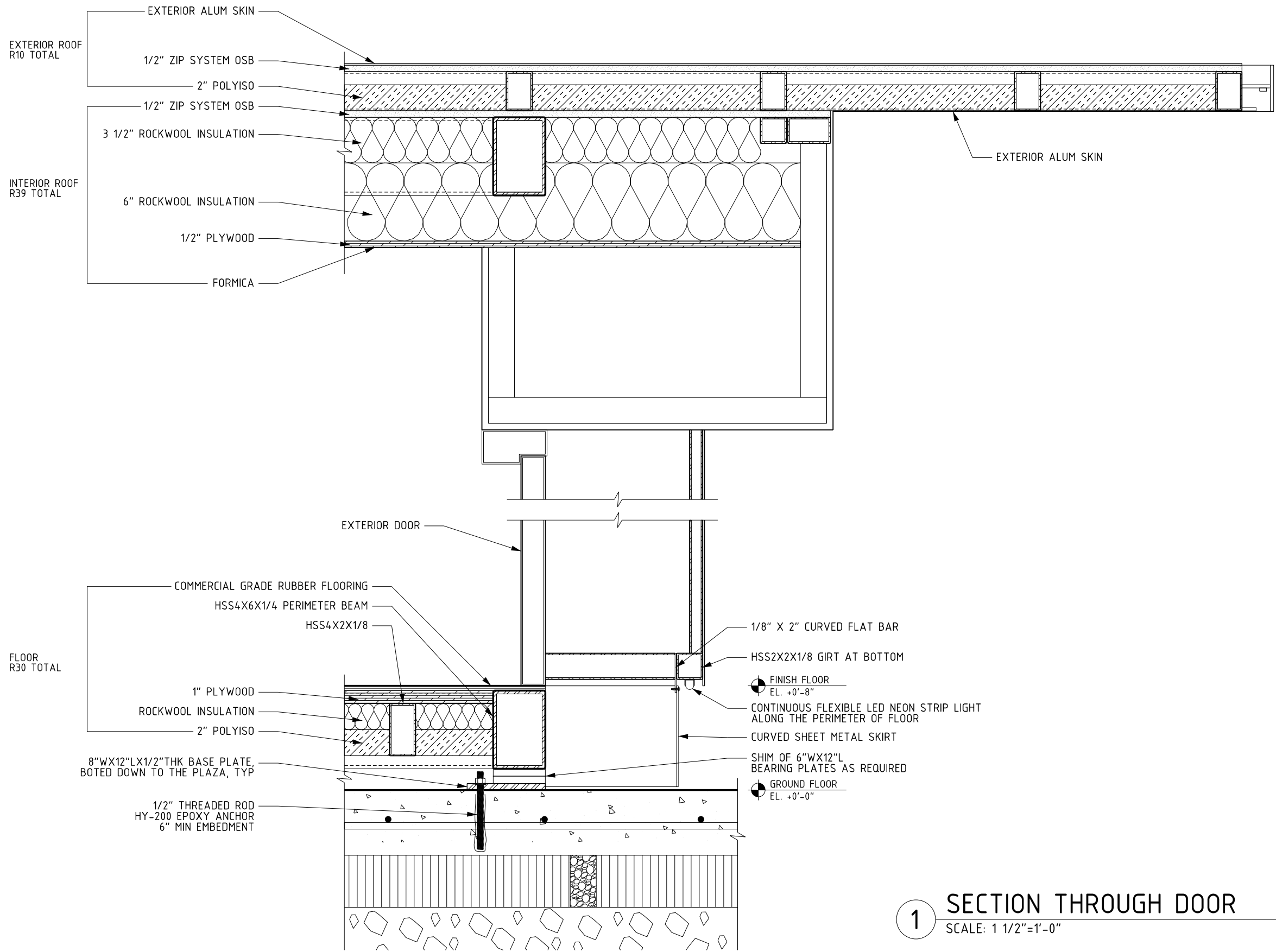
PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
SECTION - CROSS LOOKING SOUTH
DATE
3/6/2024
SCALE
1/2" = 1'-0"

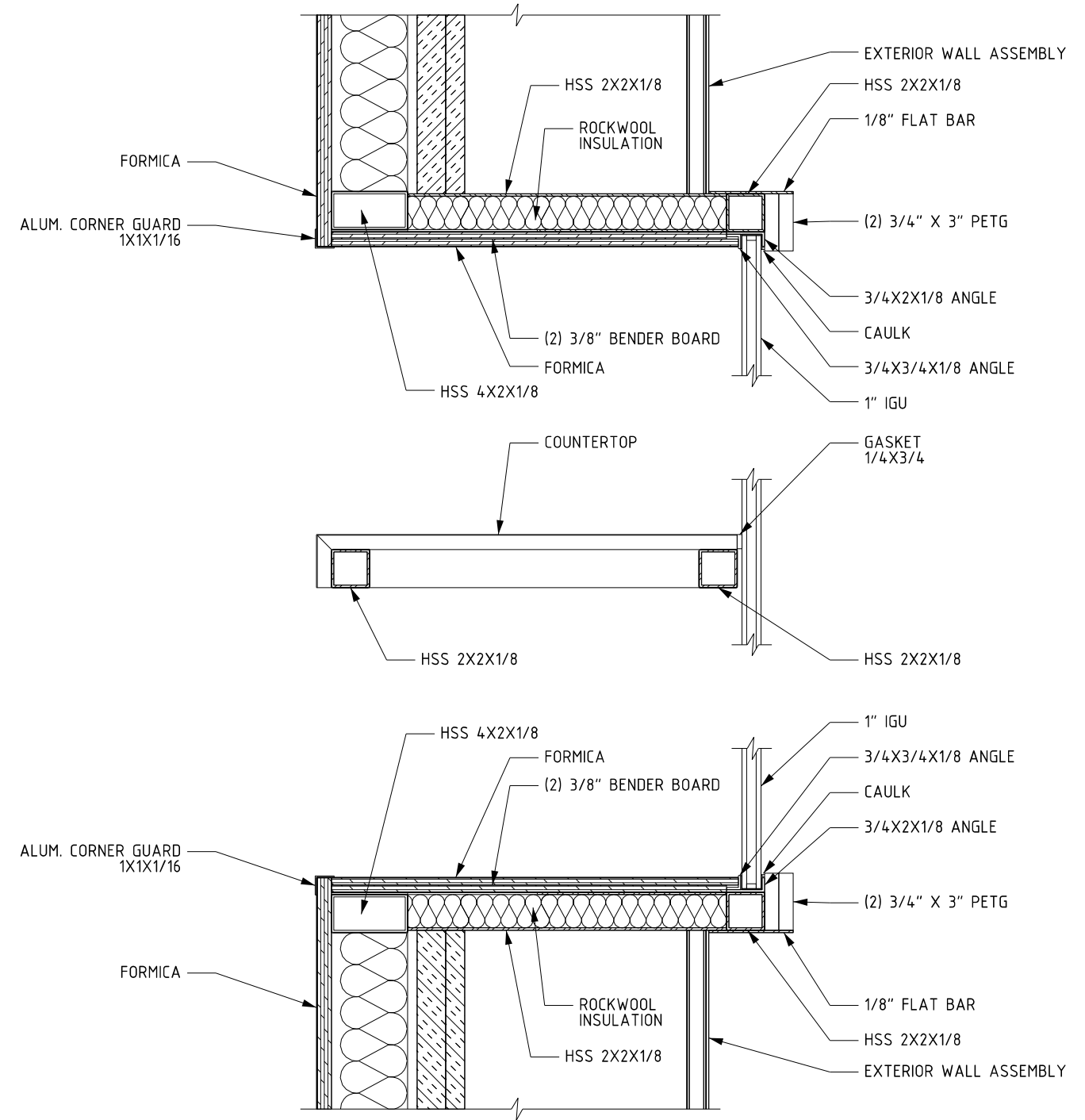
DRAWING NO.
A-303.0



1 PLAN DETAIL
SCALE: 1 1/2"=1'-0"



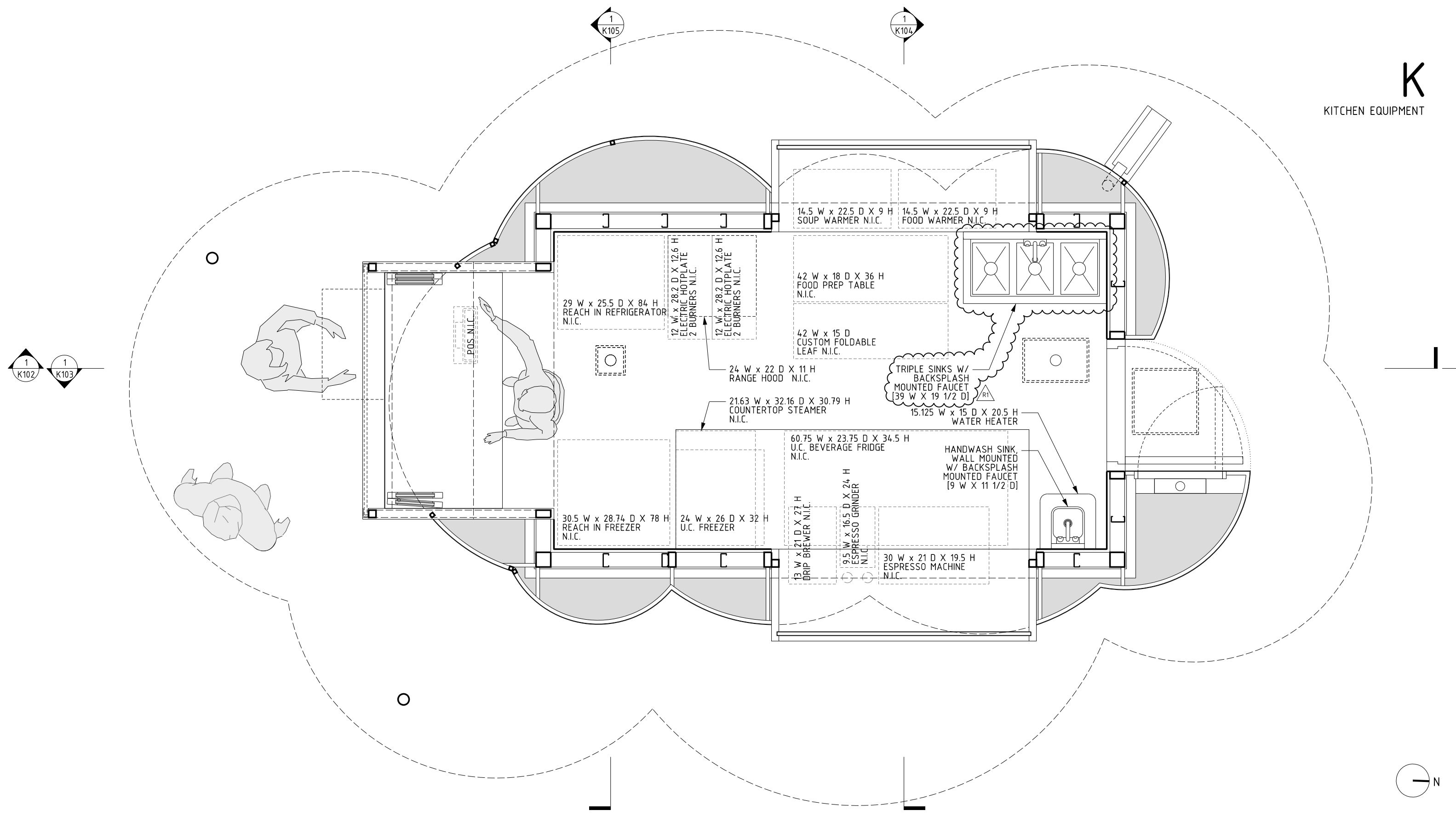
1 SECTION THROUGH DOOR
SCALE: 1 1/2"=1'-0"



1 SECTION THROUGH WINDOW
SCALE: 1 1/2" = 1'-0"

K

KITCHEN EQUIPMENT



DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

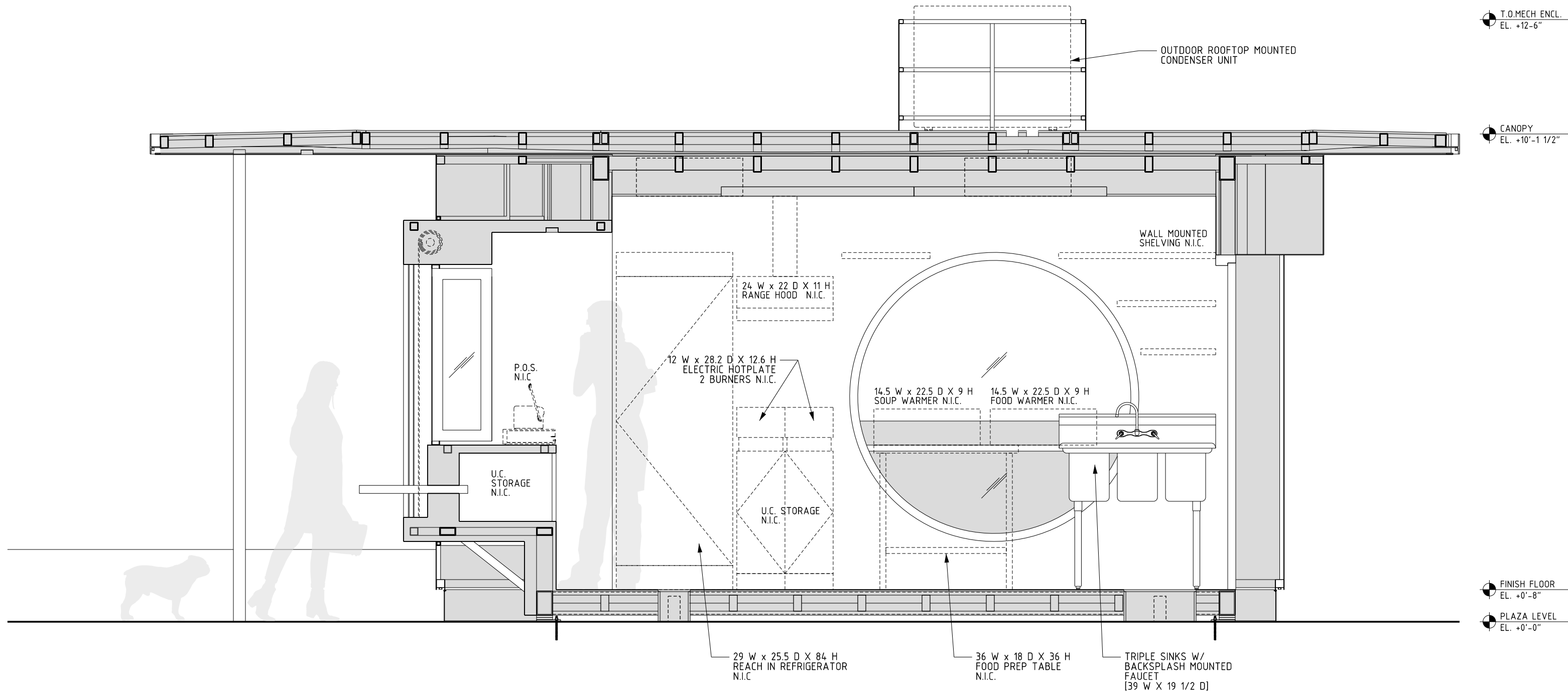
DRAWING TITLE
 KIOSK EQUIPMENT PLAN
 DATE
 3/28/2024

SCALE
 1/2" = 1'-0"

DRAWING NO.
K-101.0

K

KITCHEN EQUIPMENT



DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS

50 MEADOW ST. BROOKLYN NY 11206

HARRIS STRUCTURAL ENGINEERING

PROJECT NUMBER

2308CHP

CLIENT

BURLINGTON CEDO

PROJECT NAME

CITY HALL PARK KIOSK

PROJECT ADDRESS

CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE

SECTION - LONGITUDINAL LOOKING WEST

DATE

3/6/2024

SCALE

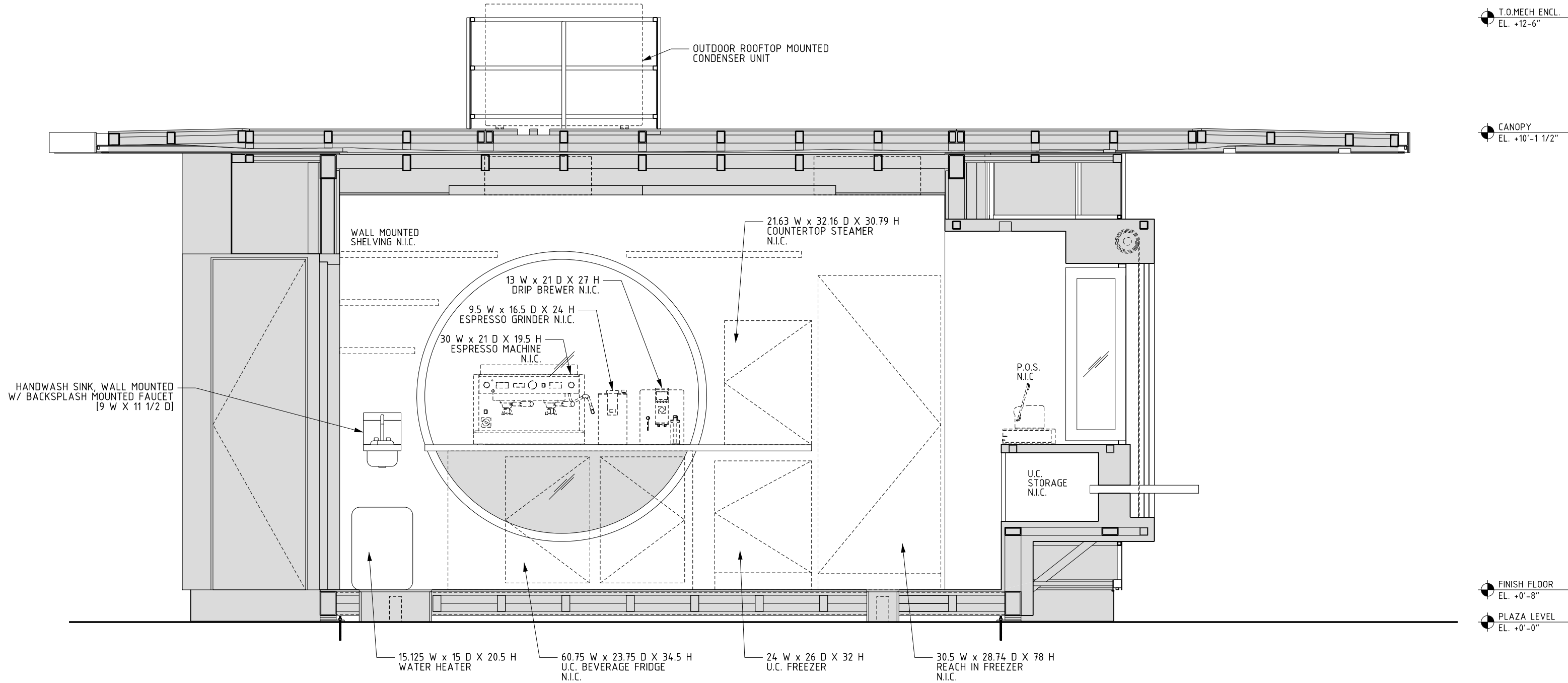
1/2" = 1'-0"

DRAWING NO.

K-102.0

K

KITCHEN EQUIPMENT



DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

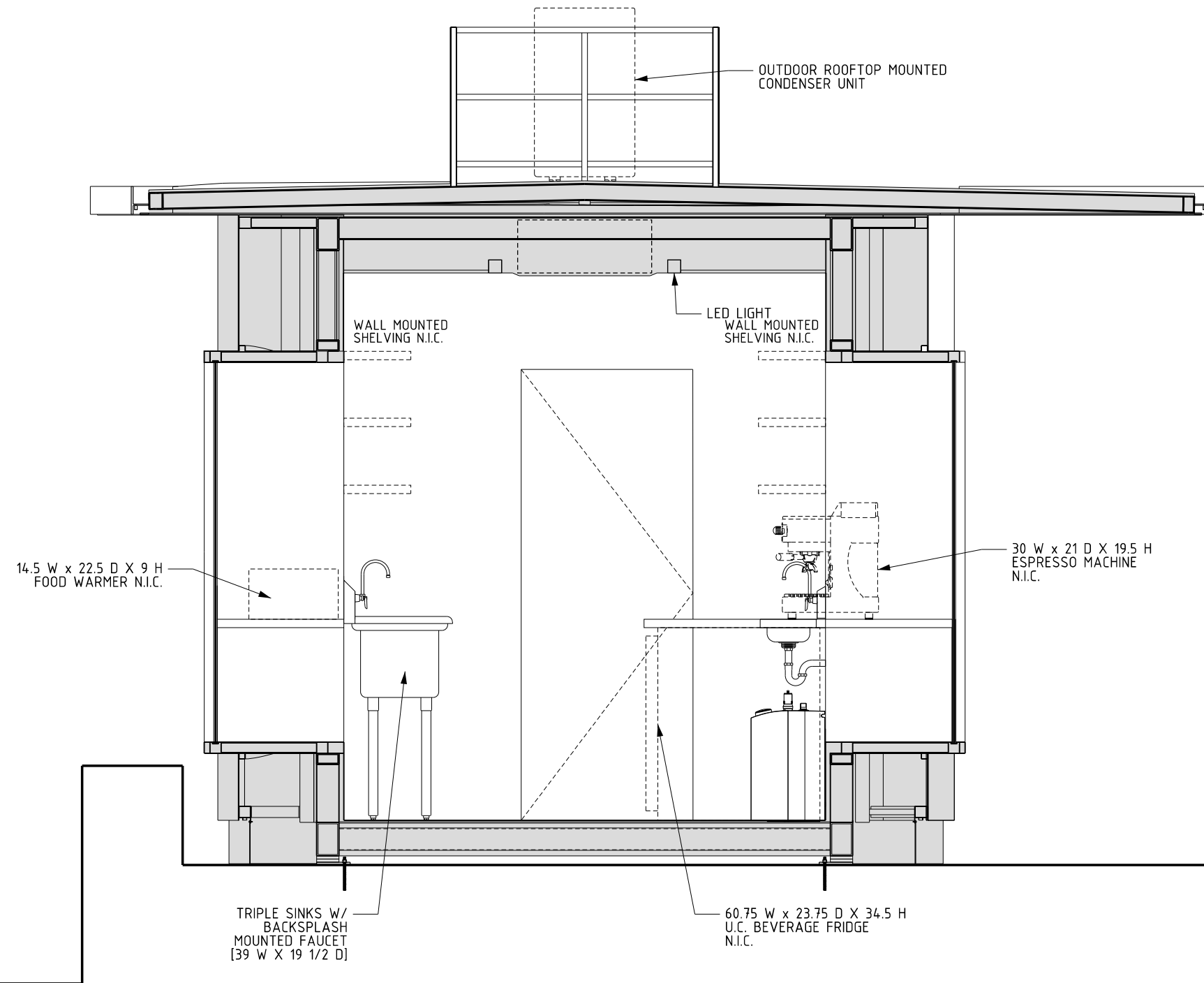
PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
 SECTION - LONGITUDINAL LOOKING EAST
 DATE
 3/6/2024
 SCALE
 1/2" = 1'-0"

DRAWING NO.
K-103.0

K

KITCHEN EQUIPMENT



T.O. MECH ENCL.
EL. +12'-6"

CANOPY
EL. +10'-1 1/2"

FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"

DESIGN-BUILD

RENZO E | WADE AND LETA
STUDIO SEO

ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

HARRIS STRUCTURAL ENGINEERING

PROJECT NUMBER

2308CHP

CLIENT

BURLINGTON CEDO

PROJECT NAME

CITY HALL PARK KIOSK

PROJECT ADDRESS

CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE

SECTION - CROSS LOOKING NORTH

DATE

3/6/2024

SCALE

1/2" = 1'-0"

DRAWING NO.

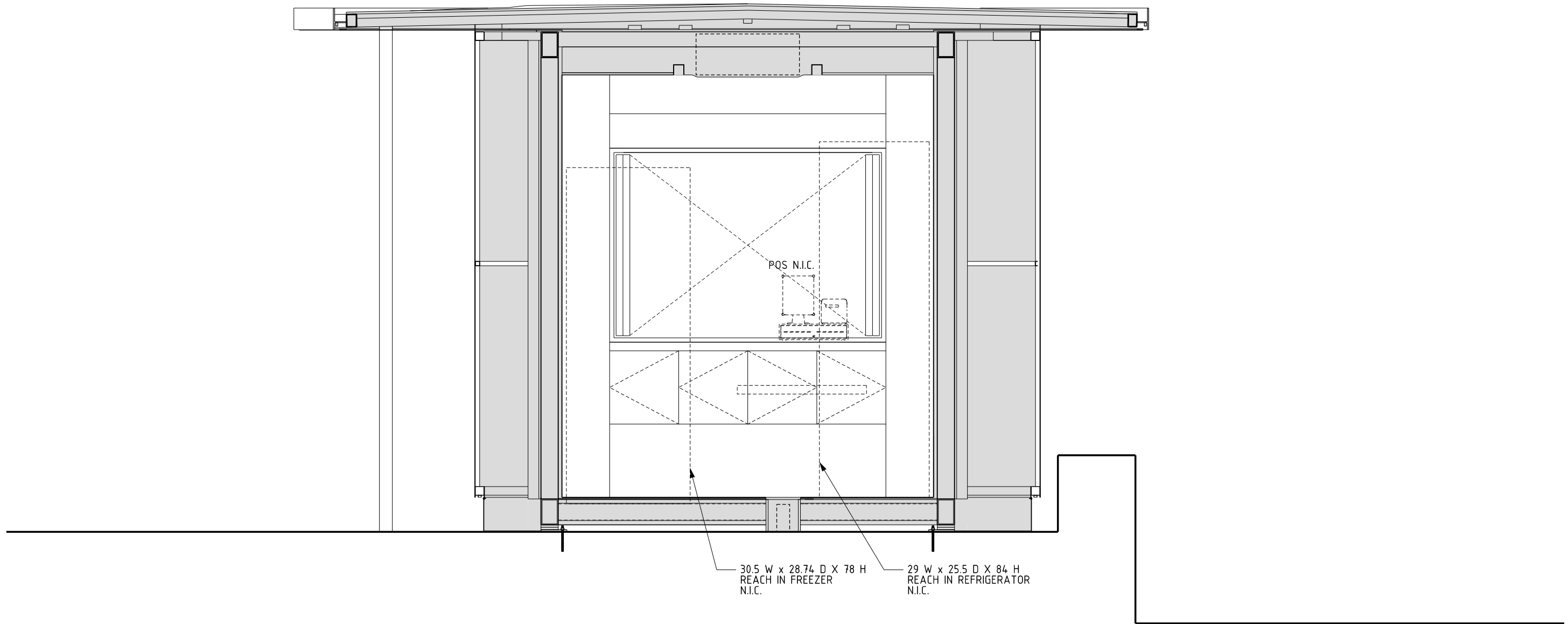
K-104.0

K

KITCHEN EQUIPMENT

T.O. MECH ENCL.
EL. +12'-6"

CANOPY
EL. +10'-1 1/2"



FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"

DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

HARRIS STRUCTURAL ENGINEERING

PROJECT NUMBER

2308CHP

CLIENT

BURLINGTON CEDO

PROJECT NAME

CITY HALL PARK KIOSK

PROJECT ADDRESS

CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE

SECTION - CROSS LOOKING SOUTH

DATE

3/6/2024

SCALE

1/2" = 1'-0"

DRAWING NO.

K-105.0

STEEL NOTES

- ALL WORK SHALL BE IN CONFORMANCE WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, LATEST EDITION.
- ALL STRUCTURAL WELDING SHALL BE DONE IN ACCORDANCE WITH AWS D1.1-LATEST EDITION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- ALL SHOP AND FIELD WELDERS SHALL BE CERTIFIED ACCORDING TO AWS PROCEDURES FOR THE WELDING PROCESS AND WELDING POSITION USED.
- STEEL PLATES & SHAPES SHALL CONFORM TO ASTM. A572 GR. 50.
- STEEL TUBES SHALL CONFORM TO ASTM. A500, GRADE B.
- STEEL PIPES SHALL CONFORM TO ASTM. A501 OR ASTM. A53, GR. B.
- WELD METAL SHALL MATCH BASE METAL WITH A MINIMUM OF 70 KSI.
- ALL STEEL EXPOSED TO WET CONDITIONS SHALL BE GALV.
- CONTRACTOR TO FIELD VERIFY ALL STEEL DIMENSIONS IN FIELD PRIOR TO ORDERING AND FABRICATION OF STEEL COMPONENTS.

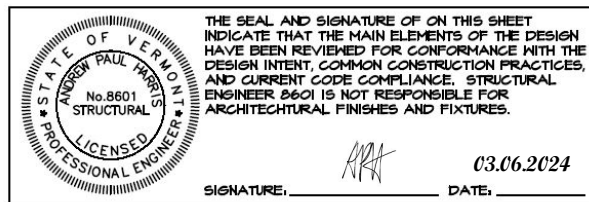
ANCHOR NOTES

- REFER TO FOUNDATION PLAN FOR COORDINATION.
- ALL BASE -P's SHALL BE ASTM A36.
- GROUT SHALL BE NON-SHRINK HIGH STRENGTH NON-METALIC.
- ALL ANCHOR RODS TO BE HIGH STRENGTH THREADED ROD AND HY-200 ANCHORS
- ALL DIMENSIONS TO -C OF STEEL TYP. U.N.O.
- PERIMETER STEEL -C - 2-W" OFF FACE OF CONC. TYP. U.N.O.

SHOP DRAWINGS & PROJECT SUBMITTALS

- THE STRUCTURAL SHOP DRAWING REVIEW IS INTENDED TO HELP THE ENGINEER VERIFY DESIGN CONCEPT. THIS REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPTS AND DOES NOT RELIEVE THE CONTR. FROM COMPLIANCE WITH THE DESIGN DRAWINGS & SPECIFICATIONS. CONTR. IS RESPONSIBLE FOR CONFIRMING AND VERIFYING DIMENSIONS, MEANS, METHODS, SAFETY AND COORDINATION OF THE WORK.
- THE FOLLOWING SHOP DRAWINGS/SUBMITTALS & CALCULATIONS ARE REQUIRED FOR SUBMITTAL FOR REVIEW BY HARRIS STRUCTURAL ENGINEERING:

A. GRANULAR & CRUSHED STONE FILL	B. SELECT BACKFILL
C. CONCRETE MIX DESIGN (INCLUDING ADMIXTURES)	D. CONCRETE REINFORCEMENT
E. LIGHT GAUGE ROOF TRUSSES & FRAMING	F. STRUCTURAL INSULATED PANELS (SIP's)



ABBREVIATIONS

<	ANGLE	CSK.	COUNTERSINK	GR.	GRADE	P.E.N.	PLYWOOD EDGE NAILING
@	AT	CTR.	CENTER	GR. BM.	GRADE BEAM	PERP.	PERPENDICULAR
A&B	ABOVE & BELOW	CU.	CUBIC	GYP.	GYP SUM	P.D.F.	
A.B.	ANCHOR BOLT			GYP. BD.	GYP SUM BOARD	PERF.	PERFORATED
(A)	ABANDON	d	PENNY (NAIL SIZE)			R	PLATE
ABV.	ABOVE	DBL.	DOUBLE	HC.	HOLLOW CORE	P.W.D.	PLYWOOD
A.C.	ASPHALTIC CONCRETE	DEG.	DEGREE	HDR.	HEADER	P.P.	PARTIAL PENETRATION
ACOUS.	ACOUSTICAL	DET.	DETAIL	HDWD.	HARDWOOD	PR.	PAIR
A.D.	AREA DRAIN	D.F.	DOUGLAS FIR	HGR.	HANGER	PREFAB.	PREFABRICATED
ADDL.	ADDITIONAL	DIA or ϕ	DIAMETER	H.M.	HOLLOW METAL	P.S.I.	POUNDS PER SQUARE INCH
ADJ.	ADJACENT	DIAG.	DIAGONAL	HORIZ.	HORIZONTAL	PSL.	PARALLAM
A.F.F.	ABOVE FINISH FLOOR	DIM.	DIMENSION	H.S.N.S.	HIGH STRENGTH NON-SHRINK	P.T.	PRESSURE TREATED
A.F.S.	AUTOMATIC FIRE SPRINKLER	DISP.	DISPENSER	HT.	HEIGHT		
AGG.	AGGREGATE	D.L.	DEAL LOAD	HWDR.	HARDWARE		
AIR COND.	AIR CONDITIONING	DN.	DOWN			(R)	RELOCATE
ALT.	ALTERNATE	DP.	DEEP	I.D.	INSIDE DIAMETER	R.	RADIUS
ALUM.	ALUMINUM	DR.	DOOR	I.F.	INSIDE FACE	R.A.G.	RETURN AIR GRILL
APA	AMERICAN PLYWOOD ASSOCIATION	DS.	DOWNSPOUT	INFO.	INFORMATION	R.B.	RUBBER BASE
		DWG.	DRAWING	INSUL.	INSULATION	R.D.	ROOF DRAIN
APPROX.	APPROXIMATE			INT.	INTERIOR	REF.	REFERENCE
ARCH.	ARCHITECTURAL	(E)	EXISTING			REINF.	REINFORCING
ASB.	ASBESTOS	E.	EAST	JST.	JOIST	RET.	RETAINING
ASPH.	ASPHALT	EA.	EACH	JT.	JOINT	REQD.	REQUIRED
ASTM	AMERICAN SOCIETY FOR TESTING & MATERIALS	E.B.	EXPANSION BOLT			RF.	ROOF
		E.E.	EACH END	KD.	KILN DRIED	R.H.W.S.	ROUND HEAD WOOD SCREW
A.Y.C.	ALASKAN YELLOW CEDAR	E.F.	EACH FACE	KIT.	KITCHEN	RM.	ROOM
AVE.	AVENUE	E.S.	EACH SIDE	K.P.	KING POST	R.O.	ROUGH OPENING
		E.W.	EACH WAY			RWD.	REDWOOD
BD.	BOARD	EL.	ELEVATOR	LAM.	LAMINATE	R.W.L.	RAIN WATER LEADER
BITUM.	BITUMINOUS	ELAS.	ELASTOMERIC	LAV.	LAVATORY		
BLDG.	BUILDING	ELEV.	ELEVATION	L.B.	LAG BOLT	S.	SOUTH
BLK.	BLOCK (BLOCKING)	EMB.	EMBEDMENT	LBS or #	POUNDS	S.A.D.	SEE ARCHITECTURAL DRAWINGS
BLT.	BOLT	E.N.	EDGE NAIL	LG.	LONG	S.C.	SOLID CORE
BLW.	BELOW	ENG.	ENGINEER	L.L.	LIVE LOAD	S.C.D.	SEE CIVIL DRAWINGS
BM.	BEAM	EQ.	EQUAL	LOC.	LOCATION	SCHED.	SCHEDULE
BOT.	BOTTOM	EQPT.	EQUIPMENT	LT.	LIGHT	SEC.	SECTION
BRG.	BEARING	EXP.	EXPANSION	LSL.	TIMBERSTRAND	SHT.	SHEET
BTWN.	BETWEEN	EXT.	EXTERIOR	LVL.	MICROLLAM	SHTG.	SHEATHING
B.T.U.	BRITISH THERMAL UNITS					SIM.	SIMILAR
		F.A.	FIRE ALARM			SKYL.	SKYLIGHT
CAB.	CABINET	F.B.	FLAT BAR	MAX.	MAXIMUM	SP.	SPACE(S)
CANT.	CANTILEVERED	F.D.	FLOOR DRAIN	M.B.	MACHINE BOLT	SPECS.	SPECIFICATIONS
C.B.	CATCH BASIN	FON.	FOUNDATION	MECH.	MECHANICAL	SQ.	SQUARE
C.C.	CENTER TO CENTER	F.E.	FIRE EXTINGUISHER	MEMB.	MEMBRANE	S.S.	SELECT STRUCTURAL
CEM.	CEMENT	F.H.W.S.	FLAT HEAD WOOD SCREW	MFR.	MANUFACTURER	STAG.	STAGGERED
CER.	CERAMIC	FIN.	FINISHED	M.I.W.	MALLEABLE IRON	STD.	STANDARD
C.J.	CONTROL JOINT	FLR.	FLOOR	M.I.W.	WASHER	STIFF.	STIFFENER
C.O.	CLEAN OUT	FLUOR.	FLUORESCENT	MIN.	MINIMUM	STL.	STEEL
C.I.	CAST IRON	F.J.	FLOOR JOIST	MISC.	MISCELLANEOUS	STOR.	STORAGE
CL.	CENTERLINE	F.N.	FACE NAIL	MTL.	METAL	STRL.	STRUCTURAL
CLO.	CLOSET	F.O.C.	FACE OF CONCRETE			SUSP.	SUSPENDED
CLG.	CEILING	F.O.F.	FACE OF FINISH	(N)	NEW	S.W.	SHEAR WALL
CLKG.	CAULKING	F.O.M.	FACE OF MASONRY	N.	NORTH		
CLR.	CLEAR	F.O.P.	FACE OF POST	N/A.	NOT APPLICABLE	T.	TOILET
C.M.U.	CONCRETE MASONRY UNIT	F.O.S.	FACE OF STUD	NAT.	NATURAL	T.B.	TOWEL BAR
C.O.	CLEAN OUT	FRM.	FRAME	N.I.C.	NOT IN CONTRACT	T&B	TOP & BOTTOM
COL.	COLUMN	FRMG.	FRAMING	NO. or #	NUMBER	T&G	TONGUE & GROOVE
COLL.	COLLECTOR	FT.	FOOT / FEET	NOM.	NOMINAL	T.GL.	TEMPERED GLASS
CORR.	CORRIDOR	FTG.	FOOTING	N.T.S.	NOT TO SCALE	THK.	THICK(NESS)
COMB.	COMBINATION	FURR.	FURRING			THRD.	THREADED
CONC.	CONCRETE			O/	OVER	THRU.	THROUGH
COND.	CONDITION	GA.	GAUGE OR GAGE	O.C.	ON CENTER	T.N.	TOENAIL
CONN.	CONNECTION	GALV.	GALVANIZED	O.D.	OUTSIDE DIAMETER	T.O.	TOP OF
CONSTR.	CONSTRUCTION	G.B.	GRAB BAR	O.F.	OUTSIDE FACE	T.O.C.	TOP OF CONCRETE
CONT.	CONTINUOUS	G.I.	GALVANIZED IRON	O.H.	OVERHANG	T.O.P.	TOP OF PLYWOOD
CONTR.	CONTRACTOR	GL.	GLASS	OPG.	OPENING	T.O.S.	TOP OF STEEL
C.P.	COMPLETE PENETRATION	GLB.	GLU-LAMINATED BEAM	OPP.	OPPOSITE	T.O.W.	TOP OF WALL
CRR.	CORRUGATE	GND.	GROUND	OPT.	OPTIONAL	T.S.	TUBE STEEL
				O.R.D.	OVERFLOW ROOF DRAIN	TYP.	TYPICAL

S

STRUCTURAL

DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS HARRIS STRUCTURAL ENGINEERING
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
GENERAL NOTES

DATE
3/6/2024

SCALE
NA

DRAWING NO.

S-001.0

JOB SITE NOTES

1. CONC. WASHOUTS TO BE CONTAINED ON THE PROPERTY.
2. CONTAMINATED WATER SHALL BE CONTAINED ON THE PROPERTY OR REMOVED IN THE CONCRETE TRUCK
3. CONTRACTOR SHALL CLEAN ALL MUD & DEBRIS TRACKED ONTO THE ROAD SURFACES DUE TO CONSTRUCTION, DAILY.
4. CONTRACTOR TO MAINTAIN A CLEAN AND SAFE JOB SITE AND ELIMINATE ALL INVITING HAZARDS ON A DAILY BASIS. AND SHALL CONFORM TO ALL "O.S.H.A." AND OTHER SAFETY REGULATIONS.
5. CONTRACTOR TO TAKE ANY AND ALL MEASURES TO PROTECT THE LUMBER AND MATERIAL SUPPLY STACKS FROM HARMFUL WEATHER CONDITIONS.

FOUNDATION RELATED SITE WORK

1. NOTIFY ENGINEER A MINIMUM OF 24 HOURS PRIOR TO EXCAVATIONS TO SCHEDULE A REVIEW OF NATIVE SOIL CONDITIONS. FOOTINGS HAVE BEEN DESIGNED FOR A MINIMUM BEARING CAPACITY OF 2,500 PSF PER DETAIL 1/SD1.
2. COMPACT DISTURBED LOAD-BEARING SOIL IN DIRECT CONTACT WITH FOUNDATIONS TO ORIGINAL BEARING CAPACITY. PLACE 6" OF 1-8" CRUSHED STONE BENEATH SPREAD FOOTINGS IF STANDING WATER OR CLAY SOILS ARE ENCOUNTERED IN EXCAVATIONS.
3. IF OVER-EXCAVATION OCCURS, REPLACE MATERIAL WITH SUITABLE WELL-DRAINED MATERIAL, IN 6" LIFTS, APPROVED BY THE ENGINEER AND COMPACTED TO 98% OF STANDARD PROCTOR. OVER-EXCAVATION MAY ALSO BE REPLACED WITH LEAN CONCRETE WITH ENGINEER'S APPROVAL.
4. PLACE AND COMPACT BACKFILL IN EQUAL CONTINUOUS LAYERS NOT EXCEEDING 8" OF COMPACTED DEPTH FOR HAND HELD COMPACTION EQUIPMENT AND A MAXIMUM 12" COMPACTED DEPTH FOR VIBRATORY ROLLERS.
5. MAINTAIN OPTIMUM MOISTURE CONTENT OF BACKFILL MATERIALS TO ATTAIN COMPACTION DENSITY.
6. BACKFILL SIMULTANEOUSLY ON EACH SIDE OF FROST WALLS. INSTALL FOUNDATION DRAIN PER DETAIL 18/SD1

CONCRETE/FOUNDATION/SITE NOTES

1. ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 318-14, "SPECIFICATIONS FOR THE STRUCTURAL CONCRETE FOR BUILDINGS."
2. ALL FOUNDATION FOOTING AND STEMWALL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS U.N.O. 4,000 PSI FOR SLABS.
3. ALL CONCRETE SHALL BE REGULAR WEIGHT HARDROCK CONCRETE WEIGHING APPROXIMATELY 150 PCF. AGGREGATES SHALL CONFORM TO ASTM C-150 (TYPE II) UNLESS CONCRETE WILL BE IN CONTACT WITH ALKALINE SOILS.
4. ALL FOUNDATIONS SHALL BEAR ON RIGID INSULATION & V.B. S.A.D O/ FIRM, UNDISTURBED, NATIVE SOILS OR ENGINEERED FILLS AT OR EXCEEDING DEPTHS SHOWN ON THE DRAWINGS.
5. ALL FOOTING EXCAVATIONS SHALL BE NEAT. OVER-EXCAVATIONS IN DEPTH AND WIDTH SHALL BE FILLED WITH CONCRETE. ALL LOOSE SOILS SHALL BE REMOVED FROM EXCAVATIONS PRIOR TO PLACEMENT OF CONCRETE.
6. REINFORCING, ANCHOR BOLTS AND INSERTS SHALL BE RIGIDLY HELD IN PLACE PRIOR TO PLACING CONCRETE.
7. ALL WOOD IN PERMANENT CONTACT WITH CONCRETE OR SOIL SHALL BE PRESSURE TREATED U.N.O.

REINFORCING STEEL

1. ALL REINF. STL. SHALL BE DEFORMED STL. BARS CONFORMING TO ASTM. A615, GR. 60. FOR #5 & LARGER AND GR. 40 FOR #4 & SMALLER STL. SHALL BE KEPT CLEAN AND FREE OF RUST AND SCALE.
2. ALL REINF. STL. SHALL BE MFRD. DETAILED, FABRICATED, & PLACED IN ACCORDANCE W/ ACI. 318R, 315R, AND SP66.
3. WELDED WIRE FABRIC SHALL CONFORM TO ASTM. A185, IN AS LONG A LENGTH AS IS PRACTICABLE. WELDED WIRE FABRIC SHALL BE LAPPED AT LEAST ONE GRID WIDTH + 2".
4. REINFORCING BARS SHALL BE IN LENGTHS AS LONG AS PRACTICABLE. REINFORCING BARS REQUIRING BENDING IN THE FIELD SHALL BE "COLD BENT". AT CORNERS AND INTERSECTIONS BARS SHALL RETURN A MINIMUM OF 18". ALL BAR SPLICES SHALL HAVE 24" LAPS MINIMUM U.O.N.
5. SPLICES:
REINF. IN CONC. & MAS. SHALL HAVE LAP LENGTHS AS FOLLOWS, U.N.O. ON DRAWINGS:

BAR SIZE	IN CONC.	IN MAS.
#3	18"	24"
#4	24"	30"
#5	30"	36"
#6	36"	42"

6. PLACEMENT:
 - A. REINF. SHALL BE ACCURATELY PLACED & SUPPORTED BY CONC. METAL, OR OTHER APPROVED CHAIRS, SPACERS, OR TIES AND SECURED AGAINST DISPLACEMENT DURING CONC. OR GROUT PLACEMENT.
 - B. EXCEPT WHERE OTHERWISE NOTED, REINF. SHALL HAVE CONC. COVER AS FOLLOWS:

CONC. DEPOSITED AGAINST EARTH	3"
FORMED CONC. TO BE BACK FILLED	2"
EXT. FACES OF WALLS	1-8"
INT. FACES OF WALLS	1"
T.O. SLAB ON GRADE (COVERED)	-W"

USE OF ENGINEERS DOCUMENTS

1. THESE DOCUMENTS PREPARED BY HARRIS STRUCTURAL ENGINEERING ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT, AND SHALL REMAIN THE PROPERTY OF HARRIS STRUCTURAL ENGINEERING. HARRIS STRUCTURAL ENGINEERING SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING THE COPYRIGHT(S). THE OWNER SHALL NOT REUSE OR PERMIT THE REUSE OF THESE DOCUMENTS, IN WHOLE OR IN PART, INCLUDING ANY DESIGN & CONSTRUCTION DEVELOPMENT, CHANGES OR ALTERATIONS TO THESE DOCUMENTS, WITHOUT THE WRITTEN ACKNOWLEDGEMENT AND AUTHORIZATION OF HARRIS STRUCTURAL ENGINEERING. ANY UNAUTHORIZED USE, REUSE, MODIFICATION OR ALTERATION, INCLUDING AUTOMATED CONVERSION OF THIS DOCUMENT SHALL BE AT THE USER'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO HARRIS STRUCTURAL ENGINEERING.

PROJECT OBSERVATION NOTES

1. IN ADDITION TO CITY INSPECTIONS AND/OR ARCHITECT SITE VISITS, HARRIS STRUCTURAL ENGINEERING (HSE) RECOMMENDS THAT STRUCTURAL OBSERVATION SERVICES BE PROVIDED, TO REVIEW CONSTRUCTION FOR GENERAL CONFORMANCE WITH THE APPROVED PLANS AND TO MITIGATE THE RISK OF PROBLEMS DURING THE CONSTRUCTION PROCESS.
2. THE CONTRACTOR SHALL PHASE THE PROJECT AND COORDINATE WITH HARRIS STRUCTURAL ENGINEERING TO ENSURE THAT PRIMARY STRUCTURAL ELEMENTS OF THE CONSTRUCTION ARE OBSERVED PRIOR TO COVERING WITH FINISHES OR OTHER MATERIALS. A SPECIAL INSPECTOR IS AN ACCEPTABLE ALTERNATE TO CONSTRUCTION OBSERVATION. THE FOLLOWING STAGES AT A MINIMUM SHALL BE OBSERVED:
 - A. FOOTING EXCAVATIONS COMPLETED, FORMED AND READY FOR PLACEMENT OF REINFORCING.
 - B. FOOTING REINFORCING BARS IN PLACE.
 - C. SLAB-ON-GRADE REINFORCING BARS IN PLACE.
 - D. WOOD FRAMING COMPLETED BUT NOT CLOSED IN
 - E. PLYWOOD NAILING COMPLETED BUT NOT COVERED
 - F. ALL STRUCTURAL WORK COMPLETE

3. IN THE EVENT THAT HARRIS STRUCTURAL ENGINEERING IS NOT RETAINED TO PROVIDE STRUCTURAL OBSERVATION SERVICES, IT IS UNDERSTOOD AND AGREED THAT THE SERVICES PERFORMED BY HARRIS STRUCTURAL ENGINEERING ARE LIMITED TO THE DESIGN AND PREPARATION OF BASIC STRUCTURAL CONCEPTS AND CONSTRUCTION DOCUMENTS AND THAT HARRIS STRUCTURAL ENGINEERING HAS NO CONTROL WHATSOEVER WITH REGARD TO CONSTRUCTION METHODS OR COMPLIANCE WITH THE APPROVED PLANS. CONTACT THE OFFICE OF HARRIS STRUCTURAL ENGINEERING IF STRUCTURAL OBSERVATION SERVICES ARE DESIRED.

S
STRUCTURAL

DESIGN CRITERIA

2015 INTERNATIONAL BUILDING CODE	DEAD	LIVE
ROOF	20 PSF	SNOW GOVERNS PSF
FLOOR	20 PSF	50 PSF

ROOF SNOW LOADS

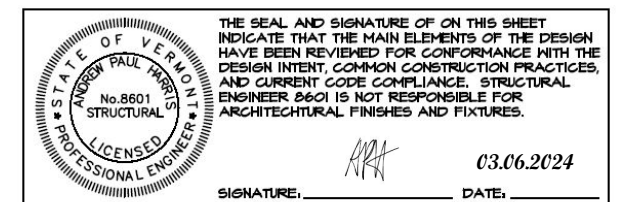
GROUND SNOW LOAD, P _g	40 PSF
EXPOSURE, C _e -	1.0
IMPORTANCE -	1.0
THERMAL, C _t -	1.2
FLAT ROOF SNOW LOAD, P _f	40 PSF
DESIGN ROOF SNOW LOAD, P _f	40 PSF

LATERAL LOADS

WIND: SPEED -	115/90 MPH	EXPOSURE -	B
MEAN ROOF HEIGHT	16	IMPORTANCE -	1.0
BASE WIND PRESSURE	18.4 PSF		
SEISMIC:			
OCCUPANCY -	II	SITE CLASS (ASSUMED)	D
IMPORTANCE -	1	SEISMIC DESIGN CATEGORY	C
SHORT SPECTRAL, S _{ds}	0.346	1 sec SPECTRAL, S _{d1}	0.165
(STRU. STEEL NOT SPEC. DETAILED FOR SEISMIC), R	3	V = S _{ds} /R*W =	0.112*W

FOUNDATION DESIGN

TESTED/ASSUMED CLASS 4 SOILS WITH AN ALLOWABLE BEARING PRESSURE OF 1,000PSF IMPROVED TO 2,500 PSF WITH GRAVEL CUSHION WITH A CONSTANT EXPANSION INDEX LESS THAN 20 AND AN ALLOWABLE LATERAL BEARING PRESSURE OF 2,000 PSF



DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS HARRIS STRUCTURAL ENGINEERING
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
GENERAL NOTES

DATE
3/6/2024

SCALE
NA

DRAWING NO.

S-002.0

GENERAL

- ALL WORK SHALL BE IN CONFORMANCE WITH THE INTERNATIONAL BUILDING CODE, 2015 EDITION ADOPTED BY THE LOCAL GOVERNING AGENCY, AND ANY APPLICABLE LOCAL ORDINANCES.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON DRAWINGS REQUIRING CLARIFICATION OR REVISIONS BEFORE COMMENCING WITH THE WORK.
- DRAWINGS SHALL NOT BE SCALED. ALL DIMENSIONS RELATED TO EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
- WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL BE OF SAME NATURE AS SIMILAR CONDITIONS ON THE PROJECT.
- DETAILS MAY BE DEPICTED DIAGRAMMATICALLY. FOR EXAMPLE, ROOF PITCHES, FLOOR/ROOF/WALL THICKNESSES, FRAMING MEMBERS, ETC., MAY DIFFER IN SCALE FROM ACTUAL PROPOSED CONDITIONS. DETAILS SHALL BE UNDERSTOOD IN CONTEXT WITH OTHER DRAWINGS CONVEYING STRUCTURAL AND ARCHITECTURAL DESIGN INTENT.
- SEE ARCHITECTURAL DRAWINGS FOR WALL LOCATIONS AND DIMENSIONS, UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR FINISH FLOOR ELEVATIONS, FLOOR DEPRESSIONS, OPENINGS, SLOPES, DRAINS, CURBS, PADS, EMBEDDED ITEMS, NON-BEARING PARTITIONS, STAIRS, ETC. REFER TO CIVIL, MECHANICAL AND ELECTRICAL PLANS FOR UTILITIES, SLEEVES, PIPES, DUCTS, EQUIPMENT, ETC.
- DIMENSIONS, UNLESS OTHERWISE SHOWN, ARE TO CENTERLINE OF COLUMNS AND BEAMS, OR TO THE FACE OF CONCRETE SURFACES AND ROUGH FRAMING.
- SHOP DRAWINGS ARE AN AID FOR FIELD PLACEMENT AND ARE SUPERSEDED BY THE STRUCTURAL DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO MAKE CERTAIN THAT ALL CONSTRUCTION IS IN FULL AGREEMENT WITH THE LATEST APPROVED PLANS.
- THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, AND, EXCEPT WHERE SPECIFICALLY SHOWN, DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES, TECHNIQUES, SAFETY AND SEQUENCE.
- THE ENGINEER IS NOT IN RESPONSIBLE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN ASSOCIATION WITH THE WORK, FOR THE ACTS OF OR OMISSIONS BY THE CONTRACTOR, SUBCONTRACTOR OR ANY PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- ALL SHORING AND BRACING DESIGN, MATERIALS AND INSTALLATION SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. SHORING AND BRACING SHALL BE LEFT IN PLACE AS LONG AS MAY BE REQUIRED FOR SAFETY AND UNTIL STRUCTURAL CONSTRUCTION IS COMPLETE.
- CONTACT ENGINEER PRIOR TO CONSTRUCTION IF ALTERNATES OR SUBSTITUTIONS ARE DESIRED.

PRODUCT SUBSTITUTIONS

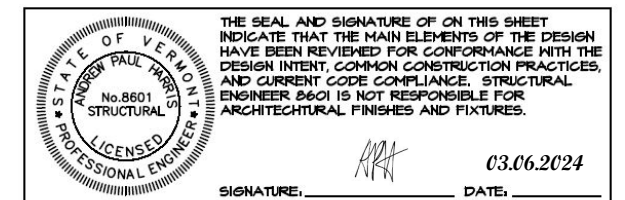
- MATERIAL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO USE. SUBSTITUTION REVIEWS MAY REQUIRE ADDITIONAL DESIGN COSTS. THESE ADDITIONAL COSTS SHALL BE PAID BY THE PERSON OR COMPANY REQUESTING THE SUBSTITUTION.
- SUBSTITUTED PRODUCTS SHALL HAVE I.C.C. APPROVAL AND SHALL BE INSTALLED PER PRODUCT MANUFACTURER'S SPECIFICATIONS. SUBSTITUTED PRODUCT MATERIALS, FINISHES, DETAILS, AND INSTALLATION SHALL BE OF A NATURE SIMILAR TO ORIGINALLY SPECIFIED PRODUCT SO AS TO NOT CONFLICT WITH ANY INTENDED STRUCTURAL OR ARCHITECTURAL DESIGN CONDITIONS, WHETHER DEPICTED OR IMPLIED ON PLANS OR SPECIFICATIONS. THE SUBSTITUTED PRODUCT SHALL HAVE DESIGN VALUES (I.E. DESIGN LOADS, IMPACT RESISTANCE, ETC.) WHICH SHALL BE EQUAL TO OR GREATER THAN THE ORIGINALLY SPECIFIED PRODUCT. ANY AND ALL WARRANTIES OFFERED BY THE ORIGINALLY SPECIFIED PRODUCT MANUFACTURER FOR THE ITEM TO BE SUBSTITUTED SHALL HAVE SIMILAR WARRANTIES OFFERED BY THE SUBSTITUTED PRODUCT MANUFACTURER.
- SUBMIT TO THE ENGINEER A LIST OF ONLY THE ITEMS TO BE SUBSTITUTED, COMPLETE WITH ALL PERTINENT MATERIAL INCLUDING BUT NOT LIMITED TO MANUFACTURER'S SUPPLIED DESIGN LOADS LISTED FOR THE ORIGINALLY SPECIFIED PRODUCT AND THE PROPOSED SUBSTITUTION PRODUCT.

SPECIAL CONTRACTOR NOTE

- THE CONTR. SHALL VERIFY THE AVAILABILITY OF ALL PRODUCTS BEFORE PROCEEDING W/ CONSTR. ESPECIALLY THOSE ITEMS AFFECTING ROUGH OPENING DIMS. OR OTHER DIMS. ON THE PLANS. ALL MFRD. MAT., COMPONENTS, FASTENERS, ASSEMBLIES, ETC. SHALL BE HANDLED AND INSTALLED IN CONFORMANCE W/ MFRS. SPECS. & INSTRUCTIONS. WHERE SPECIFIC PRODUCTS ARE CALLED FOR, GENERIC EQUALS WHICH MEET APPLICABLE STANDARDS & SPEC'S. MAY BE USED, W/ ENG. APPROVAL.

S

STRUCTURAL



DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS

50 MEADOW ST. BROOKLYN NY 11206

HARRIS STRUCTURAL ENGINEERING

PROJECT NUMBER

2308CHP

CLIENT

BURLINGTON CEDO

PROJECT NAME

CITY HALL PARK KIOSK

PROJECT ADDRESS

CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE

GENERAL NOTES

DATE

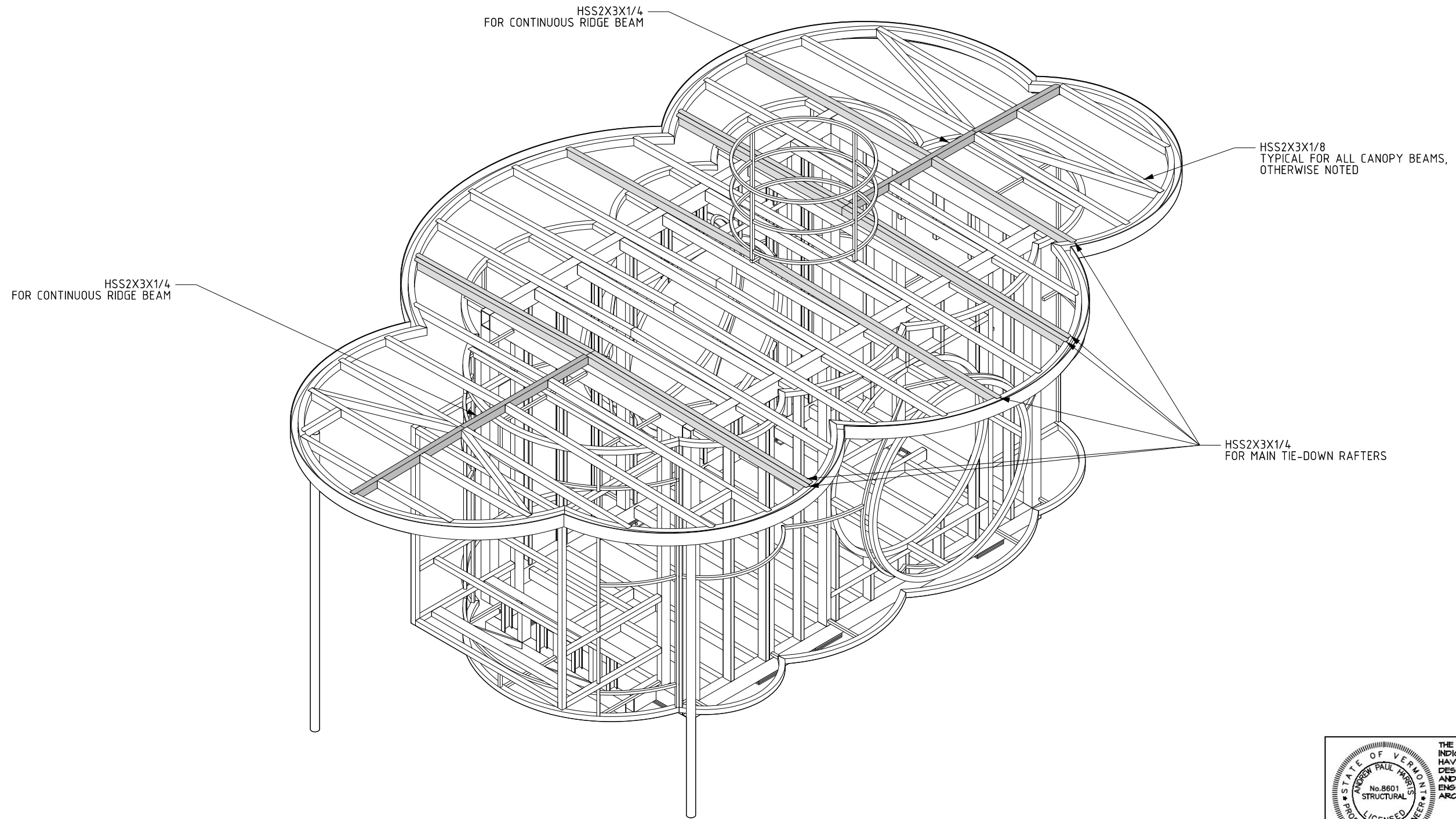
3/6/2024

SCALE

NA

DRAWING NO.

S-003.0



1
LOOKING FROM SOUTH/EAST CORNER
KIOSK FRAMING
SCALE: NTS

THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 8601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

STATE OF VERMONT
ANDREW PAUL HARRIS
No. 8601
STRUCTURAL
LICENSED PROFESSIONAL ENGINEER

SIGNATURE: *APH* DATE: 03.06.2024

DESIGN-BUILD
RENZ + E | x WADE AND LETA
STUDIO SEO
HARRIS STRUCTURAL ENGINEERING
ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

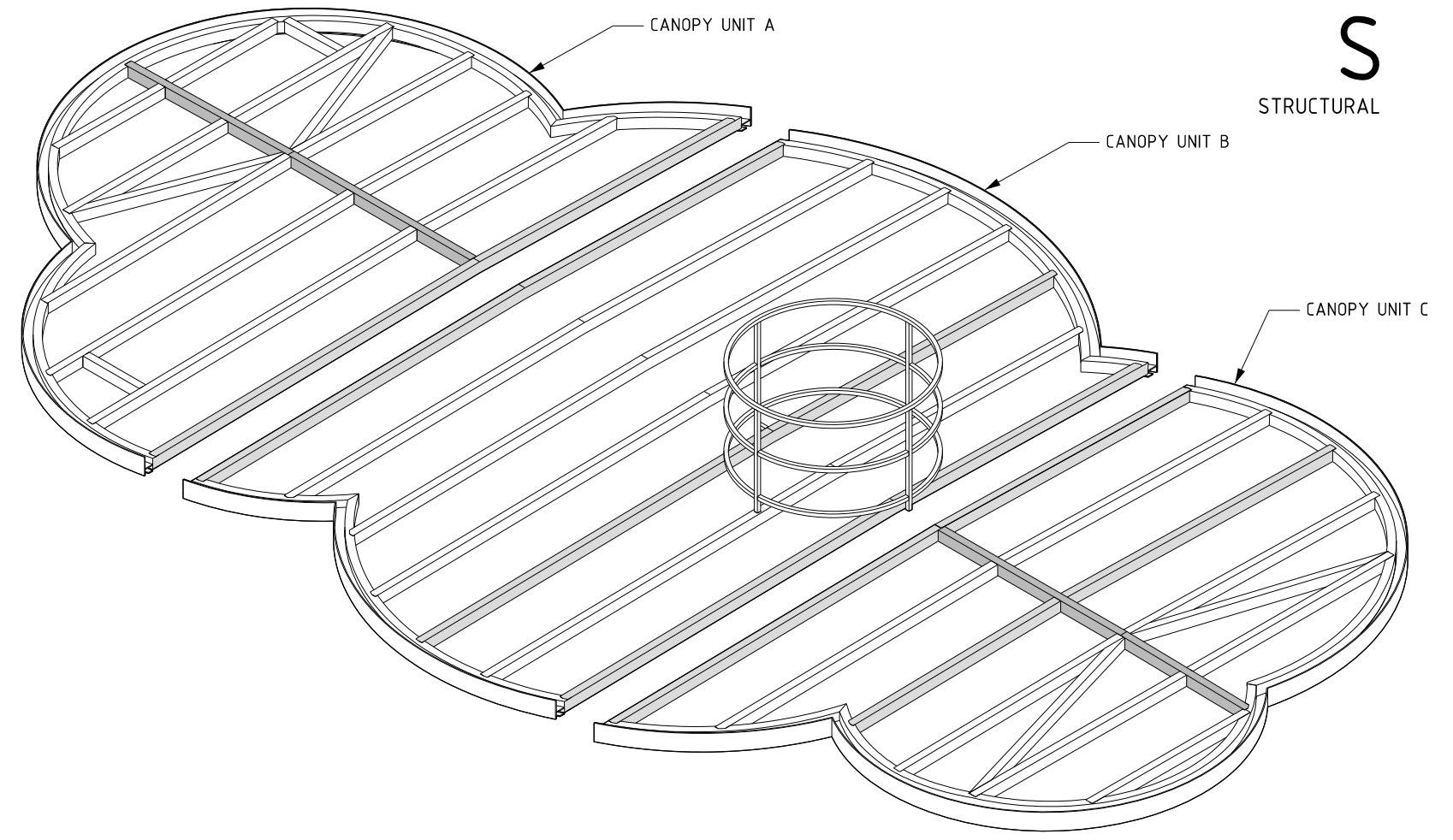
PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
AXONOMETRIC VIEW
DATE
3/6/2024

SCALE
NTS

DRAWING NO.
S-040.0

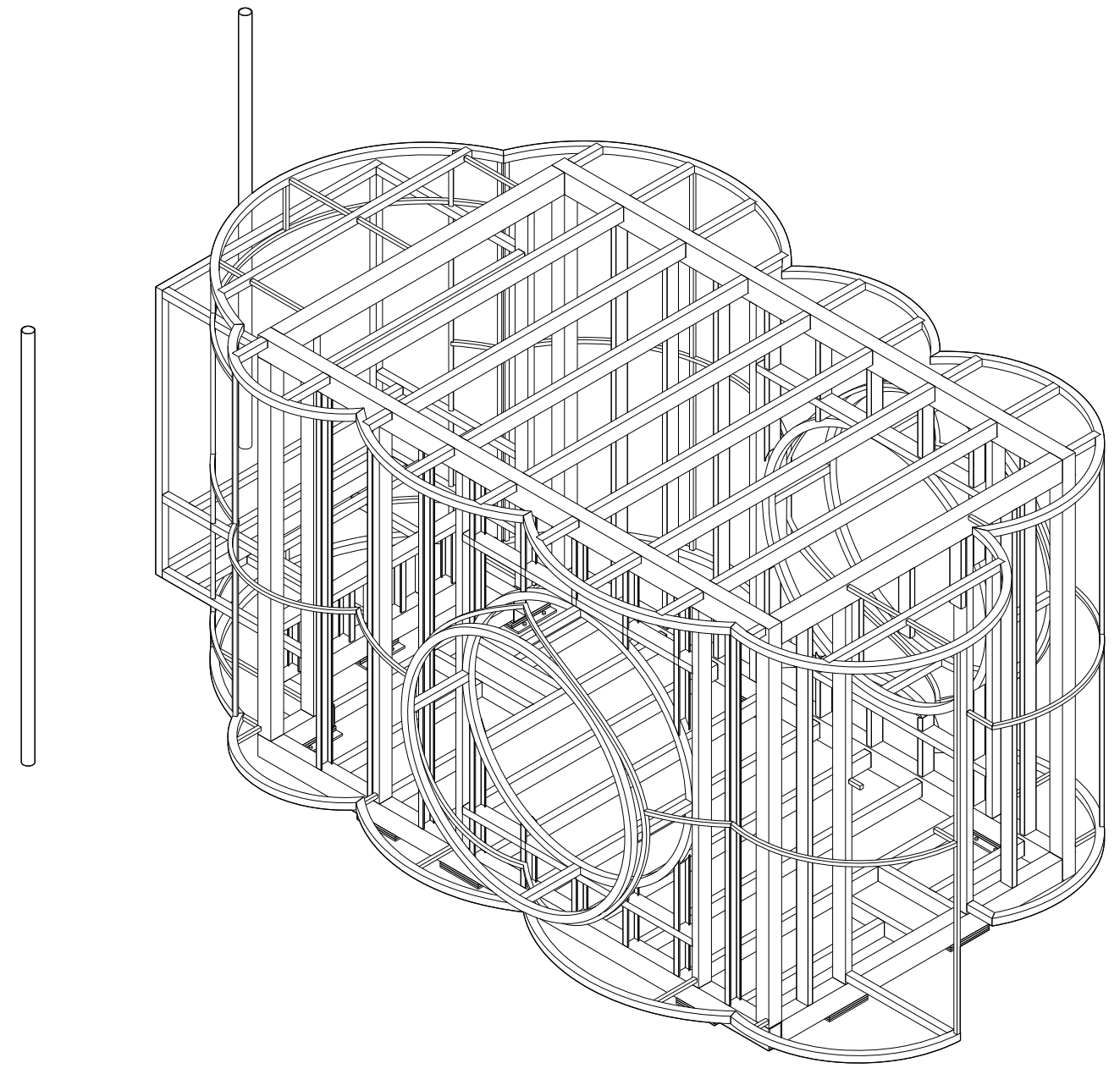


1
LOOKING FROM NORTH/EAST CORNER
CANOPY UNITS
SCALE: NTS

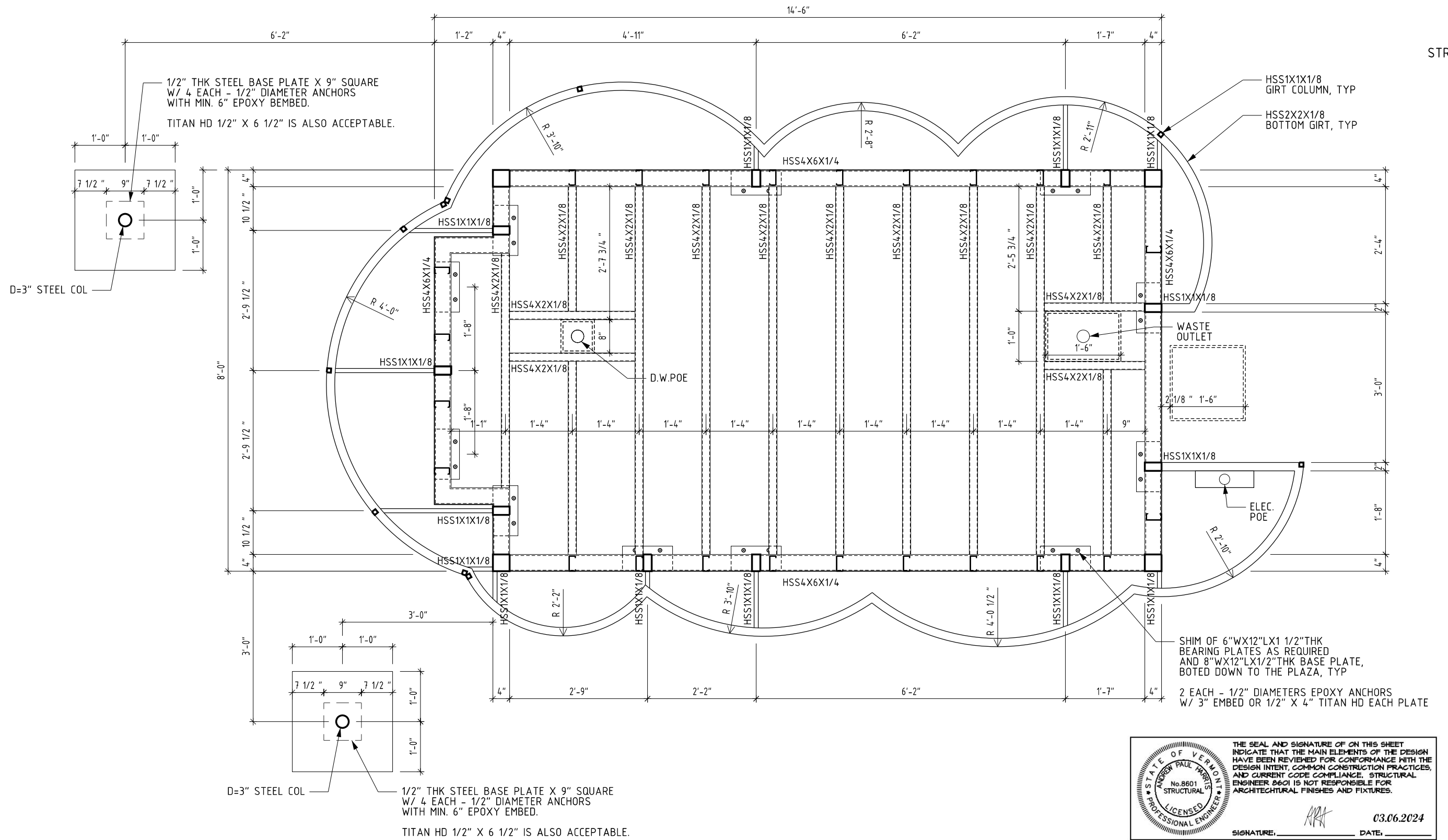
THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 0601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

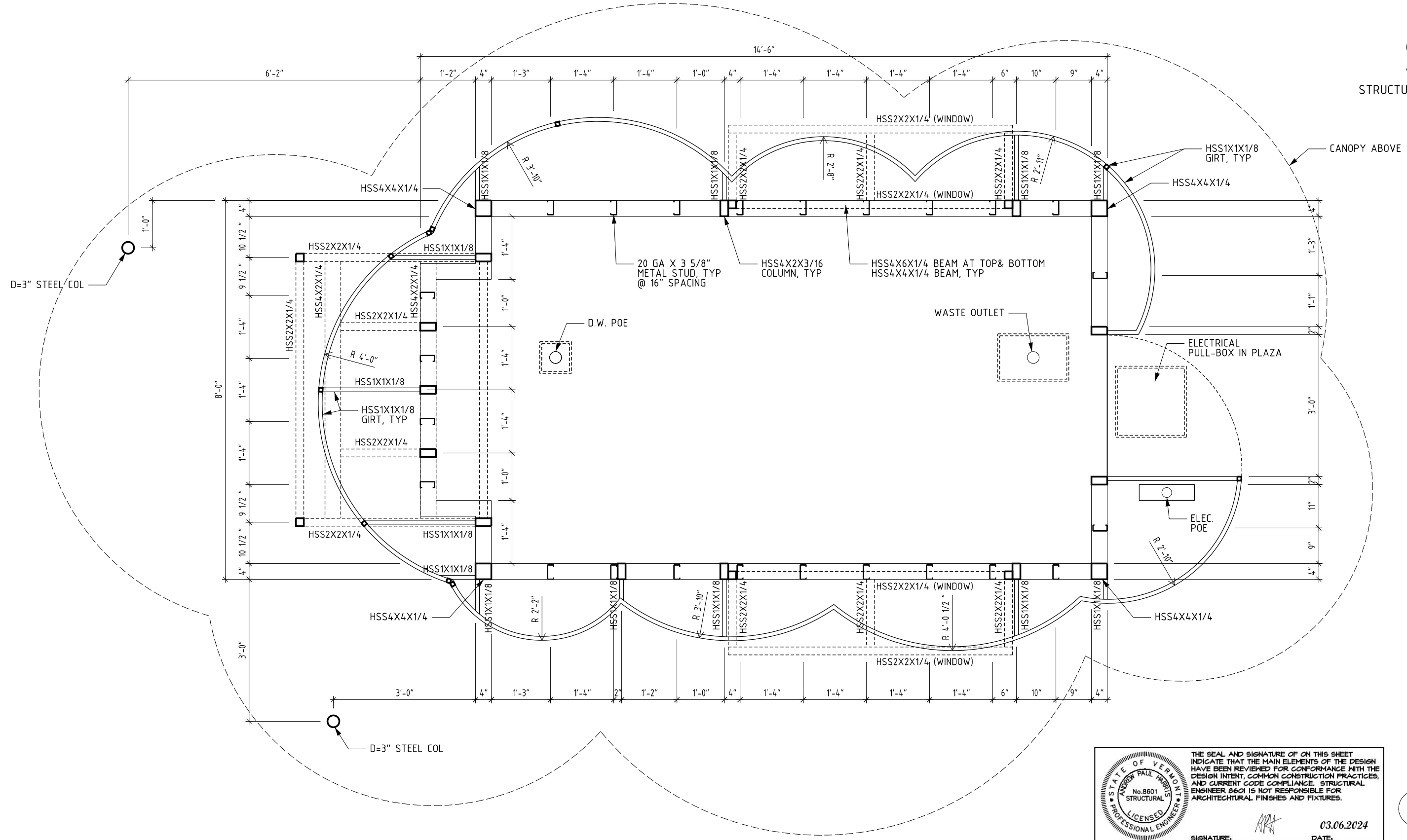
STATE OF VERMONT
ANDREW PAUL HARRIS
No. 8601
STRUCTURAL
LICENSED
PROFESSIONAL ENGINEER

Signature: *AAH* DATE: 03.06.2024



2
LOOKING FROM NORTH/EAST CORNER
KIOSK FRAMING WITHOUT SKIN
SCALE: NTS

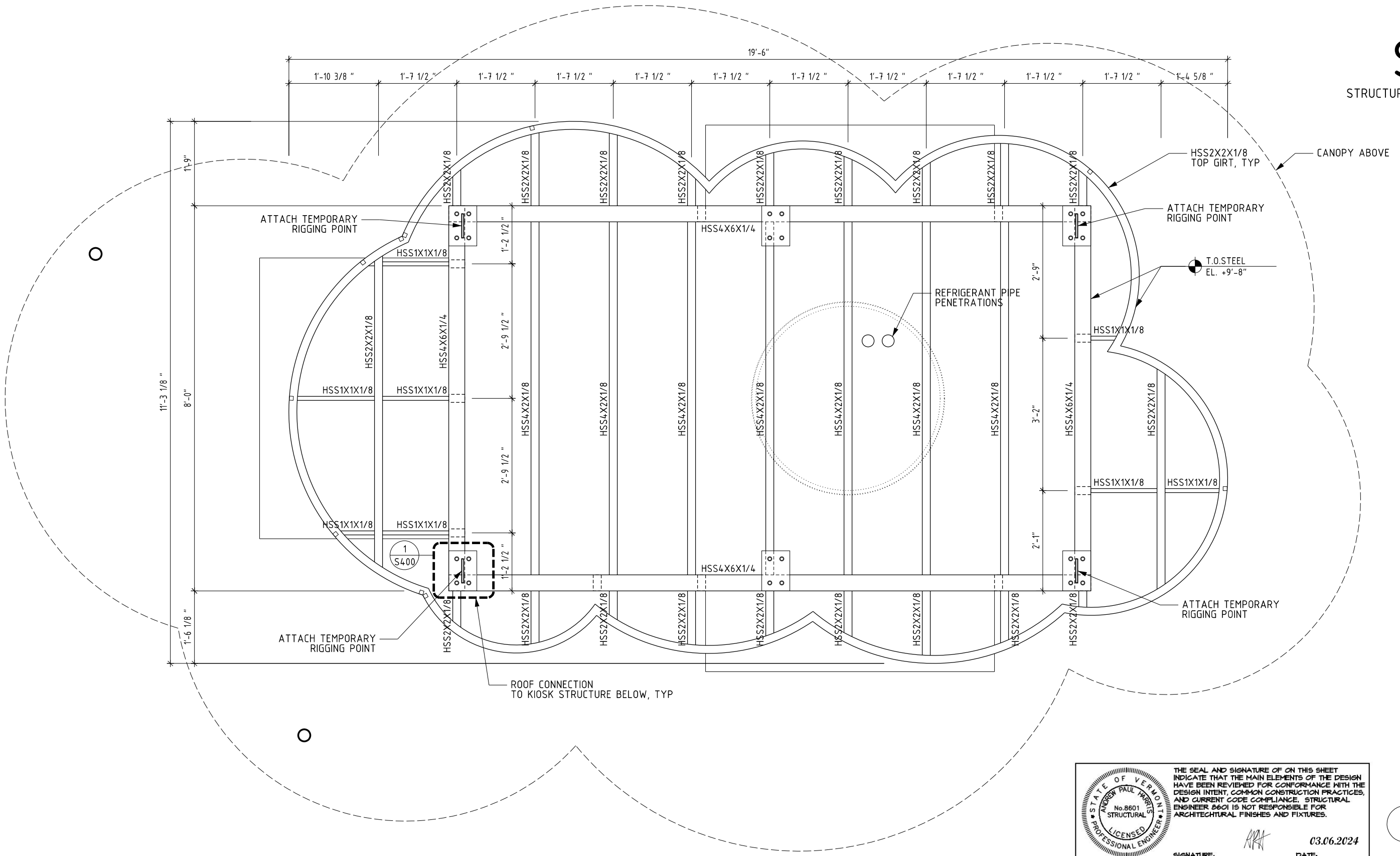





THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 0601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

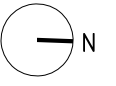
STATE OF VERMONT
ANDREW PAUL HARRIS
No. 8601
STRUCTURAL
LICENSED
PROFESSIONAL ENGINEER

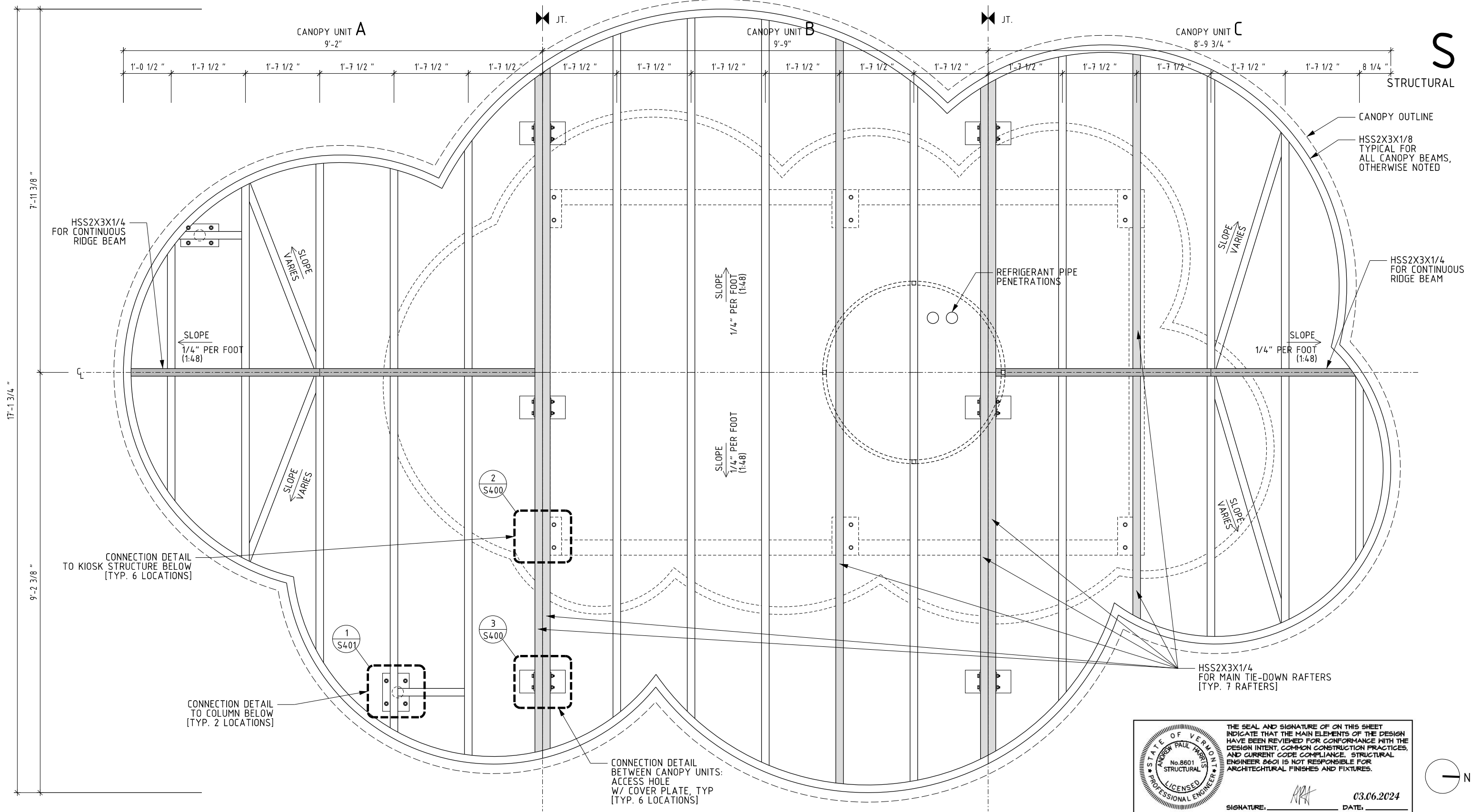
SIGNATURE: *ARR* DATE: 03.06.2024



THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 8601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.


 SIGNATURE: APH DATE: 03.06.2024





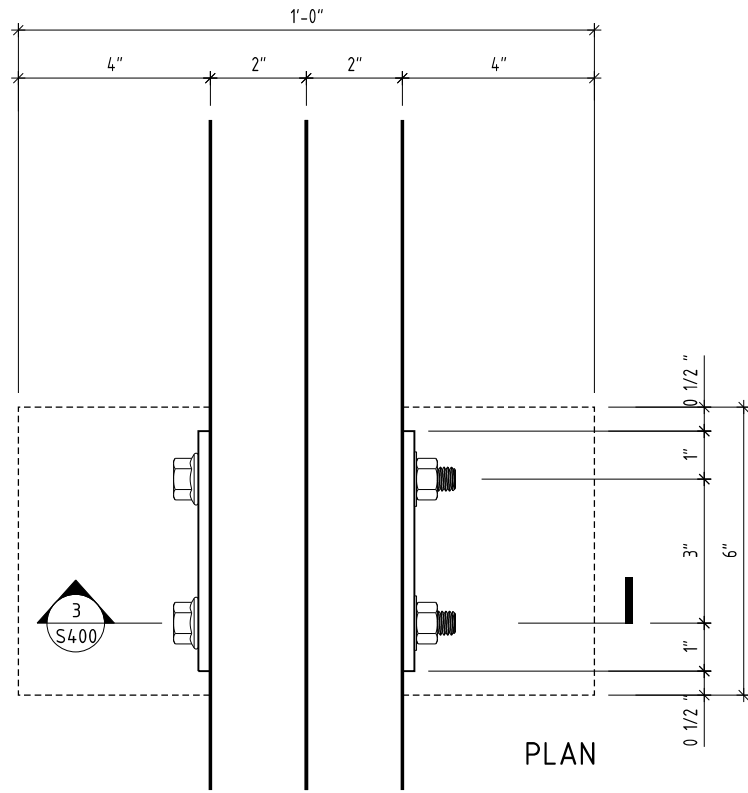
DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

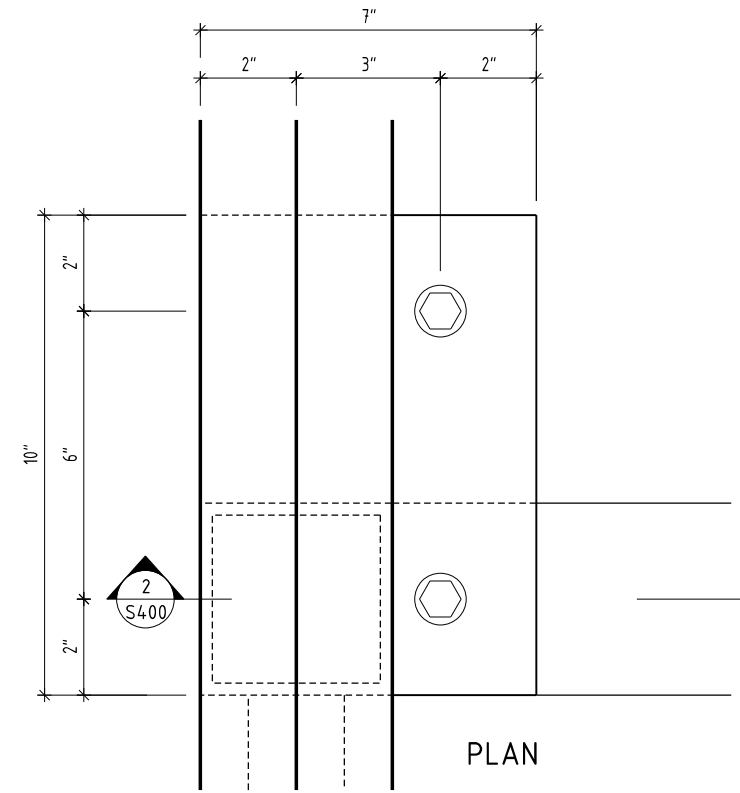
PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
 FRAMING PLAN - CANOPY
 DATE
 3/6/2024
 SCALE
 1/2" = 1'-0"

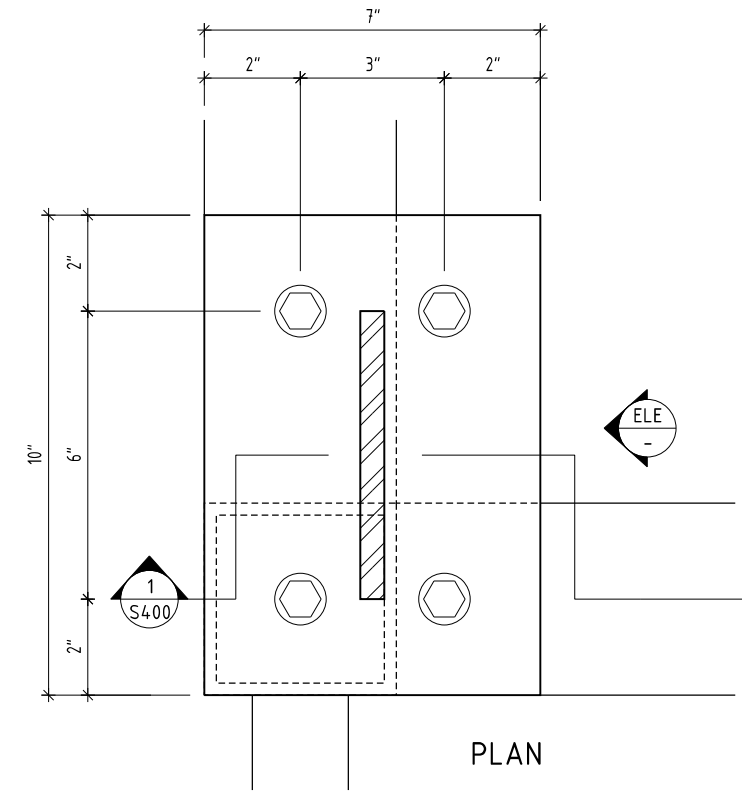
DRAWING NO.
S-103.0



PLAN



PLAN

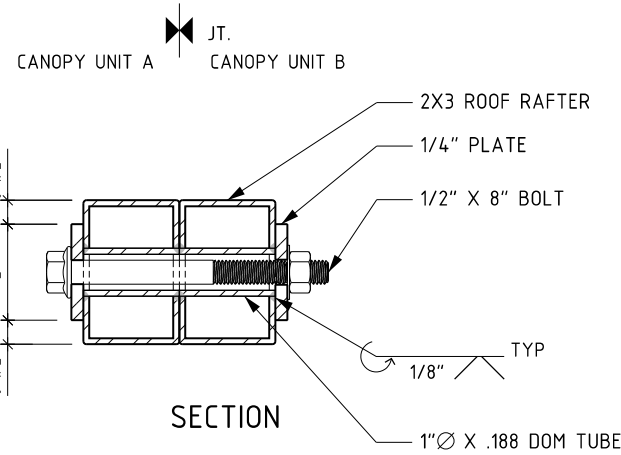


PLAN

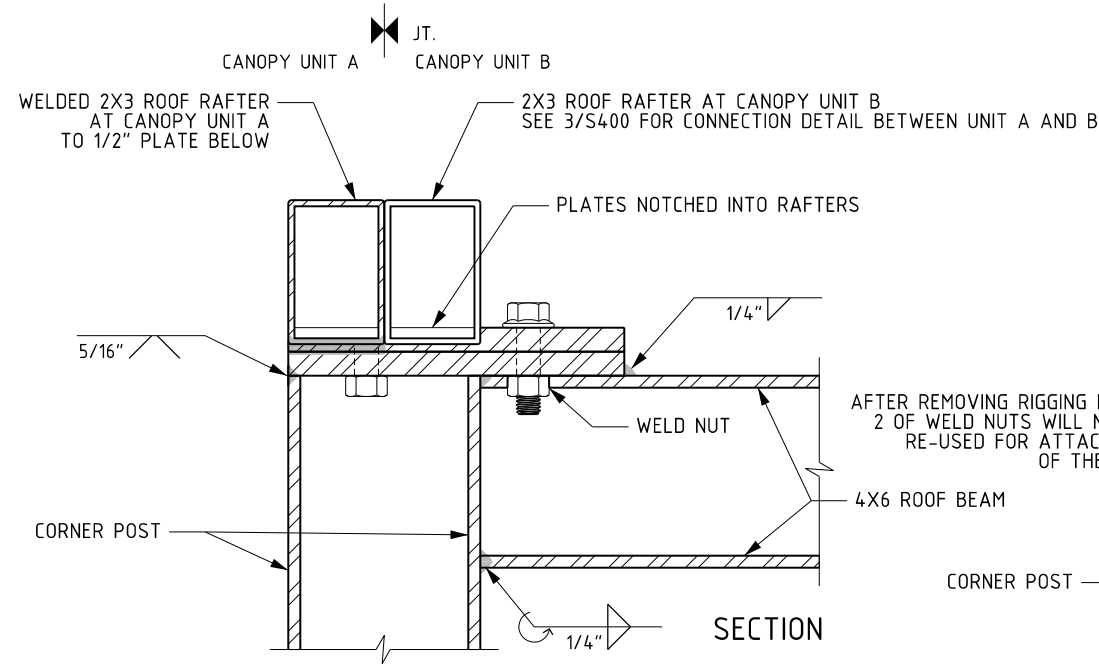
THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER & 601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

STATE OF VERMONT
ANDREW PAUL HARRIS
No. 8601
STRUCTURAL
LICENSED PROFESSIONAL ENGINEER

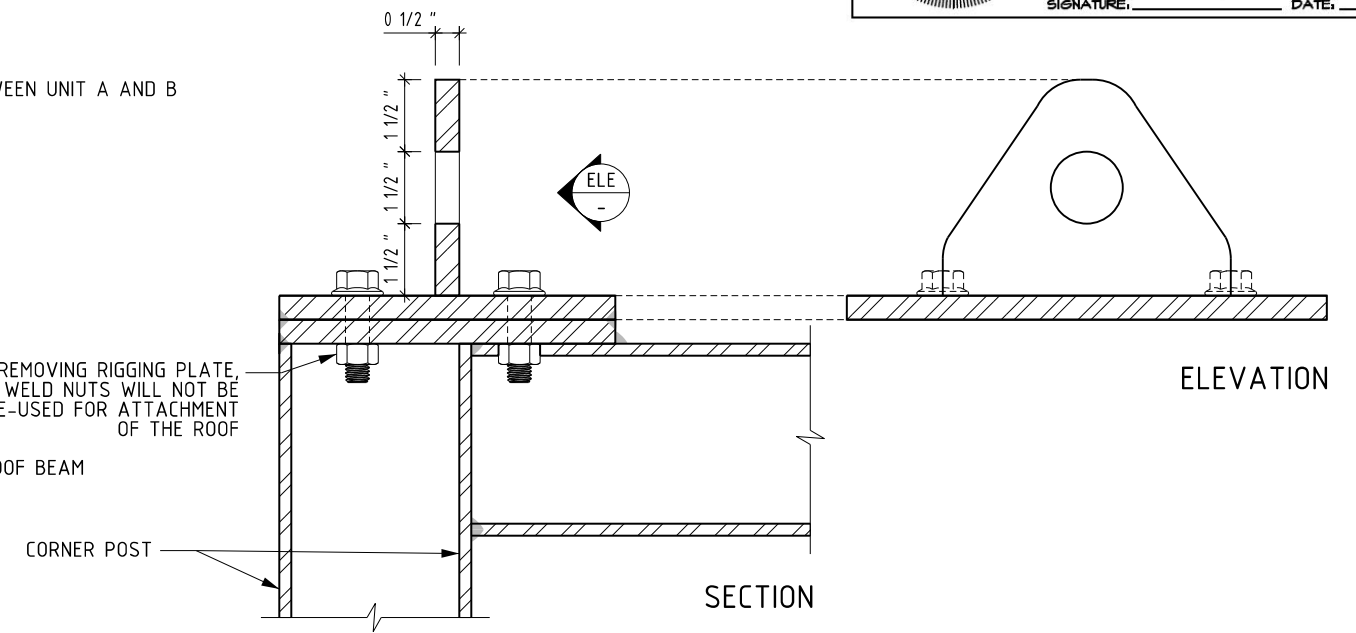
SIGNATURE: *ARR* DATE: 03.06.2024



SECTION



SECTION



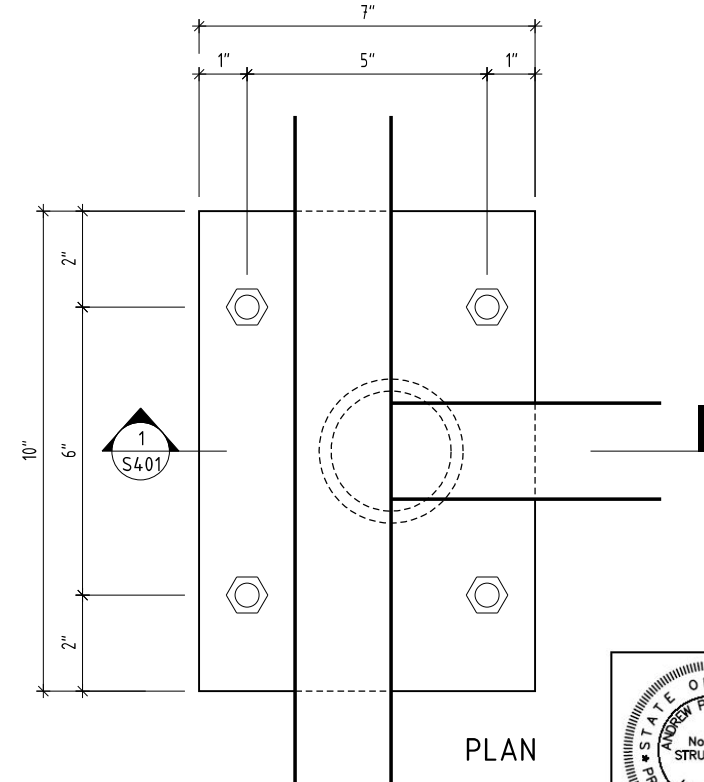
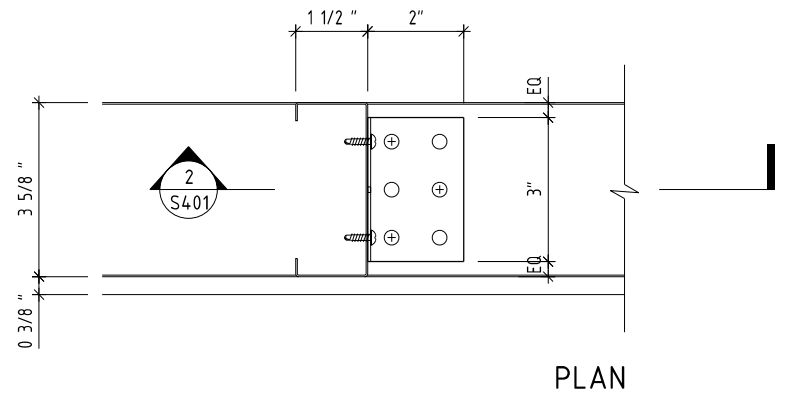
SECTION

ELEVATION

3 CONNECTION DETAIL BETWEEN CANOPY UNITS
SCALE: 3"=1'-0"

2 CONNECTION DETAIL TO KIOSK STRUCTURE BELOW
SCALE: 3"=1'-0"

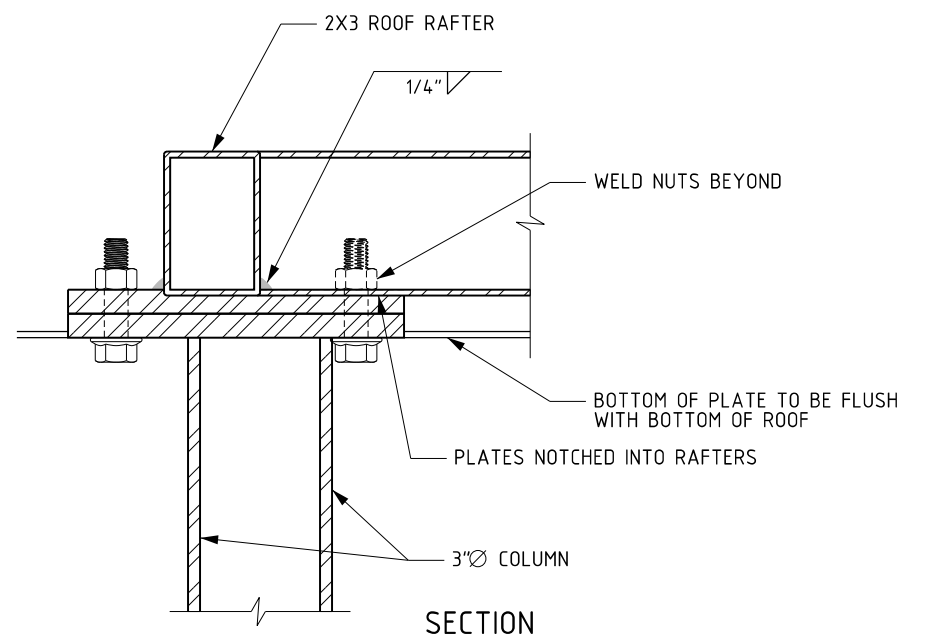
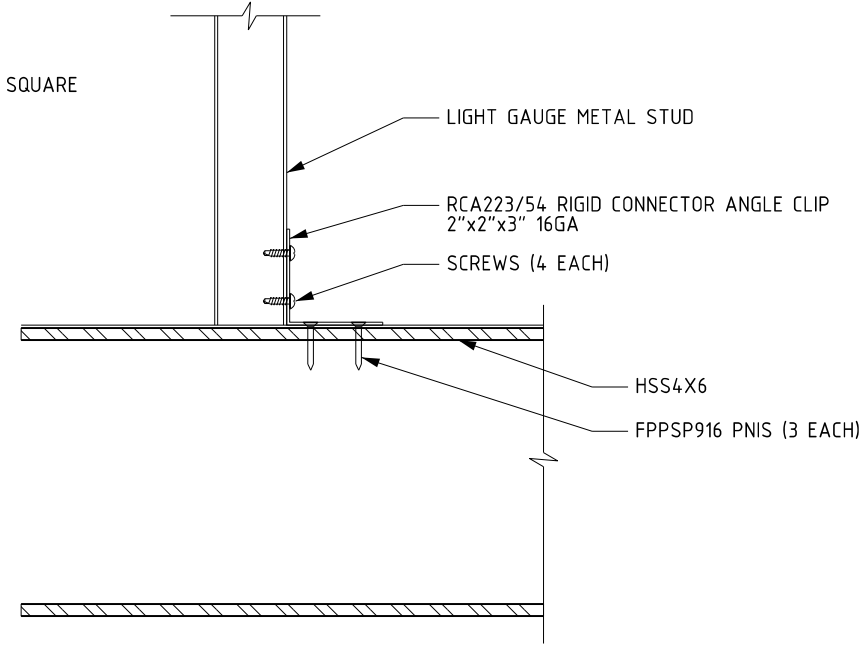
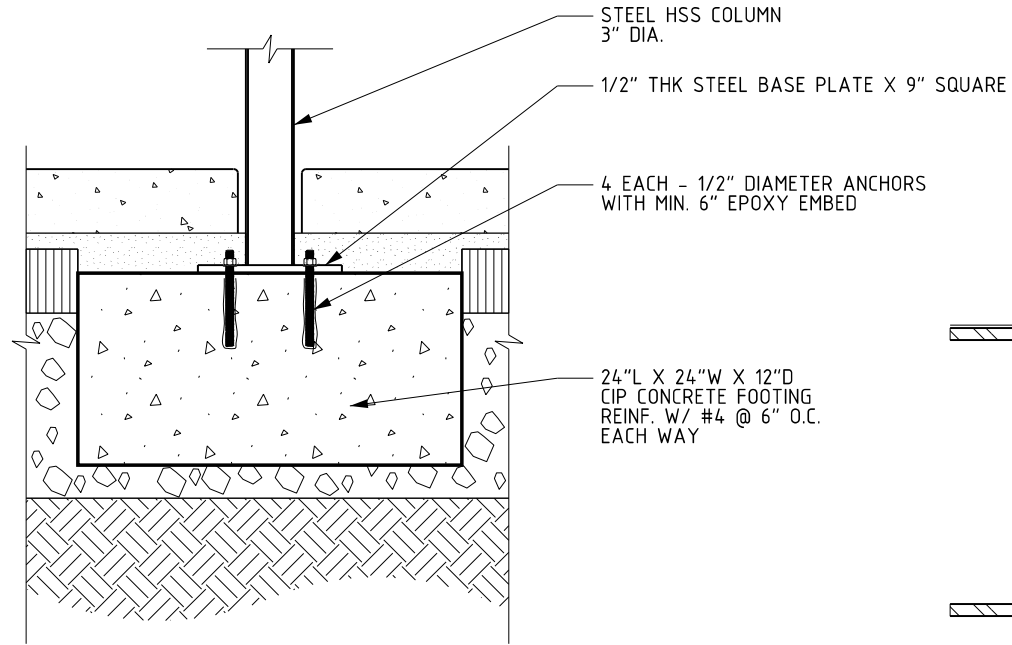
1 TEMPORARY RIGGING DETAIL
SCALE: 3"=1'-0"



THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 8601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

ANDREW PAUL THRENTS
No. 8601
STRUCTURAL
LICENSED PROFESSIONAL ENGINEER

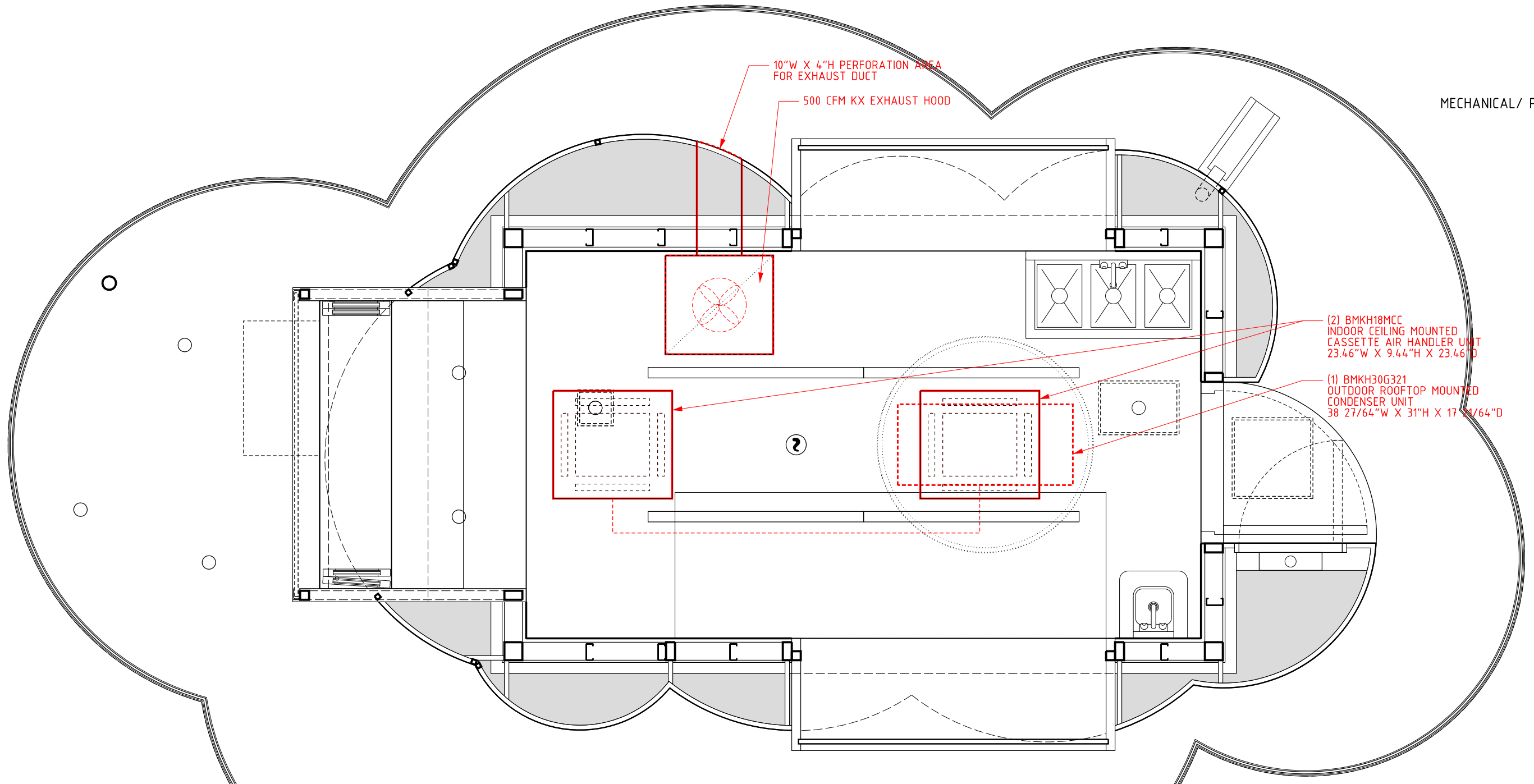
SIGNATURE: *APT* DATE: 03.06.2024



3 STEEL COLUMN FOUNDATION DETAIL
SCALE: 1"=1'-0"

2 CONNECTION DETAIL STUD TO STRUCTURE STEEL
SCALE: 3"=1'-0"

1 CONNECTION DETAIL TO COLUMN BELOW
SCALE: 3"=1'-0"



MECHANICAL EQUIPMENT SCHEDULE

ITEM TAG	MODEL NUMBER	DESCRIPTION	VOLTAGE	F.L.A.	HP	CFM
EF-1	THOR KITCHEN TRH2406	EXHAUST HOOD	120V	3	1/2	500
AC-1	BLUERIDGE BMKH18MCC	CEILING AC CASSETTE	208V	5	1.4	N/A
AC-2	BLUERIDGE BMKH18MCC	CEILING AC CASSETTE	208V	5	1.4	N/A
OU-1	BLUERIDGE BMM18C	OUTDOOR UNIT	208V	18	5	N/A

PLUMBING EQUIPMENT SCHEDULE

ITEM TAG	MODEL NUMBER	DESCRIPTION	VOLTAGE	F.L.A.	HP	GPH / CAPACITY
K	REGENCY 600S31014X	TRIPLE COMPARTMENT SINK	N/A	N/A	N/A	N/A
L	STELTON 522HS1216S	HANDWASH SINK	N/A	N/A	N/A	N/A
P	STIEBEL ELTRON 235089	WATER HEATER	120	11.3	N/A	6GAL
Q	ZURN GT700-4	14# GREASE INTERCEPTOR	N/A	N/A	N/A	4GPM



DESIGN-BUILD

RENZ + E | WADE AND LETA
STUDIO SEO

ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

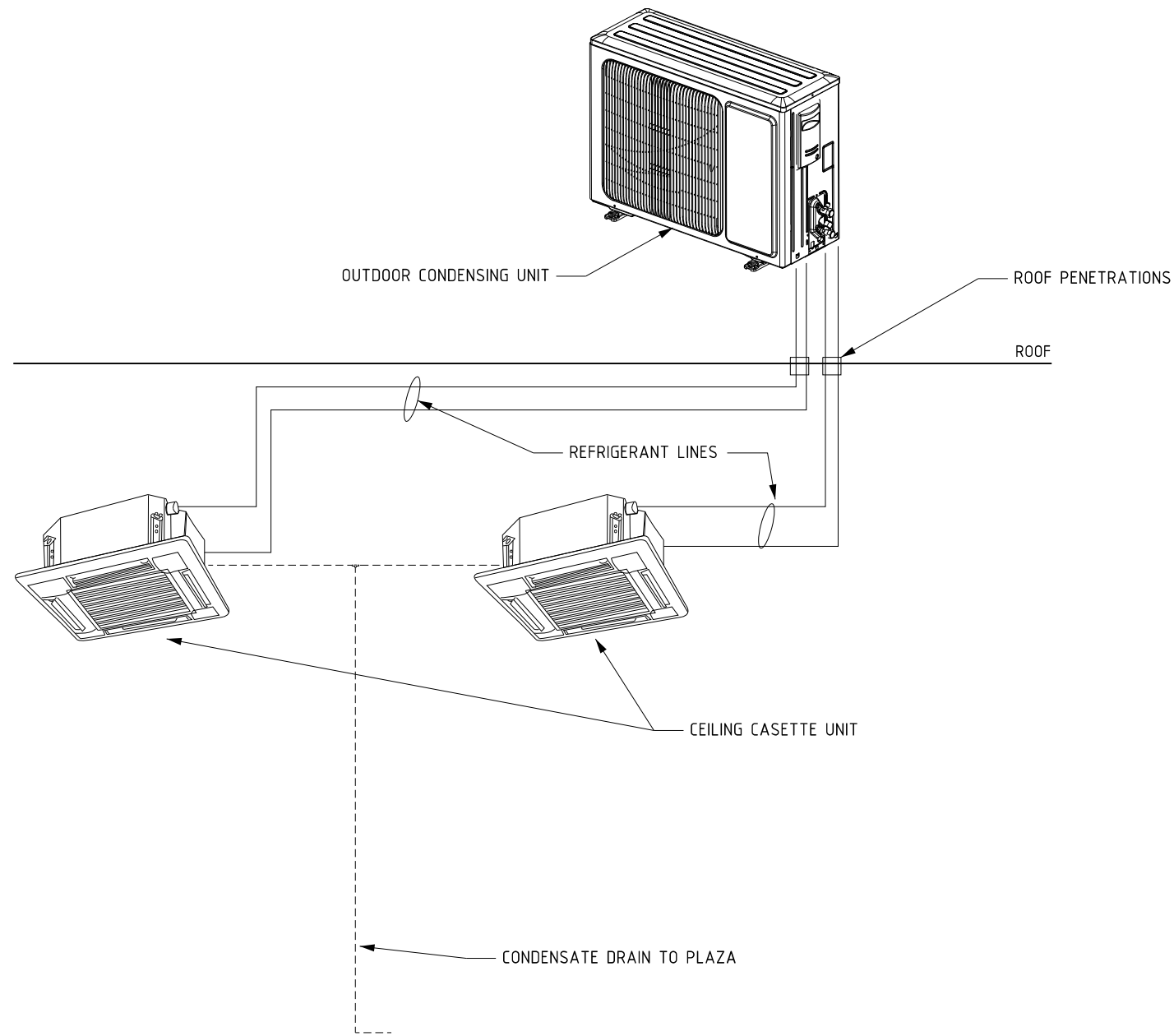
DRAWING TITLE
MECHANICAL/ PLUMBING PLAN - FIRST FLOOR

DATE
3/6/2024

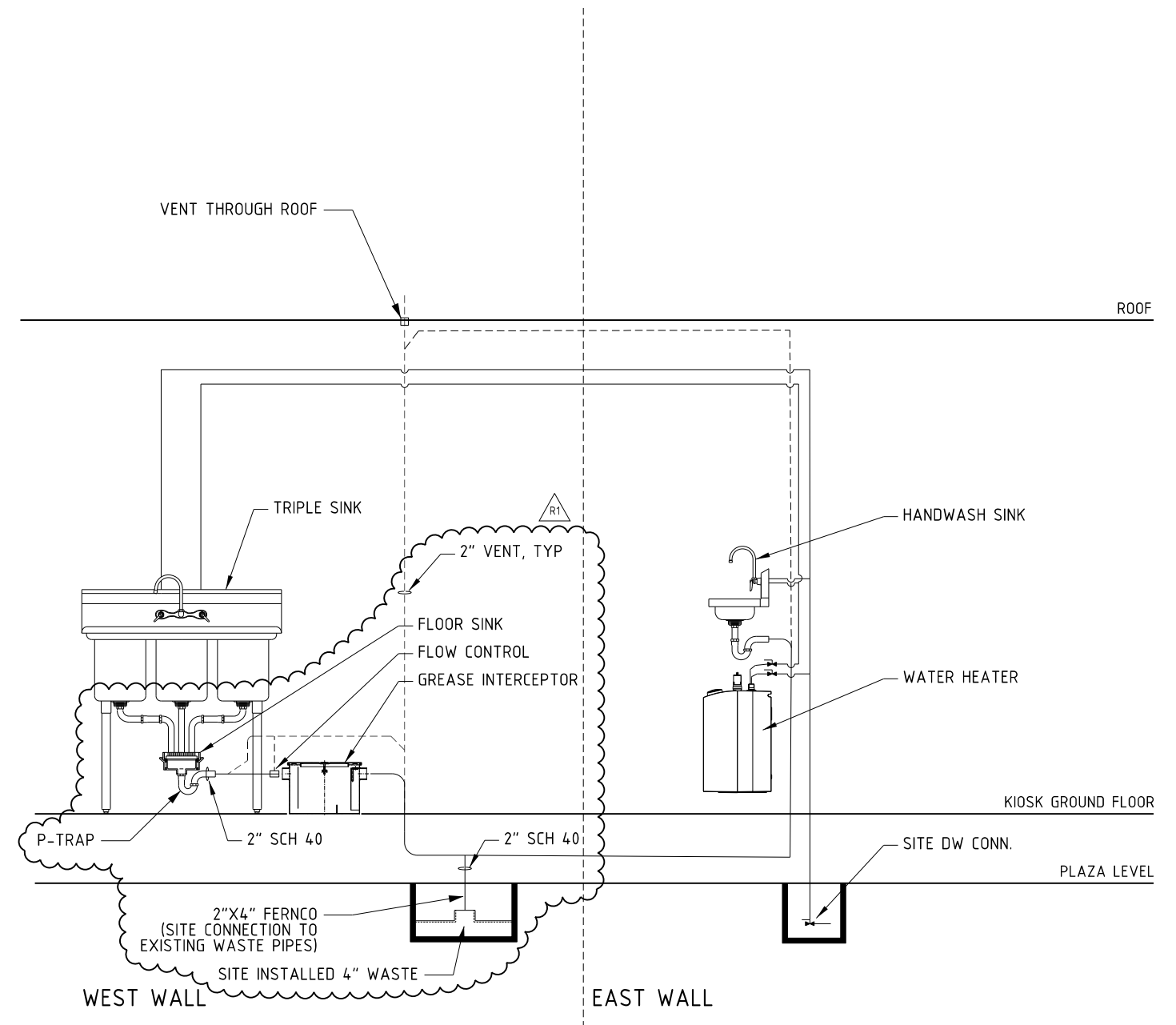
SCALE
1/2" = 1'-0"

DRAWING NO.

M-100.0



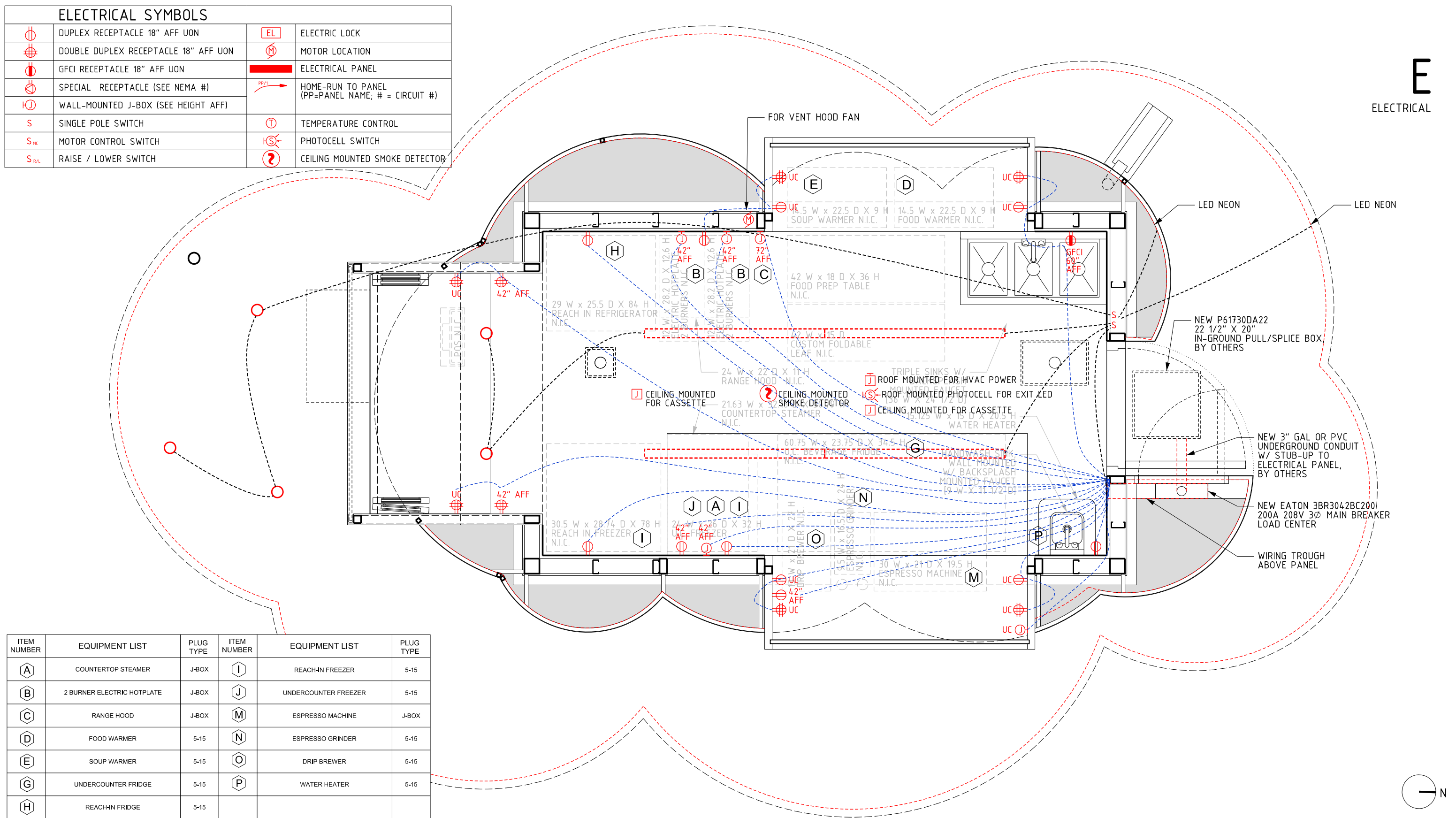
HVAC RISER DETAIL



PLUMBING RISER DETAIL

ELECTRICAL SYMBOLS			
	DUPLEX RECEPTACLE 18" AFF UON		ELECTRIC LOCK
	DOUBLE DUPLEX RECEPTACLE 18" AFF UON		MOTOR LOCATION
	GFCI RECEPTACLE 18" AFF UON		ELECTRICAL PANEL
	SPECIAL RECEPTACLE (SEE NEMA #)		HOME-RUN TO PANEL (PP= PANEL NAME; # = CIRCUIT #)
	WALL-MOUNTED J-BOX (SEE HEIGHT AFF)		TEMPERATURE CONTROL
	SINGLE POLE SWITCH		PHOTOCELL SWITCH
	MOTOR CONTROL SWITCH		CEILING MOUNTED SMOKE DETECTOR
	RAISE / LOWER SWITCH		

E
ELECTRICAL



ITEM NUMBER	EQUIPMENT LIST	PLUG TYPE	ITEM NUMBER	EQUIPMENT LIST	PLUG TYPE
A	COUNTERTOP STEAMER	J-BOX	I	REACH-IN FREEZER	5-15
B	2 BURNER ELECTRIC HOTPLATE	J-BOX	J	UNDERCOUNTER FREEZER	5-15
C	RANGE HOOD	J-BOX	M	ESPRESSO MACHINE	J-BOX
D	FOOD WARMER	5-15	N	ESPRESSO GRINDER	5-15
E	SOUP WARMER	5-15	O	DRIP BREWER	5-15
G	UNDERCOUNTER FRIDGE	5-15	P	WATER HEATER	5-15
H	REACH-IN FRIDGE	5-15			

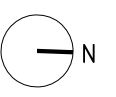
DESIGN-BUILD
RENZ + E | WADE AND LETA
 STUDIO SEO
 HARRIS STRUCTURAL ENGINEERING
 ADDRESS
 50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
ELECTRICAL PLAN - FIRST FLOOR
 DATE
 3/6/2024
 SCALE
 1/2" = 1'-0"

DRAWING NO.
E-100.0



		208Y/120V		PP-1										BUS: 200 AMP			
		BURLINGTON CHP KIOSK		3Ø-4W												MAIN: 200 AMP CB	
ITEM NUMBER		LOAD SERVED	WIRE SIZE	TRIP	POLE	LOAD IN kVA						POLE	TRIP	WIRE SIZE	LOAD SERVED	ITEM NUMBER	
						ØA		ØB		ØC							
A	1	COUNTERTOP STEAMER	3#8+G - BX	30	3	3.58	2.35					2	30	3#8+G - BX	ESPRESSO MACHINE	2	
	3							3.58	2.35							4	
	5								3.58	2.71							6
P	7	WATER HEATER	2#12+G - BX	20	1	1.36	2.71					2	30	3#8+G - BX	DRIP BREWER	8	
	9	2-BURNER HOTPLATE	3#8+G - BX	30	2			2.26	1.87							2	25
B	11											2.26	1.87				
	C	13	RANGE HOOD	2#12+G - BX	20	1	0.6	2.26					2	30	3#8+G - BX	2-BURNER HOTPLATE	14
15		ROLL-UP DOOR	2#12+G - BX	20	1			0.42	2.26			1					20
G	17	P.O.S. SYSTEM	2#12+G - BX	20	1					1.6	0.6		1	20	2#12+G - BX	SOUP WARMER	
	19	UC REFRIGERATOR	2#12+G - BX	20	1	0.62	0.34					1					20
J	21	UC FREEZER	2#12+G - BX	20	1			0.16	0.84				1	20	2#12+G - BX	UPRIGHT REACH-IN FRIDGE	
	23	INTERIOR LIGHTING	2#12+G - BX	20	1					0.24	0.18	1					20
	25	EXTERIOR DOWNLIGHTS ^{R1}	2#12+G - BX	20	1	0.18	0.18						1	20	2#12+G - BX	EXTERIOR LIGHTING LED STRIP ^{R1}	
	27	OUTLETS	2#12+G - BX	20	1			0.18	0.18			1					20
	29	OUTLETS	2#12+G - BX	20	1					0.18	0.18		1	20	2#12+G - BX	OUTLETS	
	31	OUTLETS	2#12+G - BX	20	1	0.18	0.18					1					20
	33	OUTLETS	2#12+G - BX	20	1			0.18	0.18				1	20	2#12+G - BX	OUTLETS	
	35	OUTLETS	2#12+G - BX	20	1					0.18	0.18	1					20
	37	SPARE		20	1	0	0						1	20		SPARE	
	39	SPARE		20	1					0	0	1					20
	41	SPARE		20	1					0	0		1	20		SPARE	
	LOAD PER PHASE						14.54	14.46	13.76								
TOTAL:						42.76 kVA			~168 AMPS								

Exhibit D:

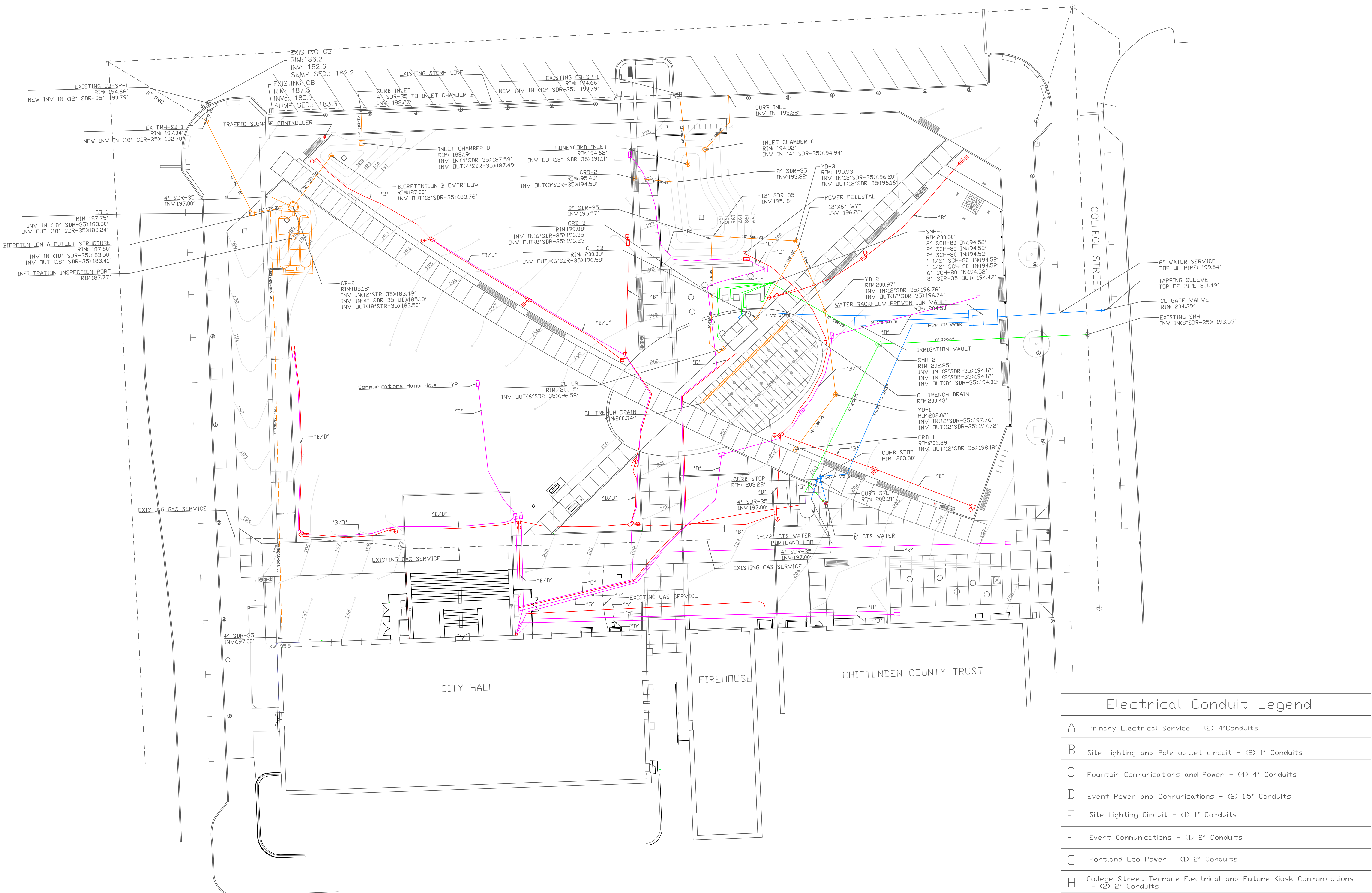
City Hall Park As-Built Drawing, 2021



Note:
This shop drawing represents S.D. Ireland's interpretation of the architect's plans and specifications as well as our contract requirements for this project.
Prior to manufacture and production from this drawing all dimensions, methods of construction, and existing conditions must be checked, revised and approved by S.D. Ireland's client.

Legend:

	Storm
	Sewer
	Water
	Electrical
	Communications
	Existing Utilities
	Yard Drain
	Sewer Structure
	Water Shutoff
	Communications Handhole
	Electrical Handhole
	Light Pole Base
	Catch Basin



Electrical Conduit Legend	
A	Primary Electrical Service - (2) 4" Conduits
B	Site Lighting and Pole outlet circuit - (2) 1" Conduits
C	Fountain Communications and Power - (4) 4" Conduits
D	Event Power and Communications - (2) 1.5" Conduits
E	Site Lighting Circuit - (1) 1" Conduits
F	Event Communications - (1) 2" Conduits
G	Portland Loo Power - (1) 2" Conduits
H	College Street Terrace Electrical and Future Kiosk Communications - (2) 2" Conduits
I	Event Power Circuit - (1) 1.5" Conduits
J	Wifi Router Feed - (1) 2" Conduits
K	Burlington Telecom Communications Service - (2) 2" Conduits
L	50 Amp Service Feed - (1) 2" Conduits

Approval

SD Ireland has reviewed this drawing and is returning it to S.D. Ireland with the following approval for fabrication & shipment:

Approved

Approved as Noted

Approved as Noted (Resubmit for Record)

Revise and Resubmit

By: _____ (Signature)

Date: _____

By: _____ (Please Print)

Date: _____

Company: _____

* Please note that revisions may affect pricing and lead times.

Rev.	Date	By	Description

Project Name: City Hall Park

Project Location: Burlington, VT

Drawing Title: Civil Asbuilt

Job #: 565 Date: 2.4.21

Scale: 1"=20' Page: 1

Exhibit E:

Site Photos: Existing Conditions and 2020 Park Construction



149 Church St, City Hall Park – Kiosk Location Site Photos – 01.16.2024



149 Church St, City Hall Park – Kiosk Location Site Photos – 01.16.2024



149 Church St, City Hall Park – Kiosk Location Site Photos – 01.16.2024



City Hall Park Construction Photos 2019 – 2020



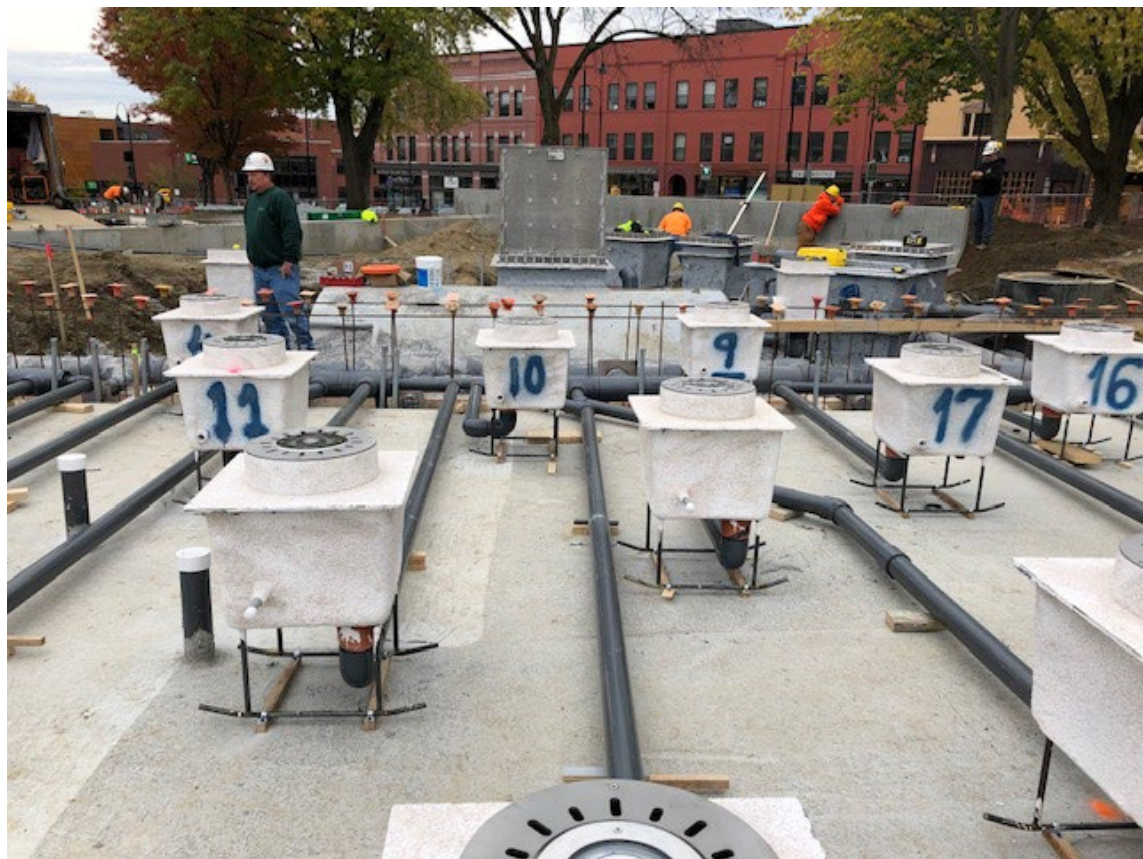
Chemical Tanks Plumbing (below location of Kiosk)



Connection to SMH #1



Backfilling



Nozzle Plumbing, Tanks, and Structures



Nozzle Plumbing



Wi-Fi Conduit to NW Ellipse LPB

Exhibit F:

Draft Contract Template for Construction Contracts

CITY OF BURLINGTON
DRAFT CONSTRUCTION CONTRACT

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

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Contract Documents**” means all the documents identified in Section 7.A.
- B. “**Effective Date**” means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “**Party**” means the City or Contractor, and “**Parties**” means the City and Contractor.
- D. “**Project**” means the [REDACTED].
- E. “**Work**” means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

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

3. EFFECTIVE DATE & TERM

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

B. Term. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on final acceptance by the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

Contractor shall construct the Project in accordance with all the provisions hereof, including with the Contract Documents and the plans, specifications, and technical details on-file with the City and referenced or included in the Notice to Bidders (dated [redacted]), including any addenda thereto), all of which are incorporated herein by this reference as though fully set forth.

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Bid Proposal) [or as follows: redacted], subject to the Maximum Limiting Amount in Paragraph C, below.

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

B. Payment Schedule. The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents [or as follows: redacted]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

C. Maximum Limiting Amount. The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$[redacted]. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

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

[Name, address, phone, email]

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Notice to Bidders dated [REDACTED]

Attachment B: Contractor's Bid Form [REDACTED]

Attachment C: Burlington Standard Provisions for Construction Contracts

Attachment D: General & Special Conditions

Unless otherwise specified or modified by the Contract Documents, the General & Special Conditions hereby incorporate by this reference as though fully set forth the 2024 VTrans Standard Specifications for Construction (or later edition), available here for reference purposes: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>. Attachment D, including any appendices thereto (the provisions of which apply to this Contract), modifies or supplements the VTrans Standard Specifications for purposes of this Contract.

Attachment E: Burlington Livable Wage Ordinance Certification

Attachment F: Burlington Outsourcing Ordinance Certification

Attachment G: Burlington Union Deterrence Ordinance Certification

Attachment H: Contractor's Certificate of Insurance & Endorsements

Attachment I: Payment, Performance, and/or Warranty Bonds

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between provisions of the Contract Documents relating to indemnification or defense, the provision most protective of the City (and of the State, if this is a state-aid contract) shall apply. In all other cases, this Contract shall govern over the other Contract Documents; plans, technical specifications, and technical details shall govern over other provisions; General & Special Conditions shall control over conflicting provisions of Attachment C; and the remaining Contract Documents shall govern over conflicting provisions of Contractor's bid.

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

<p>Contractor [Name of Contractor]</p> <p>By: _____</p> <p>Date: _____</p>
--

<p>City of Burlington [Department]</p> <p>By: _____ [Name] [Title]</p> <p>Date: _____</p>

Exhibit G:

Burlington Standard Contract Conditions, Construction

**BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSTRUCTION CONTRACTORS**

1. DEFINITIONS:

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

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

3. INSURANCE & INDEMNIFICATION: The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

4. CONFLICT OF INTEREST: The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.

5. PERSONNEL REQUIREMENTS AND CONDITIONS: A Contractor shall employ only qualified personnel with responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

- 1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
- 2. Any City employees so involved within one (1) year of termination of employment with the City.

The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other

than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Contractor from work related to the Contract, for misconduct, incompetence, or negligence, in the opinion of the City, in the due and proper performance of Contractor's duties, or who neglects or refuses to comply with the requirements of the Contract.

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.
8. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

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

9. **UTILITIES & ACCESS:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City and will enter into any necessary contacts and discussions with the affected owners regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.

The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities

and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

10. PROTECTION OF PROPERTY:

- A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

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

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

13. APPEARANCES:

- A. Hearings and Conferences: The Contractor shall provide services required by the City and

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

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

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

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

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

14. RESPONSIBILITY OF COST: The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and in strict accordance with the Contract Documents and any amendments thereto and any approved supplemental plans and specifications. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

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

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

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's

labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied by documentation to substantiate their charges.

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

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

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

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

18. CHANGE ORDERS & AMENDMENTS: No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor. All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the Contract, must be authorized by means of a written Contract Change Order which is mutually agreed to by the City and Contractor. The Contract Change Order will include extra Work, Work for which quantities have been altered from those shown in the Bid Schedule, as well as decreases or increases in the quantities of installed units from those shown in the Bid Schedule because of final measurements. All changes must be recorded on a Contract Change Order (which form is part of these Contract Documents) and fully executed before they can be included in a partial payment estimate. Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

19. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may be granted by amendment only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

20. PUBLIC HEALTH EMERGENCY:

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

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

- a. **Public Health Emergency Plan:** The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor’s workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

- b. **Review and Acceptance of Plan:**
 - i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.

- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

1. Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor's expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
2. Rate Schedule. By unit prices designated in the Contract, or by unit prices covered under any subsequent contracts.
3. Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

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

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

- 23. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.
- 24. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 25. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by

reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.

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

be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

30. WARRANTY: In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

Contractor, at its own expense, shall make any repairs, or replacement necessary to correct these defects to the satisfaction of the City.

This warranty of material and workmanship applies only:

1. To the property only as long as it remains in the possession of the City.
2. To the Work that has not been subject to accident, misuse, or abuse by someone other than the Contractor.
3. To the Work that has not been modified, altered, defaced, or had repairs made or attempted by someone other than the Contractor.
4. If the Contractor is immediately notified in writing within ten (10) days of first knowledge of the defect by the City.
5. If the Contractor is given the first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to the City within a reasonable period of time.

Under no circumstances shall Contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

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

with these terms.

32. SETTLEMENTS OF MISUNDERSTANDINGS: Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

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

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

B. Termination for Cause:

- i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 18-20.

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

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

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

35. SAFETY REQUIREMENTS: The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements, including the provision and use of appropriate safety equipment and practices.

The Contractor, and not the City, shall be responsible for the safety, efficiency, and adequacy of Contractor's or its subcontractors' plant, appliances, equipment, vehicles, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

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

37. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support

Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

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

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

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

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

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

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

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

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

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

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

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

47. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

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

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

50. ENTIRE CONTRACT & AGREEMENT: This Contract, including the Contract Documents, constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

51. APPENDICES: The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

52. NO THIRD PARTY BENEFICIARIES: This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

53. WAIVER: Notwithstanding the passage of time, a Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Exhibit H:

Insurance Indemnification

Insurance & Indemnification

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

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

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

A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

- | | |
|----------------------------------|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products-Completed/Operations | \$2,000,000 |
| 3. Personal & Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Damage to Rented Premises | \$ 250,000 |

6. Med. Expense (Any one person) \$ 5,000

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

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

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

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

D. Professional Liability/Errors & Omissions:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$2,000,000 - Annual Aggregate/Policy Limit
 - (b) \$1,000,000 - Per Claim/Occurrence
2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

E. [Special Coverages]

- a. Cyber liability, including privacy liability: \$1,000,000
- b. Technology Errors & Omissions Liability: \$1,000,000
- c. Builders' Risk or Installation Floater: Value of project or contract
- d. Garagekeeper's Liability - \$500,000 (minimum)
- e. Sexual Misconduct - \$1,000,000
- f. Employee Dishonesty Coverage, including third party (client) coverage

- g. Marine (protection and indemnity) liability - \$1,000,000
- h. Pollution Liability (Contractor's) – Included or \$1,000,000
- i. Valuable Papers & Records Insurance: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Contractor, sub-contractor, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the Contractor to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Contractor's possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Umbrella/Excess Liability:

- 1. \$ __,000,000 Each Event Limit
- 2. \$ __,000,000 General Aggregate Limit
- 3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability and errors & omissions/professional liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy (except errors & omissions/professional liability) shall be endorsed to waive subrogation against the City.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the “Indemnitees”) from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, “Claims”) arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontractor for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

Exhibit I:

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 WAGES¹

21-80 Findings and purpose.

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

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

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

21-81 Definitions.

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

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

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

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

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

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

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

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

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

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

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

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

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

21-82 Livable wages required.

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

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

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

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

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

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

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

21-83 Applicability.

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

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

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

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

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

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

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

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

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

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

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

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

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

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

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

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

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

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

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

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

(5) Reasonable attorneys' fees and costs.

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

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

21-85 Other provisions.

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

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

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

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

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

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

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

21-86 Exemptions.

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

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship;
and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

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

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

21-87 Severability.

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

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

21-88 Annual reporting.

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

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

(Ord. of 10-21-13)

21-89 Effective date.

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

(Ord. of 10-21-13)

Exhibit J:

Burlington Outsourcing Ordinance Certification

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

I, _____, on behalf of

_____ (Contractor) and in connection with the

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

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

ARTICLE VII. OUTSOURCING

21-90 Policy.

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

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

21-91 Definitions.

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

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

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

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

21-92 Implementation.

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

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

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

21-93 Exemption.

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

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

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

21-94 Enforcement.

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

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

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

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

21-95—21-99 Reserved.

Exhibit K:

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.

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

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

21-101 Definitions.

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

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

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

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

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

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

21-102 Implementation.

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

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

21-103 Enforcement.

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

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

21-104—21-110 Reserved.
