



Office of Plangineering
645 Pine Street, Suite A
Burlington, VT 05402
802.863.9094 P
802.863.0466 F
802.863.0450 TTY
www.dpw.ci.burlington.vt.us

Steven Goodkind, P.E.
DIRECTOR OF PUBLIC WORKS
City Engineer

Date: March 23, 2011

To: Board of Finance

*From: Nicole Losch and Carol Weston
DPW Office of Plangineering*

Subject: 2011 – 2013 Retainer Consultants

Memo

In December 2010 the Department of Public Works advertised a Request for Qualifications for consultants interested in providing on-call technical assistance for planning and engineering services from 2011 through 2013. After reviewing all of the proposals, we have determined that all of the consultants that responded to the RFQ should be approved for this retainer contract (attached):

- Alrich + Elliot
- DuBois & King
- Engineering Ventures
- Fuss & O'Neill
- Hoyle Tanner Associates
- Lakeside Environmental
- Lamoureux & Dickinson
- Stantec

These firms would be considered for a variety of services, including: multi-modal transportation planning, mechanical engineering and energy efficiency, civil engineering and design, stormwater engineering and design, geotechnical engineering and design, environmental engineering and design, building construction, urban design, architecture and historic restoration, landscape architecture, structural engineering, land use and community planning, land surveying, geographic information systems, and/or resident engineering services.

These services would be provided for the programs of our Plangineering Office at DPW: Stormwater, City Capital (including all city-owned buildings and property), Street Capital (including streets, sidewalks, and bicycle facilities), Traffic and Traffic Calming, and Water and Wastewater.

We expect to award work to consultants for the following projects, and for additional projects as they arise:

- sidewalk design and final engineering for grant-funded sidewalk projects (Flynn Avenue, Colchester Avenue, Cliff Street),
- grant-funded street improvements (North Avenue and Plattsburg Avenue, Main Street mid-block crossing)
- city capital program projects (structural and site work)
- corridor or circulation studies (implementation of the city's Transportation Plan)
- traffic calming projects
- City Hall Park improvements
- Leddy Parking Lot improvements
- Robinson Parkway drainage improvements
- Austin Drive / South Cove stormwater improvements
- Lakeside Avenue railroad bridge improvements
- Queen City Park Road bridge deck improvements

We will return to the Board of Finance (BOF) for authorization before releasing any work that requires BOF approval under the city's procurement policy. Otherwise, projects will be awarded to a consultant after reviewing: 1) financial details to ensure fiscal responsibility, and 2) their ability to perform tasks within the assigned scope, based on review of their services, experience, expertise, or response to a request for a detailed proposal of work.

Encl: Agreement for Planning and Engineering Services (template for 2011-2013 contracts, pending approval by City Attorney)

**CITY OF BURLINGTON, VERMONT
AGREEMENT FOR TECHNICAL ASSISTANCE FOR PLANNING AND ENGINEERING
SERVICES WITH
XXXXXXXXXXXXXXXXXX**

Project: Burlington Project #####

THIS AGREEMENT is made this _____ day of _____, 2011 by and between the City of Burlington, a Vermont municipal corporation, hereinafter referred to as CITY and XXXXXX, a corporation, with its principal place of business at XXXXXX, authorized to do business in Vermont, hereinafter referred to as CONSULTANT.

WHEREAS, the CITY proposes to solicit technical assistance on an as-needed basis for planning and engineering services, hereinafter known as technical assistance, in the City of Burlington, Vermont; and

WHEREAS, the CONSULTANT is ready, willing, and able to perform the required services in the time required;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONSULTANT agrees to provide on-call technical assistance for planning and engineering tasks when solicited by the CITY. The technical assistance shall be performed substantially as set forth in the scope of work to be developed for each assigned project, and as detailed in the Request for Qualifications dated December 7, 2010, Attachment A; the CONSULTANT's Technical and Cost Proposals dated XXXXXXXX, 2011, Attachment B, and the "Consultant Contract Attachment" dated XXXXXXXXXXXX, Attachment C, and the City's "Livable Wage Ordinance", Attachment D; all of which are incorporated herein and made a part of this Agreement. In the event of any conflict between either attachment and this Agreement, this Agreement will be controlling.

2. TIME SCHEDULE

The CONSULTANT agrees that work to be performed under the Agreement shall adhere to the time schedule as identified in future scopes of work for awarded projects.

3. EXPECTED DELIVERABLES

The CONSULTANT agrees that work to be performed under the Agreement shall include deliverables as identified in future scopes of work for awarded projects. This may include but is not limited to progress reports; cost estimates; alternative concept drawings,

preferred alternative drawings, design drawings, and right-of-way drawings; information necessary for utility agreements; technical specifications; bid documents; environmental documents meeting local, state, and federal requirements.

When applicable:

A. COST ESTIMATES

1. The CONSULTANT shall provide an itemized estimate of probable construction costs, using the latest VTrans estimating procedures.
2. Updated Cost Estimates are required at each drawing submission interval.
3. The Final Cost Estimate, submitted with the Contract Documents, shall include a quantity take-off.

B. FINAL CONTRACT DOCUMENTS

The CONSULTANT shall provide one original reproducible set and three copies of the approved Final Contract Documents including the Technical Specifications, General and Special Provision package, and the standard "front-end" Bid and Contract Documents.

C. STATUTORY & OTHER REQUIREMENTS

When public funds are involved, compliance with the following rules and regulations is required:

1. Davis-Bacon
2. Equal Employment Opportunity Laws
3. Affirmative Action requirements
4. Title VI of the Civil Rights Act of 1964
5. Copeland Anti-Kickback Act
6. NEPA
7. Burlington's Livable Wage Ordinance

D. BID DOCUMENTS

In bid documents prepared by the CONSULTANT, a notice of all federal, state, and local requirements shall be included. At a minimum, public notice of the opportunity to bid may be made through the Dodge Report and Work-In-Progress. The contractor should be familiar with all federal rules and regulations, including federal government procurement standards.

E. Documents shall also be provided in electronic format, in an AutoCAD format acceptable to BED and DPW, where applicable.

F. All materials produced will become the property of the CITY.

3. CONDITIONS

A. All work shall be completed in compliance with the scope of work that is developed for each assigned project associated with this AGREEMENT. Any significant problems, delays or adverse conditions, actual or anticipated, which will materially

affect the project objectives or prevent the timely completion of the project, shall promptly be brought to the attention of the CITY.

- B. Acknowledgment of the City of Burlington, CEDO, Public Works and VTrans support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.
 - C. The CONSULTANT shall perform all work using applicable standards, specifications and policies.
 - D. The CONSULTANT shall conform to the text of 18 U.S.C. 1913, which prohibits the use of subgrant funds for lobbying.
 - E. The CONSULTANT shall comply with the Single Audit Act of 1984 for State and local governments.
 - F. The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, prohibiting employment discrimination; and section 504 of the Rehabilitation Act of 1973, as amended, prohibiting the discrimination against people with disabilities; and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability; and the Age Discrimination Act of 1975 which prohibits discrimination on the basis of age.
 - G. The CONSULTANT shall provide free and open access to the MUNICIPALITY and its authorized representatives to the project and all accounts, records, information and books relative thereof including the right to make excerpts and transcripts.
 - H. The CONSULTANT shall furnish the MUNICIPALITY with periodic reports, statements and other documentary data and information as may be requested relative to the progress and status of the project and as to the compliance with the terms and conditions of this Agreement.
 - I. All maps, data, photographs, slides, renderings, reports, discs, CAD models and material related to this Contract shall be accessible to, and become joint property of the CONSULTANT and the MUNICIPALITY.
 - J. The CONSULTANT shall retain all records pertaining to this agreement for a period of three (3) years after the final payment and all other pending matters are closed. If an audit, litigation or action involving records is started before the end of the three-year period, whichever is later.
4. **APPLICABLE STANDARDS, SPECIFICATIONS & POLICIES**
- A. The MUNICIPALITY Regulations & Specifications for Construction, including but not limited to:
 - 1. Burlington Electric Department Construction Standards Manual (appropriate

- sections)
 - 2. Burlington Electric Department Project specifications
 - 3. Burlington Electric Department Project drawings
- B. All VTrans design standards, specifications and policies, latest approved editions including, but not limited to:
 - 1. Vermont State Standards for the design of Transportation Construction, Reconstruction and Rehabilitation on Freeways, Roads and Streets.
 - 2. VTrans Standard Specifications for Construction, 1990 edition
 - 3. VTrans LTF Project Development Process
 - 4. VTrans Traffic Signal Installation Policy
 - 5. VTrans Roadway and Traffic Design Manual
 - 6. VTrans Level of Service Policy
 - 7. VTrans CADD Policy
 - 8. VTrans Route Survey Manual
 - 9. VTrans Hydrological and Hydraulic Design guidelines and Criteria
 - 10. VTrans Policy on Design Exceptions
 - 11. VTrans guidelines for Traffic Engineering Issues
 - 12. VTrans Specifications for Consulting Engineers Services. Where conflicts between these specifications and this Scope of services arise, the Scope of services will govern.
- C. State of Vermont Guidelines for Street Lighting, Signal Design, Sign Placement & Design, Pavement Marking & Placement, Traffic Control Design and others.
- D. VTrans Landscape Design Policy for Transportation Projects.
- E. AASHTO Policy on Geometric Design of Highways and Streets.
- F. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and traffic Signals.
- G. AASHTO Roadside Design Guide.
- H. AASHTO Guide for Design of Pavement Structures
- I. Americans with Disabilities Act (Uniform Federal Accessibility Standards).
- J. Highway Capacity Manual (TRB Special Report 209).
- K. Manual on Uniform Traffic Control Devices (MUTCD), latest edition, and VTrans Supplement.
- L. Any and all applicable standards, specifications and policies necessary for the work relating to Verizon, Adelphia and VT Gas, Inc. systems.

5. **INSURANCE**

A. GENERAL

Prior to beginning any work the CONSULTANT shall obtain the following Insurance Coverage. The certificate of insurance coverage shall be documented on forms acceptable to the MUNICIPALITY. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the MUNICIPALITY, must be received prior to the effective date of a Notice to Proceed for work associated with this AGREEMENT. The insurance policy(ies) shall provide that insurance coverage cannot be canceled or revised without fifteen (15) days' prior notice to the MUNICIPALITY. In the event that this

contract extends to greater than one year, evidence of continuing coverage must be submitted to the MUNICIPALITY on an annual basis. Certified copies of any insurance policies may be required.

The CONSULTANT is responsible to verify that:

1. All subconsultants, agents, or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all subconsultants, agents, or workers.
2. All coverages shall include adequate protection for activities involving hazardous materials.
3. All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the CONSULTANT or the consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the MUNICIPALITY.

B. GENERAL LIABILITY AND PROPERTY DAMAGE

1. With respect to all operations performed by the CONSULTANT, subconsultants, agents or workers, it is the CONSULTANT'S responsibility to ensure that general liability insurance coverage provides all major divisions of coverage, including, but not limited to:
 - a. Premises operations,
 - b. Independent contractors' protective,
 - c. Products and completed operations,
 - d. Personal injury liability,
 - e. Contractual liability,
 - f. Broad form property damage,
 - g. Medical expenses, and/or
 - h. Collapse, underground and explosion hazards.
2. The policy shall be on an occurrence form with limits not less than:

a. General Aggregate	\$2,000,000
b. Products Completed/Operations Aggregate	\$1,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$50,000
f. Medical Expense (any one person	\$5,000

C. WORKER'S COMPENSATION

With respect to all operations performed, the CONSULTANT shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$100,000 each incident
2. Bodily Injury by Disease: \$500,000 policy limit / \$100,000 each employee

D. PROFESSIONAL LIABILITY INSURANCE

1. GENERAL

This applies only to those contracts specifically identified as requiring Errors and Omissions (E&O) Insurance. The CONSULTANT shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance contractile duties with the following minimums limits:

- a. Annual Aggregate: \$1,000,000
- b. Per Occurrence: \$1,000,000

2. DEDUCTIBLES

The CONSULTANT is responsible for any and all deductibles.

3. COVERAGE

Prior to performing any work, the CONSULTANT agrees to provide evidence of E&O insurance coverage defined under this section. In addition, the contractor agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this AGREEMENT, and for a period of five years following substantial completion, if such coverage is reasonably available at commercial affordable premiums.

4. VALUABLE PAPERS INSURANCE

This applies only to those contracts specifically identified as requiring Valuable Papers Insurance. The CONSULTANT shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other data relating to the work, whether supplied by the MUNICIPALITY or developed by the CONSULTANT, subconsultant, worker, or agent, in the event of loss impairment or destruction of these documents. Such coverage shall remain in force until the final plans, and all related materials, have been delivered by the CONSULTANT to, and accepted by, the MUNICIPALITY. The policy shall provide coverage on an each-occurrence basis with limits not less than:

- a. Valuable Papers \$10,000
- b. Electronic Data Media \$10,000

5. AUTOMOBILE LIABILITY

The CONSULTANT shall carry automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with this AGREEMENT. Each policy shall provide coverage with a limit not less than: \$1,000,000 Combined Single Limit.

6. REPORTING & REVIEW REQUIREMENTS

- A. The CONSULTANT shall submit drawings for review and comment by the MUNICIPALITY, CEDO, Public Works and VTrans, at the following intervals:

Alternative Concept, Preferred Alternative, Preliminary, Final Right of Way, Final Design and Contract Drawing and Documentation. The date of printing and project phase of the drawings shall be shown on all of the sheets.

- B. Drawings shall be submitted to the MUNICIPALITY, CEDO, Public Works, and VTrans for comments. The CONSULTANT shall modify the drawings, as necessary, to incorporate the decisions from the review and submit the revised drawings to the CEDO, Public Works. If these drawings are acceptable, the CEDO will send the CONSULTANT written authorization to proceed with development of the project drawings.

7. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and shall be terminated on or before XXXXXXXXXX, 2013 unless the construction contract requires additional time for completion.

- A. The MUNICIPALITY or the CONSULTANT may terminate this contract for any reason giving written notice at least thirty (30) days in advance.
- B. Failure of the CONSULTANT to comply with the terms of this contract or to fail to complete the elements described in future scopes of work within the Period of Performance shall be deemed a material breach of this contract and may constitute termination without the necessity of written notice.
- C. Failure of the MUNICIPALITY to pay the CONSULTANT as agreed upon and in a timely manner shall be deemed a material breach of this Contract and may constitute termination without the necessity of written notice.

8. THE AGREEMENT FEE

- A. General. The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance for all services and expenses (including those of sub-consultants) encompassed under this Agreement, payment at the rates specified in Attachment B.

For any rates not specified in Attachment B, the CONSULTANT shall request approval for the published rates from the Municipal Project Manager prior to utilization or invoicing of such rates.

- B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT and all sub-consultants hereunder for all services shall not exceed a maximum limiting amount of \$XXXX. Any work which will result in exceeding the MLA shall be negotiated and mutually agreed upon by both parties.
- C. The CONSULTANT'S overhead rate for this Agreement shall be based upon the

actual audited overhead rate up to a maximum cap of XX%.

9. RELATIONSHIP

Engineer accepts a relationship of trust and confidence with the City, which will be relying upon Engineer's expert services. Engineer will perform its work under this Agreement utilizing at least that level of professional competence, which is consistent with usual and customary engineering services in Burlington, Vermont.

10. PAYMENT PROCEDURES

Invoices shall be submitted to My Chau Bui, Administrative Assistant, Burlington Public Works, 645 Pine Street Suite A, Burlington VT 05401. One original and two copies are required. Electronic invoicing is acceptable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

XXXXXXX.
P.O. BOX XXX
XXXXXXXXXXXXXXXXXXXX

By: _____

Title: _____

Date: _____

CITY OF BURLINGTON, VERMONT

By: _____

Steve Goodkind

Title: _____

Director, Public Works

Date: _____

ATTACHMENT A



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC
WORKS**

645 Pine Street
Post Office Box 849
Burlington, Vermont 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY

Steven Goodkind, P.E.

*DIRECTOR OF PUBLIC WORKS
CITY ENGINEER*

Norman J. Baldwin, P.E.

ASSISTANT DIRECTOR OF PUBLIC WORKS

Technical Assistance Program
Request for Qualifications
December, 7th 2010
Qualifications Due 10am Friday, January 7th, 2011

TABLE OF CONTENTS

1. Background.....	1
2. Program Description	2
3. Proposal Requirements	3
4. Consultant Evaluation and Selection	4
5. Additional Information.....	5

I. BACKGROUND

The City of Burlington Vermont Department of Public Works is seeking consultant services to perform planning and engineering tasks associated with capital projects through a rate schedule retainer contract. Proposers will identify hourly rates for specific tasks.

Consultants will be qualified to assist DPW engineering staff in one or more disciplines. Engineering staff will choose from the list of qualified consultants as projects arise. The consultants' contract will commence in 2011 and extend through 2013. The rates proposed by the consultant will be in effect for the complete term of the contract.

Scope of work tasks will be developed cooperatively for each project by City program managers and the consultant. Typical tasks include gathering information, performing analyses, recommending solutions, meeting and coordinating with City staff, attending public meetings, developing plans and construction documents and summarizing findings in plans, memorandums or brief reports.

The selected consultants will have expertise and set hourly rates in one or more of the following disciplines:

- Multi-modal transportation planning,
- Mechanical engineering and energy efficiency,
- Civil engineering and design,
- Stormwater engineering and design,

- Geotechnical engineering and design,
- Environmental engineering and design,
- Building construction,
- Urban design,
- Architecture and historic restoration,
- Landscape architecture,
- Structural engineering,
- Land use and community planning,
- Land surveying,
- Geographic information systems, and/or
- Resident engineering services.

In addition, successful consultants must be familiar with state and federal environmental laws and regulations, and will have a demonstrated ability to conduct effective public outreach.

II. PROGRAM DESCRIPTION

The annual Capital Improvement Program (CIP) program budget includes approximately \$50,000 for planning assistance consultant services. City departments submit capital assistance requests throughout the year.

The requests are prioritized by Public Works CIP Manager and staff and carried out accordingly. Generally, projects are small, focus on a specific location, can be completed within four to six months, and are located on locally owned facilities. In some cases, projects may be larger or require additional time to complete. Other programs that may utilize the selected consultants on an annual basis include: Street Capital, Stormwater, Water, Wastewater and general engineering.

The City will maintain a list of qualified consultants under a rate schedule contract. When a project is ready to commence, the program manager will determine which consultant is best suited for the project and capable of completing the project in the time required. The City program manager, consultant, and other relevant City staff will work cooperatively to develop the scope of work necessary to complete the project. In cases of larger projects, the City may elect to solicit bids and/or additional information from consultants under the rate schedule contract before selecting a firm to complete the project. We anticipate managing the development and construction of these projects as they are funded and would look to the support of our proposed on call providers to supplement staff work.

A firm on the on call list may be used to complete more detailed scoping studies in cases where particular expertise or knowledge is available from the firm and would be relevant to a scoping project.

Potential projects expected over the course of the contract include, but are not limited to:

- Pedestrian and bicycle facility alternatives analysis and conceptual design
- Small area corridor or circulation studies
- Intersection design alternatives

- Traffic calming designs
- Safety analyses
- Capacity analyses
- Heating ventilation and air conditioning improvements and retrofits
- Building rehab
- Site improvements
- General building improvements
- Inventory and hydrologic/hydraulic modeling of public stormwater infrastructure
- Engineering feasibility analyses and designs for improvements to public stormwater infrastructure, including water, wastewater, stormwater, streets and sidewalks.

III. QUALIFICATIONS REQUIREMENTS

All consultants will be required to prepare Technical Qualifications and a Cost Proposal as part of this submission. In order to be considered responsive to this RFQ, each submittal must conform to the following requirements. The consultant shall:

Submit six (6) copies of the Technical Qualifications (see requirements below). Number all pages consecutively.

Submit one (1) copy of the Cost Proposal (see requirements below) in a sealed, separate package.

Submit one (1) copy of the required Financial Forms (see requirements below) in a sealed, separate package.

Clearly indicate the following on the outside of each Technical Qualifications and the two sealed packages:

1. Project name (City of Burlington Engineering Assistance Program);
2. Contents (Technical Qualifications, Cost Proposal or Financial Information); and
3. Name and address of the consultant.

Submissions must be received by 10:00 am Friday, January 7th, 2010 at:

Department of Public Works
645 Pine Street, Suite A
Burlington, VT 05401

Late submissions will not be accepted.

If any of the above requirements are not met, the proposal may not be considered.

TECHNICAL QUALIFICATIONS REQUIREMENTS

The Technical Qualifications should demonstrate that the Firm understands the intent and scope of the program, the character of the deliverables, the services required for their delivery, and the specific tasks that must be performed in the course of supplying these services. In addition, the qualifications of the Proposer to supply the required services must be demonstrated.

Consultants will be evaluated on technical expertise and past performance. To assist with the evaluation, please provide the following information:

I. Cover Letter

This section should provide a brief introduction along with an overview of the Firms' understanding of the nature of the work and general approach to be taken.

II. Introduction to the Consultant Firm(s)

Proposers shall provide the following information relative to their firms. Similar information must be provided for each sub-consultant or each member of a joint venture.

- a) Firm name and business address, including telephone number and email contact.
- b) Year established. Include former firm names and year established, if applicable. Identify the state in which the firm was organized or incorporated.
- c) Type of ownership, and name and location of parent company and subsidiaries, if any.
- d) Indication of whether the firm is licensed to do business in the State of Vermont, which is a requirement of this program.
- e) Number of full-time employees. Part-time employees or consultants routinely engaged by the proposer may be included if clearly identified as such.
- f) A description of the firm's general qualifications, including experience with similar types of rate schedule contracts.
- g) A description of the specific skills and services the firm offers. (For example, traffic engineering, land surveying, landscape design, etc.)

III. Qualifications and Experience of Key Staff

Firms shall identify key individuals assigned to this project and include the function and/or responsibility of each of the identified individuals. Experience summaries of these key individuals shall be provided, with emphasis on previous experience in similar projects. Resumes of these key individuals may also be included as an appendix. This section should include a discussion of the firm's ability to respond to requests in a timely manner.

IV. References

The respondent shall submit names, addresses, and phone numbers of at least three references familiar with the consultant's ability, experience, and reliability in the performance and management of projects of a similar nature.

COST PROPOSAL REQUIREMENTS

The cost proposal should present a table including hourly and overtime rates for all classifications of personnel who may be utilized under this contract. These rates shall be presented and broken down by direct labor costs per class of labor, overhead cost, and total cost. This cost proposal information shall be placed in a separate envelope and the contents clearly labeled as specified above.

FINANCIAL FORMS

I. Provide with this submittal a complete copy of VAOT Form AF38 (Revised 6/30/04). One copy of this financial information for each firm designated as a sub-consultant in the prime consultant proposal shall be submitted with the prime consultant's proposal in a separate sealed envelope.

II. Provide with this submittal a completed copy of Standard Form 330 (Architect-Engineer and Related Services Questionnaire).

Copies of the financial forms are available for download from the CCMPO website at <http://www.ccmppo.org/rfps/>, or you may contact Bernie Ferenc at 802-660-4071 Ext. 10 or bferenc@ccmpo.org for paper copies.

V. CONSULTANT EVALUATION AND SELECTION

The technical qualifications will be evaluated by DPW staff. The evaluation criteria, with corresponding weight factors, are the following:

- Qualifications of the firm and personnel (including any subcontractors) to be assigned to this project and their experience completing similar projects. (40 Pts.)
- Clarity of the proposal, skills available, and expertise with specific skills. (35 Pts.)
- Demonstration of overall project understanding and knowledge of the local area. (15 Pts.)
- Completeness of submitted proposal with all elements required by the RFP (10 Pts.)

Following the technical qualifications evaluation, the cost proposal will next be reviewed for consistency and in light of the evaluation of the technical qualifications.

The City reserves the right to seek clarification of any proposal submitted.

The staff will develop a list of preferred consultants and advise the DPW Commission and City of Burlington Board of Finance of their decision.

The City reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFQ if it is in the best interests of the City. This solicitation of qualifications in no way obligates the City to award a contract. If deemed necessary, a short list of qualified consultants may be selected from those who submitted for follow-up interviews. Interviews will be conducted by the staff committee. Each consultant will be permitted approximately 20 minutes to make an oral presentation with a question and answer session to follow not to exceed 40 minutes. Interviews, if requested, will take place at the DPW offices.

Disadvantaged Business Enterprise (DBE) Program and WBE

The Vermont Agency of Transportation sets an overall annual goal for DBE participation on federally funded contracts that is reviewed and revised each year, in accordance with the requirements of 49 CFR Section 26.45. For the specification of the overall annual DBE goal and an explanation of the goal-setting methodology, consultants are directed to the VTrans DBE webpage:

<http://www.aot.state.vt.us/CivilRights/DBE.htm> . The City and its consultants, and any sub-consultants, shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this work.

Livable Wage Ordinance

The consultants' rate schedule shall adhere to the cities livable wage ordinance (See attached).

VI. ADDITIONAL INFORMATION

The consultant will submit monthly invoices accompanied by brief, written progress reports when a project is active.

As noted in the RFQ introduction, the City intends to extend the technical assistance contract with selected firms through December 30, 2013. However, the City may elect to solicit additional technical assistance firms if the need arises prior to the expiration of this contract. Inclusion of a consultant on the qualified list does not guarantee any amount of work or payment.

All proposals become the property of the City upon submission. The cost of preparing, submitting, and presenting a proposal lies solely with the proposer.

Questions regarding this RFQ should be directed in writing to Erin Parizo, EParizo@ci.burlington.vt.us. The City will maintain a list of questions and answers linked to the DPW website and will update it twice a week. (<http://www.dpw.ci.burlington.vt.us>). *Questions will be accepted until 10:00 am on December 30, 2010 to ensure that all parties have adequate time to review the answers.*

ATTACHMENT B
CONSULTANT'S TECHNICAL AND COST PROPOSALS

**ATTACHMENT C
CONSULTANT CONTRACT**

ATTACHMENT D
LIVABLE WAGE ORDINANCE

ARTICLE VI. LIVABLE WAGES*

*Cross references: Personnel, Ch. 24.

Sec. 21-80. Findings and purpose.

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

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its year-round employees (full and part time) have an opportunity for a decent quality of life and are compensated, and not dependent on public assistance, to meet their basic needs;
- (c) The city 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 and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for city employees and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01)

Sec. 21-81. Definitions.

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

- (a) *Contractor or vendor* is a person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods) where the total amount of the contract or contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants administered by the city, including any contractors or subcontractors of the grantee, that exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period.
- (c) *Covered employer* means the City of Burlington (except that the Burlington School Department shall not be considered a covered employer), a contractor or vendor or a grantee as defined above.
- (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 funded by the city, notwithstanding that the employee may be a 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 is a "covered employee".

(e) *Employee* means a person who is employed on a full-time or part-time regular basis (i.e., nonseasonal). "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 through youth employment programs or student workers or interns participating in established educational internship programs.

(f) *Employer assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at employer 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.)

(g) *Livable wage* has the meaning set forth in section 21-82.

(Ord. of 11-19-01)

Sec. 21-82. Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage as established under this article.

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least nine dollars and ninety cents (\$9.90) per hour on the effective date of this article [Dec. 19, 2001].

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least eleven dollars and sixty-eight cents (\$11.68) per hour on the effective date of this article [Dec. 19, 2001].

(3) Tipped covered employees and other covered employees whose compensation consists of more than hourly wages shall be paid an hourly wage which, when combined with the other compensation, will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city, as of March first of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person 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. Prior to March first of each calendar year, the chief administrative officer will provide public notice of this adjustment by publishing a notice in a newspaper of general circulation, by posting a written notice in a prominent place in City Hall, by sending written notice to the city council and, in the case of covered employers that have provided an address of record to the chief administrative officer, by written letter to each such covered employer.

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

(Ord. of 11-19-01)

Sec. 21-83. Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article [Dec. 19, 2001]. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the city's funds are being expended.

(Ord. of 11-19-01)

Sec. 21-84. Enforcement.

(a) The City of Burlington shall require, as a condition of any contract or grant covered by this section, that the affected covered employer submit a written certification, under oath, confirming payment of a livable wage as a condition of entering into said contract or grant. The affected covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The affected covered employer shall agree to provide payroll records or other documentation, as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from receipt of the city's request.

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

(c) 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.

(d) 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 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.

(Ord. of 11-19-01; Ord. of 2-17-04)

Sec. 21-85. Other provisions.

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

(b) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection 21-85(c), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(c) Notwithstanding subsection 21-85(b), 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.

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

(e) 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)

Sec. 21-86. Exemptions.

A partial or complete exemption from the requirement of this article may be authorized based upon a determination that compliance with the livable wage requirement would cause substantial economic hardship. Requests for exemption shall be submitted to the chief

administrative officer. The finance board of the city shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.
(Ord. of 11-19-01)

Sec. 21-87. Severability.

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

(Ord. of 11-19-01)

Secs. 21-88, 21-89. Reserved.