BURLINGTON
PARKS
RECREATION
WATERFRONT

REQUEST FOR PROPOSALS (RFP)

Date: **March 1st, 2021**
To: **Professional Engineering Consultants**
From: **Burlington Parks, Recreation & Waterfront**
Re: **Resident Engineering Services for Burlington Greenway Rehabilitation Phase 3b South**

I. GENERAL INFORMATION

Oakledge Park, 1 Flynn Avenue, Burlington, VT 05401

Burlington Parks, Recreation & Waterfront (BPRW) is requesting proposals from qualified professional engineering (RE) consultants to provide oversight and inspection for the Burlington Greenway, Phase 3B South Rehabilitation and the Oakledge for All Universal Access Projects. Questions concerning this RFP must be made via email per the schedule outlined below. Responses to all submitted questions will be posted at: http://www.burlingtonvt.gov/RFP.

Issue date: March 1st, 2021
Mandatory site visit: Monday, March 8th, 2021 @830am
(Meet at Oakledge Park Upper Parking Lot. Masks and Social Distancing Measures will be in place. Mandatory confirmation of attendance with project coordinator as cancellation may occur.)
Questions due: Thursday, March 11th, 2021 by 4:00 PM

Answers posted: Monday, March 15th, 2021
Proposals due: Thursday, March 18th, 2021 by 4:00 PM
Proposal review Week of March 22nd, 2021
Notice of apparent selected consultant* Week of March 22nd, 2021
BOF Approval, Contract signing: Week of April 12th, 2021

Inquiries/submissions to: **Sophie Sauvé, Parks Comprehensive Planner**
Burlington Parks, Recreation & Waterfront
ssauve@burlingtonvt.gov
(802) 865-7248
ssauve@burlingtonvt.gov

***No Bids will be accepted or contracts awarded until Board of Finance approval and the execution of a contract and all required certifications between the City and a successful bidder are completed.

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II. PROJECT BACKGROUND

Rehabilitation of the bike path within Oakledge Park from north of Flynn Avenue to Austin Drive (phase 3B South) is scheduled to begin in Spring 2021. BPRW has been working with Vannasse, Hangen, Brustlin (VHB) to complete 100% construction-ready documents for the second of two sub-phases of construction for the final phase of the Burlington Greenway rehabilitation. This second phase is at 90% construction documentation. Substantial completion of Phase 3B South is anticipated to be November 2021 with the potential for the project to be sub-divided based on budgetary constraints, in which case the project may span two construction seasons.

The Oakledge for All Universal Access Project includes Phase 2 of a universally-accessible playground (replacing the existing play structure), connecting paths and the addition of 12 parking spaces to entryway into Oakledge Park. This project also has construction documents in progress.

III. SCOPE OF WORK

Selected resident engineering company to provide constructability review of final bid package and consulting support during the bid process. The selected RE will be expected to collaborate with BPRW and selected contractor(s) to sequence work for maximum efficiency and minimal footprint and provide oversight for this project from construction contractor selection to substantial completion and will be expected to coordinate with City staff, the project's design consultants (Vannasse, Hangen, Brustlin, Inc. & GroundView), and the selected construction contractor.

Task 1: Administration

1. Proactively represent City's interests, collaborate with project team, problem solve and advocate for efficiency and quality.
1. Manage and direct the projects to maximize efficiencies, cost savings and quality assurance.
2. Coordinate project team utilizing a cloud-based digital project/construction management platform that provides and version-tracks all project documents including but not limited to: bid drawings & specifications, submittals, meeting agendas and minutes, project team contacts, RFI's, Change Orders, pay reqs, project photos, etc.
3. Maintain positive project public relations and refer all public questions to the City Project Manager.
4. Proactively maintain communication with the City Project Manager (CPM) on a regular basis.
5. Coordinate with City representatives, Design Engineer and/or Landscape Architect, and Contractor superintendent.
6. Review and have a thorough understanding of contract plans, specifications, estimates and contract special provisions.
7. Attend the required pre-bid meeting, be familiar with the construction documents, be able to respond to bidder questions, and discuss construction ramifications of alternatives

proposed at the pre-bid meeting.

8. Coordinate, conduct, schedule, and oversee the pre-construction conference.
9. Coordinate and conduct weekly Construction Status meetings. Draft & circulate agenda 1 day prior and provide follow-up notes to weekly meetings. Participate in these regularly scheduled weekly Construction Status meetings including City representatives, Design Engineer, QEP, and Construction Contractor(s). Contribute updates on all relevant aspects of the project, anticipated "pinch points" with schedule and sequencing, etc. and potential cost delay ramifications.
10. Attend all other job-related meetings.
11. Coordinate, conduct, schedule, and oversee the final inspection.
12. Coordinate and maintain a schedule with specified milestone dates for the project; the schedule must allow for necessary review periods for all parties involved with the project.
13. Anticipate critical path obstructions and proactively engage team in finding solutions
14. Ensure the Contractor contacts Dig-Safe and provides the City with the Dig-Safe Identification number as part of project documentation.
15. Prepare Daily Reports, including quantities. A copy of the Daily Reports is to be maintained on site, with a copy provided to the CPM daily. It is imperative that Daily Reports are reviewed by CPM before they are distributed.
16. Maintain a Project Site Record including photographic record of the progress of construction, annotating such photos to indicate their content and context including date. This Project Site Record must be available for reference by City representatives, Design Engineer, QEP, Construction Contractor(s), and State or Federal representatives. The Project Site Record shall be provided to the CPM at a minimum on a weekly basis, and provided daily if determined necessary by the CPM.
17. Accompany City representatives, Design Engineer, QEP, Construction Contractor(s), and State or Federal representatives on site visits to the project.
18. Report immediately any unusual occurrences and all accidents occurring within the project limits to the City.
19. Calculate and verify the final contract quantities.
20. Review and submit to the City, or the Design Engineer if required by the City, any suggestions or requests made by the Contractor to change or modify any requirements of the Plans or Contract Documents.
21. Receive certificates, computations and reference materials submitted by the Contractor. Maintain files on the project site of all items submitted by the Contractor and of work done on behalf of the City.
22. Prepare a Contractor's progress payment estimate on a bi-weekly or monthly basis. If the Contractor elects to prepare the progress payment estimate, the RE will review the progress payment estimate prior to submitting to the City for payment.
23. Issue a Certificate of Substantial Completion at the appropriate time, with concurrence from the CPM.
24. Provide certification to the City that this project was constructed as designed, subject to appropriate and necessary revisions during construction, and in substantial conformance with all project specifications and that all necessary contract provisions were fully complied with.

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Task 2: Construction Inspection

1. Resident engineer must maintain full-time presence during all active construction. There may be some instances when the QEP will be on-site and could manage necessary project oversight. Such instances should be coordinated with the QEP and communicated to the CPM.
2. Ensure that the Contractor is in compliance with all construction contract requirements including City permits and ordinances, property rights agreements, erosion and sediment control, stormwater management plan, State permits/regulations/statutes, Federal regulations/statutes, and exercise the Resident Engineer's authority as provided in the contract documents and report immediately any deviations to the CPM for approval or rejection.
3. Inspect and approve material sources and waste, borrow and staging areas, with due regard to approval/disapproval from the project QEP, Vermont Agency of Transportation's Environmental Section (VTrans) and the Vermont Department of Environmental Conservation (VT DEC).
4. Maintain a set of red-line plans in BPRW GIS system that will be finalized at the closure of project and delivered to BPRW as final as-built drawings for permanent record.
    - Geo location of any and all utility relocations and plotting of final facility locations on the final as-built plans.
    - Geo locate any and all existing underground utilities encountered during construction activities
5. Provide erosion control monitoring and compliance in accordance with applicable permits.
6. Review and verify traffic control activities with City representatives, Design Engineer, QEP, and Construction Contractor(s).
7. Ensure that excessive dust is not generated and that site soils, or perceived site soils, cannot be tracked offsite on truck tires or equipment tracks.
8. Ensure that completed work complies with the plans and specifications and is true to line and grade.
9. Inspect work completed at such time as the Contractor may claim substantial completion with a Contractor's representative and CPM and issue a list of items to be corrected or completed.
10. Develop and maintain a unit quantity spreadsheet that assigns the expense to the appropriate funding resource according to funding resource eligibility.
11. Immediately report any unusual soil or groundwater characteristics (staining, color, odor, debris, sheen, etc.) to the QEP.

Task 3: Materials & Equipment Testing and Inspection

1. Ensure that materials and equipment are fabricated and tested in accordance with contract documents in advance of installation; ensure that the independent laboratory is performing preliminary process control tests on material. Review the test reports and certificates and forward to the City for decision on acceptability.
2. Check that materials submitted as pre-approved are on the current VTrans pre-approved Material List or on the List of Materials with Advanced Certification.
3. Record materials certifications in accordance with VTrans' procedures and, as appropriate,

in coordination with the QEP and VT DEC.

4. Maintain a copy of all submittals provided by the Contractor(s), and submittal approvals and or denials. Ensure that all materials have been properly reviewed and approved prior to their use on site.

IV. RESPONSE FORMAT

Questions concerning this Request for Proposals (RFP) must be made via email to the point of contact above. Responses to all submitted questions will be posted at: http://www.burlingtonvt.gov/RFP by the noted date. Any revisions, addendums, and answers to questions received by the question deadline will be posted on the website.

Reponses to this RFP must be not more than 24 pages in length (12 double-sided or 24 single-sided pages), received per the schedule outlined on Page 1 to be considered. Proposals must be submitted electronically as a .pdf. Applicants will receive a confirmation email once their proposal is received. Please ensure that the document is easily printable in an 8.5x11 format.

Responses must include the following:

i. Qualifications Details consisting of:
   a. Cover letter including statement of understanding & approach to this project;
   b. Proposed Project Team Members: A description of the team composition, areas of expertise, and role of each member and sub-consultant on the team. Clearly indicate the applicant's designated project manager as well as sub-consultants who will be assigned to the work for the length of the project and their respective expertise in such work;
   c. Specific Project Experience: Descriptions detailing completed, similar or relevant project experience that the applicant has executed. Links to similar or relevant projects are encouraged;
   d. List of References: Provide a minimum of three client references with which the applicant has provided similar planning and design services within the last five years. Include the name, telephone number and email address of the contact person and a description of the role and services provided to that contact.
   e. Attachment A (provided in this RFP): Signed by a representative of lead consultant attesting that all terms, conditions and procedures outlined in this RFP are understood and have been followed;

ii. Technical Proposal consisting of:
   a. A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlines in the RFP, and any insights into the project gained as a result of developing the proposal;
   b. A scope of work that includes steps to be taken, including any products or deliverables;
   c. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each sub-consultant by task;
   d. A proposed scheduled that indicates project milestones, including deliverables, and overall time for completion;
   e. Any other information deemed necessary to address the requests of this RFP.

iii. Cost Proposal consisting of: composite schedule by task of direct labor hours;

a. An itemized schedule of all expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant)
b. A maximum budget amount inclusive of all fees and expenses.

V. CONSULTANT SELECTION

Proposals will be reviewed and evaluated by City staff based on the information provided. Proposals will be rated according to the following criteria (Total of 100 points possible). Preference will be given to proposing teams with demonstrated success in the areas of construction management, quality assurance, collaboratively managing complex projects, innovation, etc.

1. **Experience & Qualifications**: Qualifications and experience of staff identified to work on this project (including subconsultants) and the role and time that each member will perform on the project. (15 pts)
2. **Project Understanding & Knowledge of Area:** Demonstrated understanding of the parameters of this project, its limitations and potential. (15 pts)
3. **Ability to Meet Schedule:** Identify strategies to be applied to complete the plan and deliverables within the identified timeline. (15 pts)
4. **Ability to Meet Budget/Value:** Outline how the project will be managed as related to proposed and any anticipated additional costs. Estimate of resource allocations to each component of the project and availability of qualified staff. (15 pts)
5. **Depth of Skills:** Depth or relevant technical experience in undertaking this type of project. (10 pts)
6. **Demonstration of Innovative Approaches:** How were similar projects approached, challenges addressed and objectives achieved. (10 pts)
7. **Level of Experience:** Demonstrated experience working with municipalities of similar size, structure and complexity on similar projects. (10 pts)
8. **Quality, Clarity & Completeness of Submittal Package** (10 pts)

The City requires that all related work, inclusive of design and construction, be completed by **December 15, 2022**. The City anticipates that the selected Consultant's proposal will be brought before the City's Board of Finance for approval in mid-April 2021, after which a contract will be executed between Consultant and City. The City reserves the right to amend all dates. While this timeline may be subject to change, all participating parties will be notified.

VI. SUBMISSIONS

Proposals and questions shall be submitted via e-mail to:

Sophie Sauvé, PLA
Parks Comprehensive Planner
Burlington Parks, Recreation & Waterfront
ssauve@burlingtonvt.gov

Additional submission requirements are as follows:
• Responses to this RFP must be received per the schedule outlined on Page 1 to be considered.
• Applicants are solely responsible for ensuring that proposals arrive on time.
• Each applicant MUST provide their submittal electronically as a PDF.
• Faxed proposals WILL NOT be accepted.
• Late replies WILL NOT be considered.

Communications

It is important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted with this RFP at the City website at: http://www.burlingtonvt.gov/RFP. Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered. Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

Other terms

The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the City upon delivery. This solicitation in no way obligates the City of Burlington to award a contract.

It will be necessary for responding parties to comply fully with the terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal Exhibit A).

VII. EXHIBITS

A. Exhibit A: Understanding of RFP Procedures, Terms and Conditions
B. Exhibit B: 90% Greenway Rehabilitation Plans, Oakledge Universal Access Project Plan
C. Exhibit C: Draft Contract
D. Exhibit D: Burlington Standard Contract Conditions
E. Exhibit E: Burlington Livable Wage Ordinance Certification
F. Exhibit F: Burlington Outsourcing Ordinance Certification
G. Exhibit G: Burlington Union Deterrence Ordinance Certification

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

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VIII. CONTRACTING

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

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

If the award of the contract aggrieves any person or entity, they must appeal in writing to the City. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract.

IX. 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 Consultant Conditions (Exhibit D) and the attached Draft Agreement.

X. LIMITATIONS OF LIABILITY

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

XI. 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.

XII. 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.

XIII. 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.

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XIV. 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.

XV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XVI. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XVII. PUBLIC HEALTH EMERGENCIES

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

The City may require a public health emergency plan be submitted as part of the bid. This plan will contain:

Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see attached Draft Contract, Sections 15);

A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract, Section 15); and

Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

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

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

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EXHIBIT A

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with qualifications submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant/Team: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date: _____

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EXHIBIT B

90% Greenway Rehabilitation Plans, Oakledge Universal Access Project Plan

CITY OF BURLINGTON

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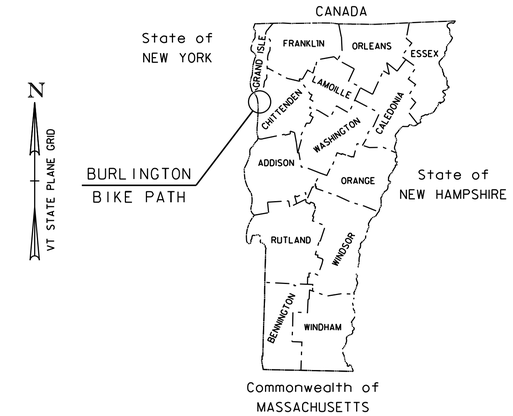
VERMONT

PROPOSED IMPROVEMENT

BURLINGTON BIKE PATH REHABILITATION PROJECT PHASE 3B (SOUTH)

CITY OF BURLINGTON
COUNTY OF CHITTENDEN



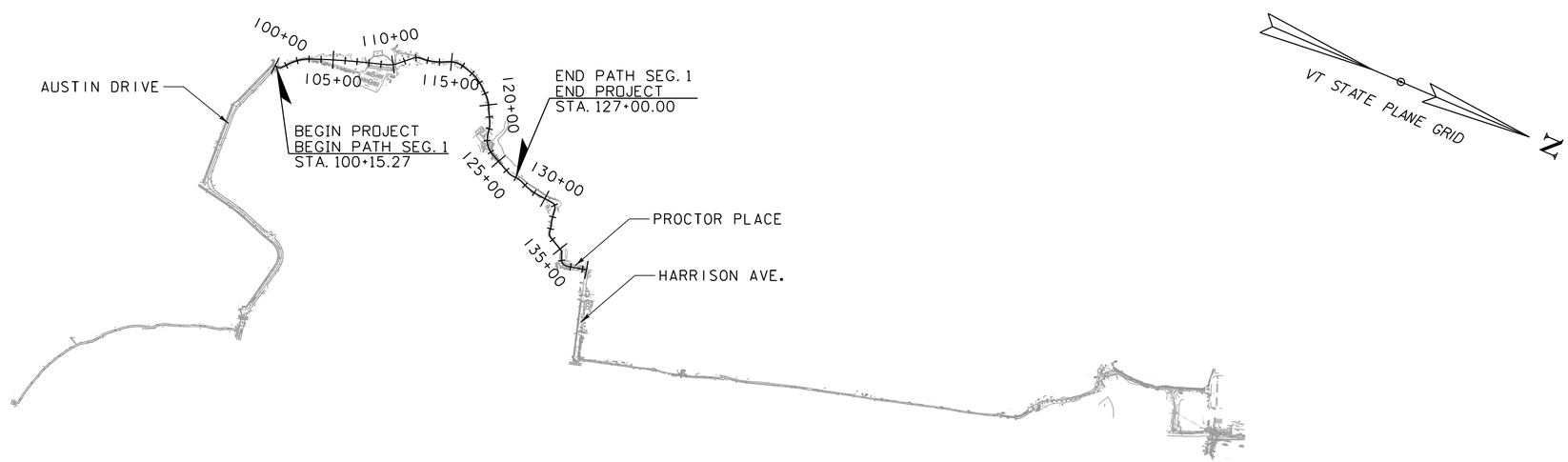
FINAL PLANS (90%)
FEBRUARY 2021

PROJECT LOCATION: LOCATED IN THE COUNTY OF CHITTENDEN, CITY OF BURLINGTON, THE PROJECT RUNS FROM AUSTIN DRIVE TO BLANCHARD BEACH.

PROJECT DESCRIPTION: WORK TO BE PERFORMED INCLUDES REMOVAL OF THE EXISTING PATH PAVEMENT; THE WIDENING AND REPAVING OF THE PATH; INSTALLATION OF PAVEMENT MARKINGS, SIGNS, AND CONCRETE SIDEWALK RAMPS; THE RECONFIGURATION OF THE PATH AT THE FLYNN AVENUE INTERSECTION, AND OTHER INCIDENTAL ITEMS.

LENGTH OF PROJECT:

SEGMENT 1:	0.51 MILES	(2684.73 FEET)
TOTAL:	0.51 MILES	(2684.73 FEET)



SCALE IN FEET
600 0 600

CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE VTRANS STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2018, INCLUDING ALL SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THIS CONTRACT.

SURVEYED BY :	VHB ALDRICH + ELLIOT, PC BUTTON PROFESSIONAL LAND SURVEYORS, PC CROSS CONSULTING ENGINEERS
SURVEYED DATE :	AUGUST 2013, AUG. 2015, SEPTEMBER 2018

DATUM

VERTICAL	NAVD 88
HORIZONTAL	NAD 83 (07)

vhb

PROJECT MANAGER : EVAN P. DETRICK, P.E.

PROJECT NAME : BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER : 58109.01

INDEX OF SHEETS

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ADDITIONAL SYMBOLS

EXIST. STREET LIGHT

EXISTING SURVEY CONTROL POINTS

PROP. ORNAMENTAL STREET LIGHT

FIRE CALL BOX — FB

PROPOSED TREE

PROPOSED TREE WITH TREE PIT

PROPOSED SHRUB

PROPOSED TREE PIT OR TREE LOCATION

PROPOSED BRICK PAVERS

EXIST. STORM DRAIN

EXIST. SEWER — S

EXIST. WATER — W

EXIST. GAS — G

EXIST. UNDERGROUND TELEPHONE — UT

PROPOSED DRAINAGE CALLOUT — ##

FIRE HYDRANT

PROPOSED PULL BOX — PB

PROPOSED CONDUIT

PROPOSED CONDUIT AND SLEEVE

PROPOSED WATER LINE — PW

PROPOSED SEWER LINE — PS

PROPOSED ROOF DRAIN — RD

PROPOSED STORMWATER TREATMENT PLANTER

PROPOSED BANNER POLE

BORING LOCATION

PROPOSED WAYFINDING SIGN

VAOT STANDARDS

A-78	4-7-2020	SHARED USE PATH TYPICAL
A-79	4-7-2020	RAIL TRAIL TYPICAL
B-5	6-01-1994	SLOPE GRADING, EMBANKMENTS, MUCK
C-3A	4-7-2020	SIDEWALK RAMPS
E-10	4-7-2020	ROLLED EROSION CONTROL PRODUCT, TYPE I
E-15	4-7-2020	SILT FENCE
E-121	8-8-1995	STANDARD SIGN PLACEMENT - CONVENTIONAL ROAD
E-193	8-18-1995	PAVEMENT MARKING DETAILS
E-195	6-9-2008	SHARED USE PATH PAVEMENT MARKINGS AND SIGN DETAILS
T-1	4-25-2016	TRAFFIC CONTROL GENERAL NOTES
T-2	4-7-2020	TRAFFIC SIGN GENERAL NOTES
T-10	8-6-2012	CONVENTIONAL ROADS CONSTRUCTION APPROACH SIGNING
T-28	8-6-2012	CONSTRUCTION SIGN DETAILS
T-30	8-6-2012	CONSTRUCTION SIGN DETAILS
T-45	1-2-2013	SQUARE TUBE SIGN POST AND ANCHOR

GENERAL INFORMATION

SYMBOLOGY LEGEND NOTE

THE SYMBOLOGY ON THIS SHEET IS INTENDED TO COVER STANDARD CONVENTIONAL SYMBOLOGY. THE SYMBOLOGY IS USED FOR EXISTING & PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROJECT ANNOTATION, AS NOTED ON PROJECT PLAN SHEETS. THIS LEGEND SHEET COVERS THE BASICS. SYMBOLOGY ON PLANS MAY VARY, PLAN ANNOTATIONS AND NOTES SHOULD BE USED TO CLARIFY AS NEEDED.

R.O.W. ABBREVIATIONS (CODES) & SYMBOLS

POINT	CODE	DESCRIPTION
	CH	CHANNEL EASEMENT
	CONST	CONSTRUCTION EASEMENT
	CUL	CULVERT EASEMENT
	D&C	DISCONNECT & CONNECT
	DIT	DITCH EASEMENT
	DR	DRAINAGE EASEMENT
	DRIVE	DRIVEWAY EASEMENT
	EC	EROSION CONTROL
	HWY	HIGHWAY EASEMENT
	I&M	INSTALL & MAINTAIN EASEMENT
	LAND	LANDSCAPE EASEMENT
	R&RES	REMOVE & RESET
	R&REP	REMOVE & REPLACE
	SR	SLOPE RIGHT
	UE	UTILITY EASEMENT
	(P)	PERMANENT EASEMENT
	(T)	TEMPORARY EASEMENT
■	BNDNS	BOUND SET
⧈	BNDNS	BOUND TO BE SET
◎	IPNF	IRON PIN FOUND
●	IPNS	IRON PIN TO BE SET
⊠	CALC	EXISTING ROW POINT
○	PROW	PROPOSED ROW POINT
[LENGTH]		LENGTH CARRIED ON NEXT SHEET

COMMON TOPOGRAPHIC POINT SYMBOLS

POINT	CODE	DESCRIPTION
	APL	BOUND APPARENT LOCATION
	BM	BENCHMARK
	BND	BOUND
	CB	CATCH BASIN
	COMB	COMBINATION POLE
	DITHR	DROP INLET THROATED DNC
	EL	ELECTRIC POWER POLE
	FPOLE	FLAGPOLE
	GASFIL	GAS FILLER
	GP	GUIDE POST
	GSO	GAS SHUT OFF
	GUY	GUY POLE
	GUYW	GUY WIRE
	GV	GATE VALVE
	H	TREE HARDWOOD
	HCTRL	CONTROL HORIZONTAL
	HVCTRL	CONTROL HORIZ. & VERTICAL
	HYD	HYDRANT
	IP	IRON PIN
	IPIPE	IRON PIPE
	LI	LIGHT - STREET OR YARD
	MB	MAILBOX
	MH	MANHOLE (MH)
	MM	MILE MARKER
	PM	PARKING METER
	PMK	PROJECT MARKER
	POST	POST STONE/WOOD
	RRSIG	RAILROAD SIGNAL
	RRSL	RAILROAD SWITCH LEVER
	S	TREE SOFTWOOD
	SAT	SATELLITE DISH
	SHRUB	SHRUB
	SIGN	SIGN
	STUMP	STUMP
	TEL	TELEPHONE POLE
	TIE	TIE
	TSIGN	SIGN W/DOUBLE POST
	VCTRL	CONTROL VERTICAL
	WELL	WELL
	WSO	WATER SHUT OFF

THESE ARE COMMON VAOT SURVEY POINT SYMBOLS FOR EXISTING FEATURES, ALSO USED FOR PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROPOSED ANNOTATION.

PROPOSED GEOMETRY CODES

CODE	DESCRIPTION
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
CC	CENTER OF CURVE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
POB	POINT OF BEGINNING
POE	POINT OF ENDING
STA	STATION PREFIX
AH	AHEAD STATION SUFFIX
BK	BACK STATION SUFFIX
D	CURVE DEGREE OF (100FT)
R	CURVE RADUIS OF
T	CURVE TANGENT LENGTH
L	CURVE LENGTH OF
E	CURVE EXTERNAL DISTANCE

UTILITY SYMBOLOGY

UNDERGROUND UTILITIES

	UTILITY (GENERIC-UNKNOWN)
UT	TELEPHONE
UE	ELECTRIC
UC	CABLE (TV)
UEC	ELECTRIC+CABLE
UET	ELECTRIC+TELEPHONE
UCT	CABLE+TELEPHONE
UECT	ELECTRIC+CABLE+TELEP.
G	GAS LINE
W	WATER LINE
S	SANITARY SEWER (SEPTIC)

ABOVE GROUND UTILITIES (AERIAL)

	UTILITY (GENERIC-UNKNOWN)
T	TELEPHONE
E	ELECTRIC
C	CABLE (TV)
EC	ELECTRIC+CABLE
ET	ELECTRIC+TELEPHONE
AER E&T	ELECTRIC+TELEPHONE
CT	CABLE+TELEPHONE
ECT	ELECTRIC+CABLE+TELEP.
	UTILITY POLE GUY WIRE

PROJECT CONSTRUCTION SYMBOLOGY

PROJECT DESIGN & LAYOUT SYMBOLOGY

CZ	CLEAR ZONE
	PLAN LAYOUT MATCHLINE

PROJECT CONSTRUCTION FEATURES

	TOP OF CUT SLOPE
	TOE OF FILL SLOPE
	STONE FILL
	BOTTOM OF DITCH ℄
	CULVERT PROPOSED
	STRUCTURE SUBSURFACE
PDF	PROJECT DEMARCATION FENCE
BF	BARRIER FENCE
	TREE PROTECTION ZONE (TPZ)
	STRIPING LINE REMOVAL
	SHEET PILES

CONVENTIONAL BOUNDARY SYMBOLOGY

BOUNDARY LINES

TOWN LINE	TOWN BOUNDARY LINE
COUNTY LINE	COUNTY BOUNDARY LINE
STATE LINE	STATE BOUNDARY LINE
	PROPOSED STATE R.O.W. (LIMITED ACCESS)
	PROPOSED STATE R.O.W.
	STATE ROW (LIMITED ACCESS)
	STATE ROW
	TOWN ROW
	PERMANENT EASEMENT LINE (P)
	TEMPORARY EASEMENT LINE (T)
	SURVEY LINE
P/L	PROPERTY LINE (P/L)
SR	SLOPE RIGHTS
6F	6F PROPERTY BOUNDARY
4F	4F PROPERTY BOUNDARY
HAZ	HAZARDOUS WASTE

EPSC LAYOUT PLAN SYMBOLOGY

EPSC MEASURES

	FILTER CURTAIN
	SILT FENCE
	SILT FENCE WOVEN WIRE
	CHECK DAM
	DISTURBED AREAS REQUIRING RE-VEGETATION
	EROSION MATTING

SEE EPSC DETAIL SHEETS FOR ADDITIONAL SYMBOLOGY

ENVIRONMENTAL RESOURCES

	WETLAND BOUNDARY
	RIPARIAN BUFFER ZONE
	WETLAND BUFFER ZONE
	SOIL TYPE BOUNDARY
T&E	THREATENED & ENDANGERED SPECIES
HAZ	HAZARDOUS WASTE AREA
AG	AGRICULTURAL LAND
HABITAT	FISH & WILDLIFE HABITAT
FLOOD PLAIN	FLOOD PLAIN
OHW	ORDINARY HIGH WATER (OHW)
	STORM WATER
	USDA FOREST SERVICE LANDS
	WILDLIFE HABITAT SUIT/CONN

ARCHEOLOGICAL & HISTORIC

ARCH	ARCHEOLOGICAL BOUNDARY
HISTORIC DIST	HISTORIC DISTRICT BOUNDARY
HISTORIC	HISTORIC AREA
H	HISTORIC STRUCTURE

CONVENTIONAL TOPOGRAPHIC SYMBOLOGY

EXISTING FEATURES

	ROAD EDGE PAVEMENT
	ROAD EDGE GRAVEL
	DRIVEWAY EDGE
	DITCH
	FOUNDATION
	FENCE (EXISTING)
	FENCE WOOD POST
	FENCE STEEL POST
	GARDEN
	ROAD GUARDRAIL
	RAILROAD TRACKS
	CULVERT (EXISTING)
	STONE WALL
	WALL
	WOOD LINE
	BRUSH LINE
	HEDGE
	BODY OF WATER EDGE
	LEDGE EXPOSED

vhb

PROJECT NAME:	BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER:	58109.01

FILE NAME: 58109legend.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P. DETRICK	DRAWN BY: VTRANS
DESIGNED BY: VTRANS	CHECKED BY: E.P. DETRICK
CONVENTIONAL SYMBOLOGY LEGEND SHEET	SHEET 3 OF 48

PROJECT NOTES

GENERAL

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE STATE OF VERMONT AGENCY OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, DATED 2018, AND ITS LATEST REVISIONS.

2. PER AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG), PATH CROSS SLOPES SHALL NOT EXCEED 2%.

3. ALL SHARED USE PATH LONGITUDINAL RAMPS AT ROADWAY AND DRIVEWAY CROSSINGS SHALL NOT EXCEED 5%.

CONSTRUCTION

4. ALL TREE CLEARING AND TREE REMOVAL WITHIN THE SLOPE LIMITS SHOWN ON THE PLANS SHALL BE PAID FOR UNDER ITEM 201.10, "CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS". ADDITIONAL TREE CLEARING AND REMOVAL BEYOND THE SLOPE LIMITS WILL BE PAID UNDER ITEM 201.15, "REMOVING MEDIUM TREES", UNLESS OTHERWISE NOTED IN THESE PLANS.

5. ANY EXISTING SIGNS NOT REUSED SHALL REMAIN THE PROPERTY OF THE CITY OF BURLINGTON. THESE SIGNS SHALL BE REMOVED BY THE CONTRACTOR AND STOCKPILED FOR REMOVAL BY THE CITY. STOCKPILE LOCATION TO BE DETERMINED BY THE RESIDENT ENGINEER.

6. THE FOLLOWING IS A LIST OF CONTACTS THE CONTRACTOR SHALL NOTIFY AT LEAST SEVEN (7) FULL BUSINESS DAYS PRIOR TO EXCAVATING:

   CITY OF BURLINGTON:
   - CINDI WIGHT, DIRECTOR OF PARKS, RECREATION & WATERFRONT; (802) 865-7557
   - JON ADAMS KOLLITZ, BURLINGTON BIKE PATH REHABILITATION PROJECT MANAGER; (802) 865-7247
   - CHAPIN SPENCER, DIRECTOR OF PUBLIC WORKS; (802) 863-9094
   - CALEB MANNA, ROW AND EXCAVATION INSPECTION, DPW (802) 865-7562

   BURLINGTON ELECTRIC DEPARTMENT:
   - BRIAN SWEENEY, DISTRIBUTION ENGINEER; (802) 865-7324

7. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SECURITY AND JOB SAFETY. CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH OSHA STANDARDS, STATE AND LOCAL REQUIREMENTS.

8. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

9. IN THE EVENT GROSS CONTAMINATED SOIL, GROUNDWATER, AND OTHER MEDIA ARE ENCOUNTERED DURING EXCAVATION AND CONSTRUCTION ACTIVITIES BASED ON VISUAL, OLFACTORY, OR OTHER EVIDENCE, THE CONTRACTOR SHALL STOP WORK IN THE VICINITY OF THE SUSPECT MATERIAL TO AVOID FURTHER SPREADING OF THE MATERIAL, AND SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY SO THAT THE APPROPRIATE TESTING AND SUBSEQUENT ACTION CAN BE TAKEN.

10. THERE ARE EXISTING STORM DRAIN LINES LOCATED BENEATH THE PATH. COMPACTION SHALL NOT BE COMPLETED USING VIBRATORY ROLLING METHODS. DAMAGE RESULTING FROM CONTRACTOR CONSTRUCTION LOADS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.

11. CONTRACTOR SHALL CONTROL STORMWATER RUNOFF DURING CONSTRUCTION AS PER THE EPSC NARRATIVE AND DETAILS PROVIDED IN THESE PLANS TO PREVENT ADVERSE IMPACTS TO OFF SITE AREAS, AND SHALL BE RESPONSIBLE TO REPAIR RESULTING DAMAGES, IF ANY, AT NO COST TO OWNER.

12. ALL CONTRACTORS WORKING IN DIRECT CONTACT WITH SOILS FOR EXCAVATING, REGRADING, AND OTHER PROJECT TASKS SHALL BE OSHA-HAZWOPER CERTIFIED.

13. THE EXISTING WOODEN BIKE PATH SIGNS LOCATED WITHIN THE PROJECT ARE TO BE REMOVED BY THE CONTRACTOR AND STOCKPILED AT THE CITY OF BURLINGTON PARKS, RECREATION & WATERFRONT. PAYMENT WILL NOT BE MADE DIRECTLY, BUT SHALL BE CONSIDERED INCIDENTAL TO ITEM 201.10, "CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS". THE EXISTING ALUMINUM/STEEL SIGNS TO BE REMOVED WILL BE PAID UNDER ITEM 675.50, "REMOVING SIGNS".

14. THE CITY RESERVES FIRST RIGHT OF REFUSAL ON ANY ITEMS SALVAGED AS PART OF THE PROJECT.

15. ORNAMENTAL BOULDERS ENCOUNTERED ON SITE SHALL NOT BE IMPACTED DURING CONSTRUCTION. DAMAGE TO ORNAMENTAL BOULDERS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.

16. ALL JAPANESE KNOT WEED ENCOUNTERED DURING CONSTRUCTION SHALL BE REMOVED USING A MULTI-PRONGED APPRPOACH. THE CONTRACTOR SHALL APPLY HERBICIDES SUCH AS ROUNDUP. ADDITIONALLY, THE CONTRACTOR SHALL EXCAVATE OUT THE ROOT SYSTEM AND DIG UP AS MANY RHIZOMES AS POSSIBLE. TO PREVENT SPREADING OF JAPANESE KNOT WEED UPON REMOVAL, THE CONTRACTOR SHALL DISPOSE OF THE SOIL AND PLANT WASTE IN A CONTROLLED MANNER. REMOVAL OF JAPANESE KNOT WEED SHALL BE INCLUDED IN THE PAY ITEM 201.10, "CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS"

17. CONTRACTOR SHALL OBTAIN AN EPSC PERMIT THROUGH THE CITY OF BURLINGTON'S WATER RESOURCES DIVISION. TO OBTAIN A PERMIT, THE CONTRACTOR MUST COMPLETE AND SUBMIT THE CITY OF BURLINGTON EPSC PERMIT APPLICATION TO THE WATER RESOURCES DEPARTMENT USING THE CONTACT INFORMATION LISTED BELOW. ADDITIONAL EPSC MEASURES AS REQUIRED BY CITY PERMIT AND/OR THE ENGINEER THAT ARE NOT ITEMS IN THE CONTRACT WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED INCIDENTAL TO THE ALL OTHER CONTRACT ITEMS.

    CITY OF BURLINGTON – DEPARTMENT OF WATER RESOURCES:
    JAMES SHERRARD, STORMWATER PROGRAM MANAGER;
    (802) 863-4501
    JSHERRARD@BURLINGTONVT.GOV

18. ALL EXCAVATION, PAVING (REMOVAL AND INSTALLATION), AND CONSTRUCTION OPERATIONS TO BE PERFORMED SHALL BE COMPLETED WITH EXTREME CARE TO NOT DAMAGE THE EXISTING TREES AS OUTLINED IN ITEM 900.645, "SPECIAL PROVISION (ROOT PRUNING AND TREE PROTECTION)". THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING AND BECOME FAMILIAR WITH EXISTING CLEARANCES TO TREE CANOPIES AND BID THE PROJECT WITH THE UNDERSTANDING THAT ALTERNATIVE EQUIPMENT MAY BE REQUIRED FOR CONSTRUCTION OPERATIONS TO ENSURE NO DAMAGE TO TREES WILL OCCUR. ALL COSTS SHALL BE INCLUDED UNDER APPROPRIATE PAVEMENT, EXCAVATION, AND ROOT PRUNING AND TREE PROTECTION PAY ITEMS FOR PROTECTION OF EXISTING TREES. IF DAMAGE DOES OCCUR TO ANY OF THE EXISTING TREES, ALL COSTS FOR REPLACEMENT TO THE CITY'S SATISFACTION SHALL BE AT THE CONTRACTOR'S EXPENSE.

19. ALL RELOCATED BOULDERS ON PROJECT SHALL BE TAKEN FROM OAKLEDGE PARK AND CHOSEN BY THE CITY OF BURLINGTON PARKS, RECREATION & WATERFRONT.

UTILITY

20. THE LOCATIONS, SIZES, AND TYPES OF EXISTING UTILITIES ARE SHOWN AS AN APPROXIMATE REPRESENTATION ONLY. THE OWNER OR DESIGN ENGINEER HAVE NOT INDEPENDENTLY VERIFIED THIS INFORMATION AS SHOWN ON THE PLANS. THE UTILITY INFORMATION SHOWN DOES NOT GUARANTEE THE ACTUAL EXISTENCE, SERVICEABILITY, OR OTHER DATA CONCERNING THE UTILITIES, NOR DOES IT GUARANTEE AGAINST THE POSSIBILITY THAT ADDITIONAL UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THE PLANS. PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY AND DETERMINE THE EXACT LOCATIONS, SIZES, AND ELEVATIONS OF THE POINTS OF CONNECTIONS TO EXISTING UTILITIES AND, SHALL CONFIRM THAT THERE ARE NO INTERFERENCES WITH EXISTING UTILITIES AND THE PROPOSED WORK, INCLUDING WORK WITHIN THE PUBLIC RIGHTS OF WAY.

21. IF ANY SURFACE OR SUBSURFACE UTILITIES ARE DAMAGED BY THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNER AND THE UTILITY SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT IN WHICH THEY WERE FOUND IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE RESTORATION OF DAMAGED UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

22. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, OR EXISTING CONDITIONS DIFFER FROM THOSE SHOWN SUCH THAT THE WORK CANNOT BE COMPLETED AS INTENDED, THE LOCATION, ELEVATION, AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED AND THE INFORMATION FURNISHED IN WRITING TO THE RESIDENT ENGINEER FOR THE RESOLUTION OF THE CONFLICT.

23. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL BURIED AND AERIAL UTILITIES AND POLES PRIOR TO STARTING WORK. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY OWNERS TO CONFIRM ACTUAL LOCATIONS PRIOR TO CONSTRUCTION.

    DIG-SAFE (1-888-344-7233)

24. EXISTING RIM ELEVATIONS FOR DRAIN AND SEWER MANHOLES, WATER VALVE COVERS, GAS GATES, ELECTRIC AND TELEPHONE PULL BOXES, AND MANHOLES, AND OTHER SUCH ITEMS WITHIN THE LIMITS OF THE PROPOSED WORK, ARE APPROXIMATE AND SHALL BE SET/RESET AS FOLLOWS:

    A. PAVEMENTS AND CONCRETE SURFACES: FLUSH
    B. ALL SURFACES ALONG ACCESSIBLE ROUTES: FLUSH
    C. LANDSCAPE, TOPSOIL AND SEED, AND OTHER EARTH SURFACE AREAS: ONE INCH ABOVE SURROUNDING AREA AND TAPER EARTH TO THE RIM ELEVATION

25. THE USE OF BRICK AND MORTAR TO ADJUST THE ELEVATION OF DRAINAGE OR SANITARY STRUCTURES IS PROHIBITED. ALL ELEVATION ADJUSTMENTS SHALL BE MADE USING EITHER GRADE RINGS OR A SYNTHETIC RISER.

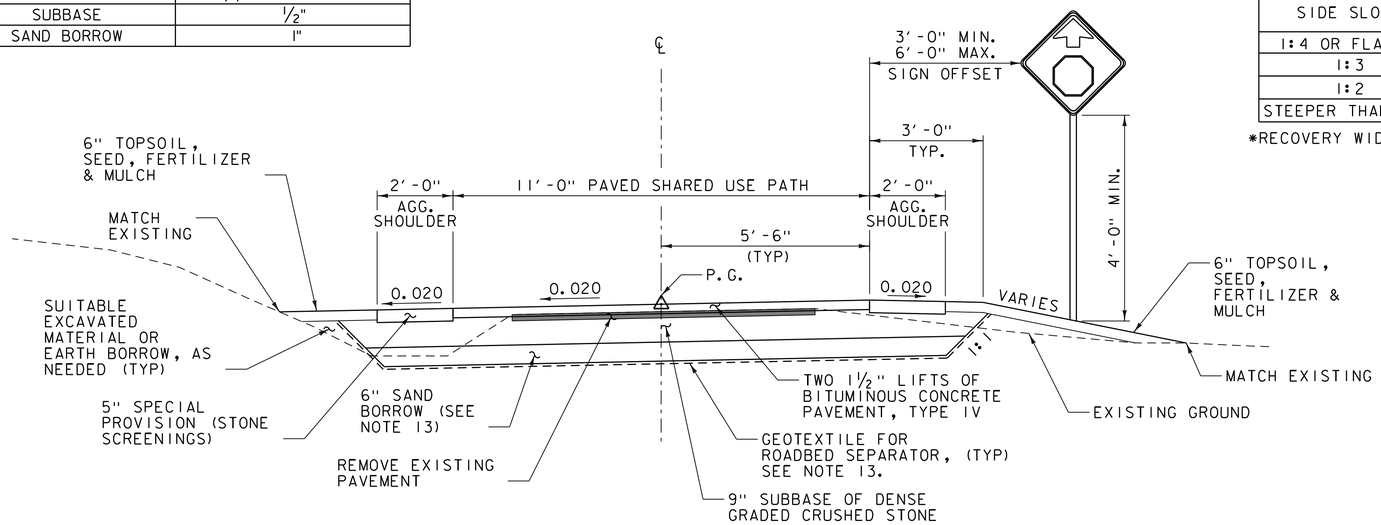
26. ALL CONNECTIONS BETWEEN PRECAST DRAINAGE STRUCTURES AND NEW DRAINAGE PIPES SHALL BE A BOOTED CONNECTION.

27. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND ADJUSTING ALL CURB STOPS, WATER VALVES, MANHOLES, & DRAINAGE STRUCTURES WITHIN THE PROJECT LIMITS TO THE FINAL GRADE ELEVATION. PAYMENT FOR ADJUSTMENTS SHALL BE PAID FOR UNDER THE APPROPRIATE CONTRACT PAY ITEMS.

MATERIAL TOLERANCES	
MATERIAL ITEM	THICKNESS TOLERANCE
PAVEMENT (FULL DEPTH)	+/- 1/4" (TOTAL THICKNESS)
SUBBASE	1/2"
SAND BORROW	1"

RECOVERY AREA TABLE		
SIDE SLOPE	RECOVERY WIDTH*	
	MIN.	PREFERRED
1:4 OR FLATTER	0	3'-0"
1:3	3'-0"	4'-0"
1:2	4'-0"	5'-0"
STEEPER THAN 1:2	5'-0"	>5'-0"

*RECOVERY WIDTH SLOPE MUST BE 8% MAX.



PATH TYPICAL SECTION (REVERSE CROWN)

N.T.S.

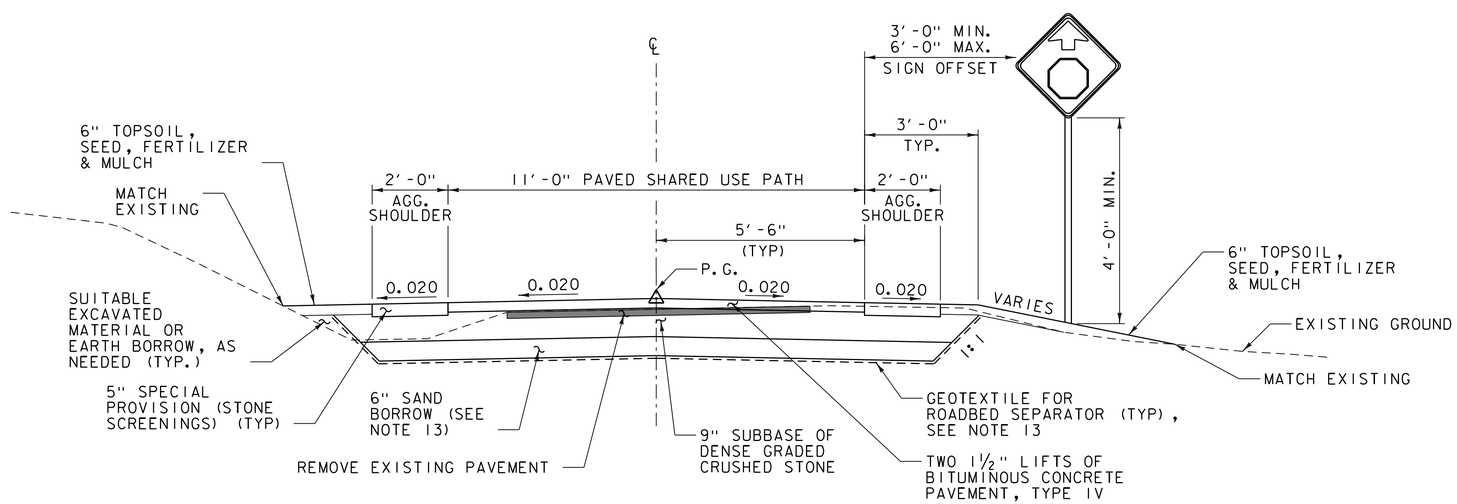
STA. 110+25 - STA. 117+25
STA. 121+75 - STA. 124+25

SAND BORROW LOCATIONS

STA. 110+25 - STA. 112+40
STA. 122+25 - STA. 126+50

NOTES FOR ALL TYPICAL SECTIONS:

1. THE MINIMUM PAVED PATH WIDTH SHALL BE 11'-0" UNLESS NOTED OTHERWISE IN THE PLANS.
2. THE PATH SHALL HAVE A UNIFORM TWO PERCENT CROSS SLOPE IN THE DIRECTION SHOWN IN THE PLANS, AND THE SUBBASE SHALL BE GRADED TO MATCH.
3. ALL SHARED USE PATHS SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) TO THE EXTENTS POSSIBLE GIVEN EXISTING CONDITIONS. REFER TO THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) FOR SPECIFIC DETAILS.
4. ANY TREE ROOTS ENCOUNTERED WITHIN THE EXCAVATION LIMITS SHALL BE PRUNED AND PROTECTED. THE COST OF THIS WORK IS INCIDENTAL TO ITEM 201.10, "CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS".
5. DITCHES SHALL RECEIVE THE FOLLOWING TREATMENTS BASED ON THEIR SLOPE, UNLESS SHOWN OTHERWISE ON THE PLANS.
   A) 0-1% SEED AND MULCH
   B) 1-2.5% ROLLED EROSION CONTROL PRODUCT, TYPE I AND SEED
6. PAYMENT OF DITCH LINE TREATMENTS SHALL BE UNDER THE FOLLOWING RESPECTIVE VTRANS UNIT ITEMS:
   A) SEED - 651.15
   B) HAY MULCH - 653.10
   C) ROLLED EROSION CONTROL PRODUCT, TYPE I - 653.20
   D) TYPE I STONE FILL - 613.10
   E) TYPE II STONE FILL - 613.11
7. SEE EPSC NOTES FOR SEED AND SOIL SUPPLEMENT SPECIFICATIONS.
8. AGGREGATE SHOULDER SHALL BE PAID UNDER ITEM NO. 900.608 SPECIAL PROVISION (STONE SCREENINGS).
9. EMULSIFIED ASPHALT SHALL BE APPLIED AT A RATE OF 0.040 GAL/SY WHERE INDICATED.
10. SAWCUTTING OF EXISTING PAVEMENT IS INCIDENTAL TO ITEM 406.25 "MARSHALL BITUMINOUS CONCRETE PAVEMENT".
11. TOPSOIL SHALL NOT BE SOURCED FROM WITHIN THE CITY OF BURLINGTON.
12. SAND BORROW AND GEOTEXTILE FOR ROADBED SEPARATOR SHALL BE USED IN LOCATIONS WHERE THE PATH IS CONSTRUCTED OVER VIRGIN EARTH.



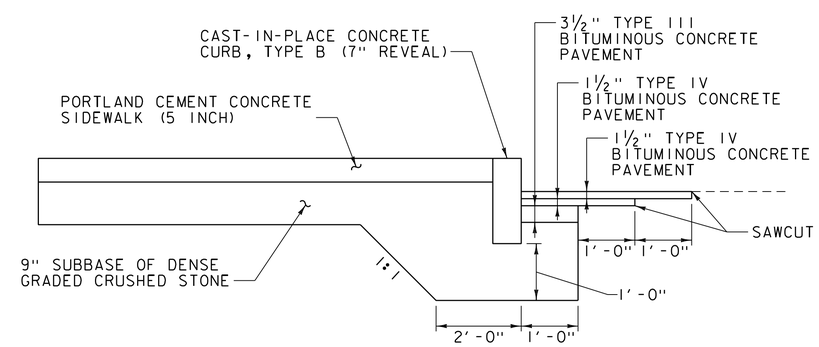
NORMAL CROWN PATH TYPICAL SECTION

N.T.S.

STA. 100+21 - STA. 110+25
STA. 117+25 - STA. 121+75
STA. 124+25 - STA. 127+00

SAND BORROW LOCATIONS

STA. 103+00 - STA. 110+25



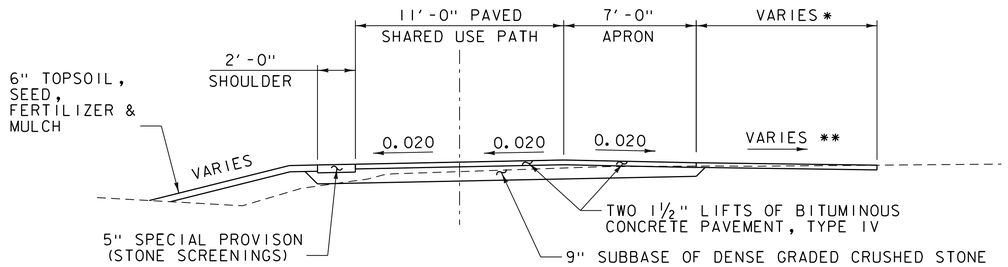
FLYNN AVE SIDEWALK TYPICAL SECTION

N.T.S.

PROJECT NAME:	BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER:	58109.01

FILE NAME: 58109typ.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P. DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: B.M.ROBERTS	CHECKED BY: E.P. DETRICK
TYPICAL SECTIONS (1 OF 2)	SHEET 5 OF 48

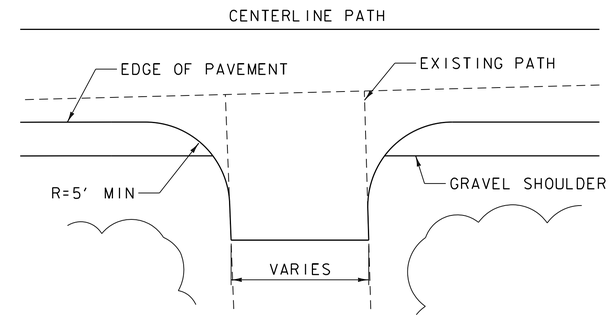
MATERIAL TOLERANCES	
MATERIAL ITEM	THICKNESS TOLERANCE
PAVEMENT (FULL DEPTH)	+/- 1/4" (TOTAL THICKNESS)
SUBBASE	1/2"
SAND BORROW	1"



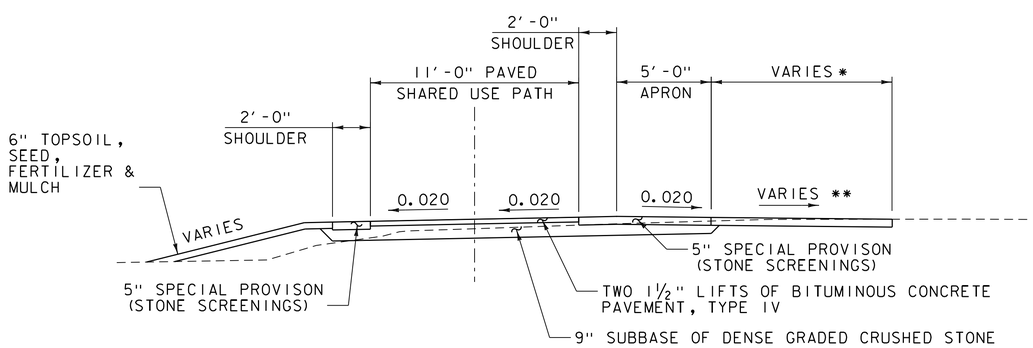
PAVED SIDE PATH TYPICAL SECTION

N.T.S.

* RESIDENT ENGINEER TO DETERMINE LIMITS OF SIDE PATH REQUIRED BEFORE MATCHING EXISTING.
** SLOPE TO BE TO BE DETERMINED BY RESIDENT ENGINEER.



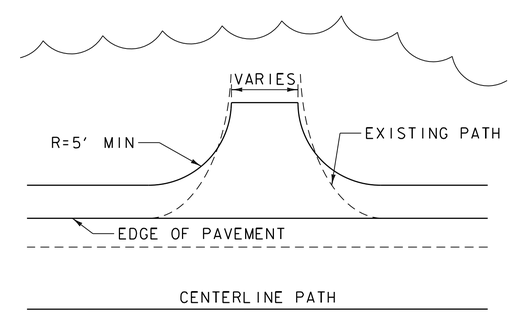
PAVED SIDE PATH TYPICAL PLAN



GRAVEL SIDE PATH TYPICAL SECTION

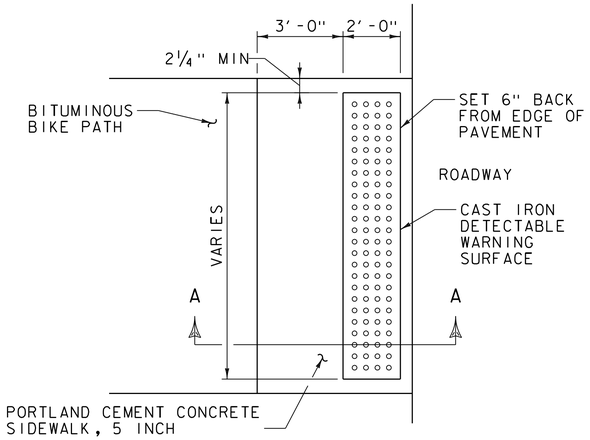
N.T.S.

* RESIDENT ENGINEER TO DETERMINE LIMITS OF SIDE PATH REQUIRED BEFORE MATCHING EXISTING.
** SLOPE TO BE TO BE DETERMINED BY RESIDENT ENGINEER.



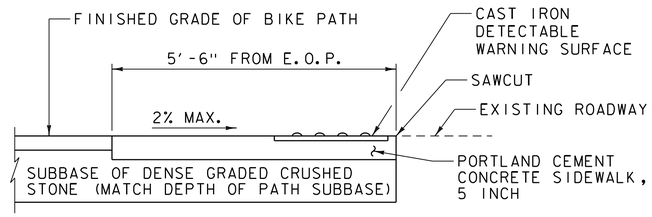
GRAVEL SIDE PATH TYPICAL PLAN

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109typ.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P. DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: B.M.ROBERTS	CHECKED BY: E.P. DETRICK
TYPICAL SECTIONS (2 OF 2)	SHEET 6 OF 48



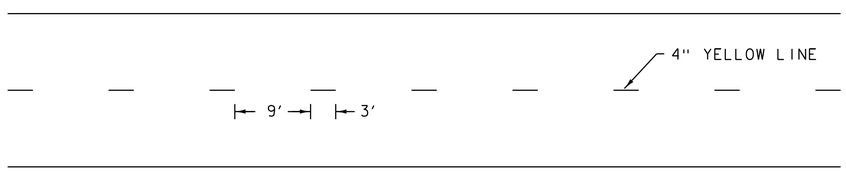
DETECTABLE WARNING SURFACE

N.T.S.



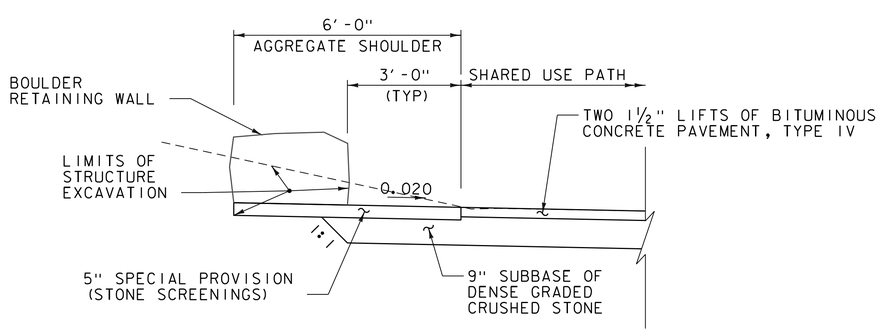
SECTION A-A

NOT TO SCALE



TYPICAL PATH CENTERLINE PAVEMENT MARKING

N.T.S.

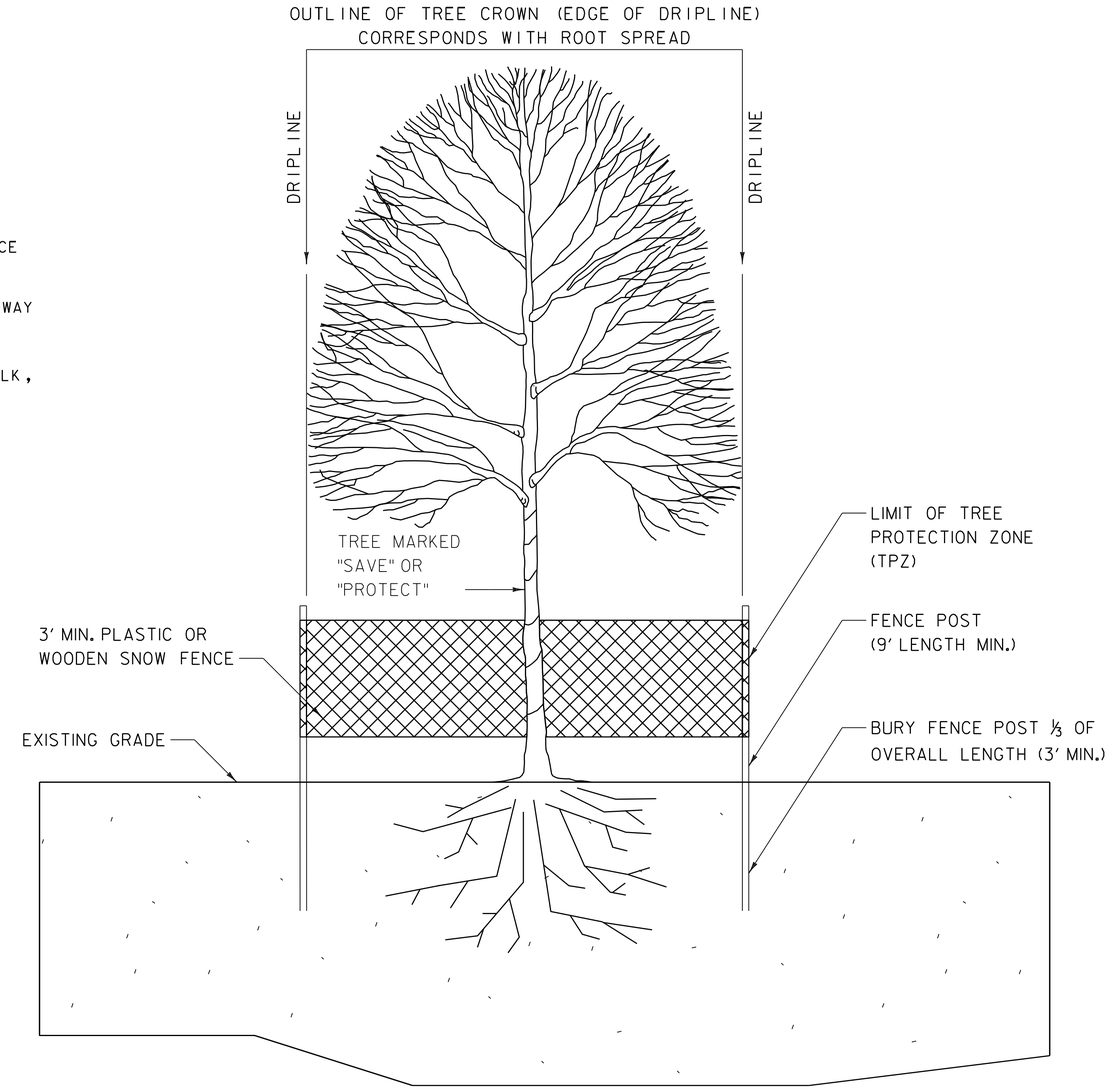


BOULDER RETAINING WALL

N.T.S.

STA. 112+50 - 113+65, LT

NOTE: RETAINING WALL SHALL BE PAID FOR UNDER ITEM 900.670 "SPECIAL PROVISION (BOULDER RETAINING WALL)".

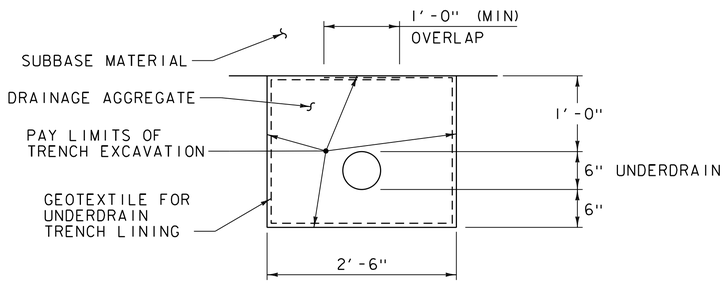


1. SEE VTRANS SPECIFICATION 656.11, TREE PROTECTION, FOR STEPS TO MINIMIZE SOIL AND ROOT DISTURBANCE AND GUIDANCE TO CONSTRUCT PROTECTION MEASURES FOR TREES CLOSE TO CONSTRUCTION AREAS.
2. NO WORK, NOR HEAVY EQUIPMENT STORAGE SHALL BE WITHIN A TREE PROTECTION ZONE.
3. ANY TREE ROOTS ENCOUNTERED WITHIN THE EXCAVATION LIMITS SHALL BE PRUNED AND TREES IDENTIFIED BY THE ENGINEER SHALL BE PROTECTED IN ACCORDANCE WITH, AND PAID FOR UNDER, SPECIAL PROVISION 900.645 (ROOT PRUNING AND TREE PROTECTION).
4. CITY ARBORIST OR BPRW REPRESENTATIVE CAN SPECIFY TREE PROTECTION IN THE DRIPLINE.

TREE PROTECTION

N.T.S.

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3A	
PROJECT NUMBER: 58109.00	
FILE NAME: 58109det.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P. DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: B.M.ROBERTS	CHECKED BY: E.P. DETRICK
DETAIL SHEET (1 OF 2)	SHEET 7 OF 48

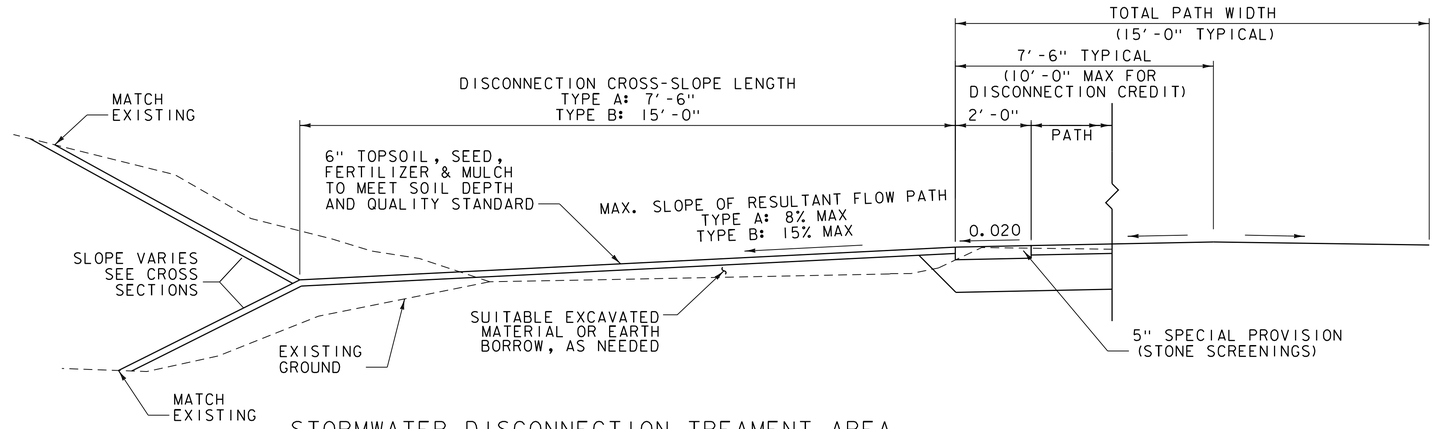


UNDERDRAIN DETAIL

N.T.S.

NOTE:

PAYMENT FOR GEOTEXTILE FOR UNDERDRAIN TRENCH LINING AND DRAINAGE AGGREGATE IS INCIDENTAL TO ITEM 605.10 "UNDERDRAIN PIPE, 6 INCHES".



STORMWATER DISCONNECTION TREAMENT AREA

N.T.S.

STA. 103+50 - STA. 110+00, RT
STA. 103+50 - STA. 106+00, LT
STA. 108+00 - STA. 110+00, LT
STA. 117+75 - STA. 122+25, RT
STA. 120+00 - STA. 122+50, LT
STA. 125+50 - STA. 127+00, RT

NOTES:

1. WHEN GRADING FOR DISCONNECTION AREAS, THE CONTRACTOR SHALL NOT DISTURB THE GROUND WITHIN 4' OF THE TRUNK BASE FOR ALL TREES WITH A DIAMETER OF 6" OR GREATER AND INTEND TO REMAIN THROUGH CONSTRUCTION.

DISCONNECTION CREDIT REQUIREMENTS

1. THE MAXIMUM CONTRIBUTING FLOW PATH LENGTH ACROSS THE CONTRIBUTING IMPERVIOUS AREA TO A DISCHARGE LOCATION SHALL BE 75 FEET OR LESS.

2. THE AMOUNT OF CONTRIBUTING IMPERVIOUS AREA TO ANY POINT DISCHARGE LOCATION CANNOT EXCEED 1,000 SF.

3. THE LENGTH OF THE "DISCONNECTION" SHALL BE EQUAL TO OR GREATER THAN THE CONTRIBUTING IMPERVIOUS FLOW PATH LENGTH FOR SLOPES 8% OR LESS, AND TWICE THE IMPERVIOUS FLOW PATH LENGTH FOR SLOPES 8% - 15%.

4. RUNOFF CANNOT COME FROM A DESIGNATED HOTSPOT LAND USE.

SOIL DEPTH AND QUALITY STANDARD

THESE REQUIREMENTS APPLY TO ALL DISTURBED AREAS WITHIN THE LIMITS OF THE SITE WHICH ARE NOT COVERED BY AN IMPERVIOUS SURFACE, INCORPORATED INTO A STRUCTURAL STORMWATER TREATMENT PRACTICE, OR ENGINEERED AS STRUCTURAL FILL ONCE DEVELOPMENT IS COMPLETE. FOR THIS PROJECT THESE AREAS INCLUDE THE DISCONNECTION AREAS DISTURBED DURING PATH CONSTRUCTION. A DENSE AND VIGOROUS VEGETATIVE COVER SHALL BE ESTABLISHED OVER TURF AREAS. ANY AREAS NOT DESCRIBED ABOVE WHICH ARE DISTURBED OR COMPACTED DURING CONSTRUCTION SHALL ALSO BE SUBJECT TO THESE REQUIREMENTS.

ALTERNATIVELY, TO LEAVING EXISTING TOPSOIL IN PLACE WITHOUT DISTURBING OR COMPACTING IT, THERE ARE THREE METHODS THAT MAY BE USED TO SATISFY THESE REQUIREMENTS.

1. AMEND EXISTING TOPSOIL IN PLACE
   A. SCARIFY OR TILL SUBSOILS TO 4 INCHES OF DEPTH OR TO THE DEPTH NEEDED TO ACHIEVE A TOTAL DEPTH OF 8 INCHES OF UNCOMPACTED SOIL AFTER A CALCULATED AMOUNT OF AMENDMENT IS ADDED.
   B. AMEND THE SOIL TO MEET THE ORGANIC CONTENT REQUIREMENTS. ORGANIC MATERIAL MAY BE PLACED AT A PRE-APPROVED RATE OF 1 INCH WITH AN ORGANIC MATTER CONTENT OF 40-65% AND ROTOTILLED INTO 3 INCHES OF SOIL OR AT A CALCULATED RATE ROTOTILLED INTO A DEPTH OF SOIL NEEDED TO ACHIEVE 4 INCHES OF SETTLED SOIL AT 4% ORGANIC CONTENT.

2. REMOVE AND STOCKPILE EXISTING TOPSOIL DURING GRADING
   A. TOPSOIL SHOULD BE STOCKPILED ON SITE IN A CONTROLLED AREA AT LEAST 50 FEET FROM SURFACE WATERS, WETLANDS, FLOODPLAINS, OR OTHER CRITICAL RESOURCE AREAS.
   B. SCARIFY OR TILL SUBGRADE TO A DEPTH OF 4 INCHES. EXCEPT FOR WITHIN THE DRIP LINE OF EXISTING TREES, THE ENTIRE SURFACE SHALL BE DISTURBED BY SCARIFICATION.
   C. STOCKPILED TOPSOIL SHALL ALSO BE AMENDED, IF NEEDED, TO MEET THE ORGANIC CONTENT REQUIREMENTS IDENTIFIED ABOVE.
   D. REPLACE STOCKPILED TOPSOIL PRIOR TO PLANTING AND RAKE TO LEVEL, REMOVING ANY SURFACE ROCKS LARGER THAN 2 INCHES IN DIAMETER.
   E. WATER OR ROLL SOILS IN TURF AREAS TO 85% OF MAXIMUM DRY DENSITY.

3. IMPORT TOPSOIL MIX OF SUFFICIENT ORGANIC CONTENT AND DEPTH
   A. SCARIFY OR TILL SUBGRADE TO A DEPTH OF 4 INCHES. EXCEPT FOR WITHIN THE DRIP LINE OF EXISTING TREES, THE ENTIRE SURFACE SHALL BE DISTURBED BY SCARIFICATION.
   B. PLACE 4 INCHES OF IMPORTED TOPSOIL MIX THAT CONTAINS 4% ORGANIC MATTER. SOILS USED IN THE MIX SHALL BE SAND OR SANDY LOAM AS DEFINED BY THE USDA.
   C. RAKE TO LEVEL, REMOVING ANY SURFACE ROCKS GREATER THAN 2 INCHES IN DIAMETER.
   D. WATER OR ROLL SOIL IN TURF AREAS TO 85% OF MAXIMUM DRY DENSITY.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND EXECUTING A PLAN FOR VERIFYING THAT THESE AREAS HAVE MET THIS STANDARD. THIS PLAN SHOULD INCLUDE A MINIMUM OF 9 TEST HOLES PER ACRE OF AREA SUBJECT TO THIS STANDARD. THESE TEST HOLES SHALL BE EXCAVATED TO 8 INCHES USING ONLY A SHOVEL DRIVEN SOLELY BY THE WEIGHT OF THE INSPECTOR AND SHALL BE A MINIMUM OF 50 FEET APART.

QUANTITY SHEET 1

SUMMARY OF ESTIMATED QUANTITIES					TOTALS		DESCRIPTIONS			
	FLYNN AVE PAUSE PLACE	BIKE/TRANSPORTATION PATH	AUSTIN DRIVE GATEWAY	OAKLEDGE PARK PARKING LOT	GRAND TOTAL	FINAL	UNIT	ITEMS	ITEM NUMBER	ROUND
		1			1		LS	CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS	201.10	
		9			9		EACH	REMOVING MEDIUM TREES	201.15	
	440	1600	50		2090		CY	COMMON EXCAVATION	203.15	
		240			240		CY	EXCAVATION OF SURFACES AND PAVEMENTS	203.28	
		10			10		CY	EARTH BORROW	203.30	
	60	410	15	20	505		CY	SAND BORROW	203.31	
	35	40			75		CY	TRENCH EXCAVATION OF EARTH	204.20	
	40				40		CY	STRUCTURE EXCAVATION	204.25	
	30				30		CY	GRANULAR BACKFILL FOR STRUCTURES	204.30	
		30			30		SY	COARSE-MILLING, BITUMINOUS PAVEMENT	210.10	
	140				140		CY	SUBBASE OF DENSE GRADED CRUSHED STONE (PERMEABLE SUBBASE)	301.35	
	130	1200	25	19	1374		CY	SUBBASE OF DENSE GRADED CRUSHED STONE	301.35	
			5		5		CY	AGGREGATE SURFACE COURSE	401.10	
		15			15		CWT	EMULSIFIED ASPHALT	404.65	
		580			580		TON	MARSHALL BITUMINOUS CONCRETE PAVEMENT	406.25	
	790				790		LB	REINFORCING STEEL, LEVEL I	507.11	
	15				15		CY	CONCRETE, CLASS B	541.25	
		45			45		LF	12" CPEP(SL)	601.2605	
		2			2		EACH	12" CPEPES	601.7005	
		25			25		LF	RE-LAYING PIPE CULVERTS (12" CPEP(SL))	601.99	
	166				166		LF	UNDERDRAIN PIPE, 6 INCHES	605.10	
		180			180		MGAL	DUST CONTROL WITH WATER	609.10	
		220			220		LF	CAST-IN-PLACE CONCRETE CURB, TYPE B	616.28	
	160	140	10	80	390		SY	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	618.10	
		28			28		SF	DETECTABLE WARNING SURFACE	618.30	
		1			1		LS	MOBILIZATION/DEMOBILIZATION	635.11	
		1			1		LS	TRAFFIC CONTROL	641.10	
		700			700		LF	4 INCH YELLOW LINE, WATERBORNE PAINT	646.2111	
		2860			2860		SY	GEOTEXTILE FOR ROADBED SEPARATOR	649.11	
		620			620		LB	SEED	651.15	
		1770			1770		LB	FERTILIZER	651.18	
		8			8		TON	AGRICULTURAL LIMESTONE	651.20	
		1500			1500		CY	TOPSOIL	651.35	
		8			8		TON	HAY MULCH	653.10	
		520			520		SY	ROLLED EROSION CONTROL PRODUCT, TYPE I	653.20	
		50			50		LF	SILT FENCE, TYPE I	653.475	
		1120			1120		LF	SILT FENCE, TYPE II	653.476	
		1330			1330		LF	BARRIER FENCE	653.50	
		3680			3680		LF	PROJECT DEMARCATION FENCE	653.55	
				6	6		EACH	DECIDUOUS TREES	656.30	

DETAILED SUMMARY OF QUANTITIES		
QUANTITIES	UNIT	ITEMS

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER: 58109.01

FILE NAME: 58109qss.dgn
PROJECT LEADER: E.P.DETRICK
DESIGNED BY: C.K.FORD
QUANTITY SUMMARY SHEET (1 OF 2)

PLOT DATE: 2/19/2021
DRAWN BY: C.K.FORD
CHECKED BY: E.P.DETRICK
SHEET 9 OF 48

QUANTITY SHEET 2

SUMMARY OF ESTIMATED QUANTITIES					TOTALS		DESCRIPTIONS			
	FLYNN AVE PAUSE PLACE	BIKE/TRANSPORTATION PATH	AUSTIN DRIVE GATEWAY	OAKLEDGE PARK PARKING LOT	GRAND TOTAL	FINAL	UNIT	ITEMS	ITEM NUMBER	ROUND
	38		9		47		EACH	DECIDUOUS SHRUBS	656.35	
		27			27		MGAL	LANDSCAPE WATERING	656.65	
	60		25	30	115		CY	LANDSCAPE BACKFILL, TRUCK MEASUREMENT	656.80	
		5.17			5.17		SF	TRAFFIC SIGN, TYPE A	675.20	
		25			25		LF	SQUARE TUBE SIGN POST AND ANCHOR	675.341	
		8			8		EACH	REMOVING SIGNS	675.50	
		6			6		EACH	RESETTING SIGNS	675.60	
		20			20		CY	SPECIAL PROVISION (CONTAMINATED MEDIA)	900.608	
		675			675		CY	SPECIAL PROVISION (DISPOSAL OF CLASS I SOILS)	900.608	
		1215			1215		CY	SPECIAL PROVISION (DISPOSAL OF CLASS II SOILS)	900.608	
	50		15		65		CY	SPECIAL PROVISION (EXPOSED AGGREGATE CONCRETE)	900.608	
		130			130		CY	SPECIAL PROVISION (MANAGEMENT OF CLASS I SOILS)	900.608	
		205			205		CY	SPECIAL PROVISION (MANAGEMENT OF CLASS II SOILS)	900.608	
		150			150		CY	SPECIAL PROVISION (STONE SCREENINGS)	900.608	
	15			14	29		EACH	SPECIAL PROVISION (BIKE RACK)	900.620	
				1	1		EACH	SPECIAL PROVISION (BIKE TUNING STATION)	900.620	
	1				1		EACH	SPECIAL PROVISION (BOAT RACK)	900.620	
	2		1		3		EACH	SPECIAL PROVISION (BURLINGTON GREENWAY SIGN - IDENTIFICATION SIGN)	900.620	
			1		1		EACH	SPECIAL PROVISION (LANDSCAPE BENCH)	900.620	
	74		3	3	80		EACH	SPECIAL PROVISION (LANDSCAPE BOULDER)	900.620	
	156		54	33	243		EACH	SPECIAL PROVISION (ORNAMENTAL GRASSES)	900.620	
	22				22		LF	SPECIAL PROVISION (HAND RAILING)	900.640	
	1				1		LS	SPECIAL PROVISION (BPRW LOGO)	900.645	
		1			1		LS	SPECIAL PROVISION (ROOT PRUNING AND TREE PROTECTION)	900.645	
	1900				1900		SF	SPECIAL PROVISION (PERMEABLE PAVERS)	900.670	
		500			500		SF	SPECIAL PROVISION (RETAINING WALL)	900.670	

DETAILED SUMMARY OF QUANTITIES		
QUANTITIES	UNIT	ITEMS

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER: 58109.01

FILE NAME: 58109qss.dgn
PROJECT LEADER: E.P.DETRICK
DESIGNED BY: C.K.FORD
QUANTITY SUMMARY SHEET (2 OF 2)

PLOT DATE: 2/19/2021
DRAWN BY: C.K.FORD
CHECKED BY: E.P.DETRICK
SHEET 10 OF 48

SEGMENT 1

POINT	STATION	NORTHING	EASTING
POT	100+15.27	712045.96	1450636.77
POC	127+00.00	714136.37	1451295.94

SEGMENT 1 EXTENDS FROM AUSTIN DRIVE
TO BLANCHARD BEACH.
LENGTH OF SEGMENT 1 = 3659.46 FT

LEGEND

POB POINT OF BEGINNING ALIGNMENT
POE POINT OF END ALIGNMENT

NOTES:

BASELINE STATIONING IS NOT CONTINUOUS.
EQUALITIES HAVE BEEN INCORPORATED INTO THE
BASELINE STATIONING. SEE LAYOUT SHEETS FOR
EQUALITY INFORMATION AND CURVE DATA.

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER: 58109.01

FILE NAME: 58109ali_pt.dgn
PROJECT LEADER: E.P.DETRICK
DESIGNED BY: B.M.ROBERTS
ALIGNMENT POINTS SHEET

PLOT DATE: 2/19/2021
DRAWN BY: C.K.FORD
CHECKED BY: E.P.DETRICK
SHEET 11 OF 48

PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH
STA 100+15 - 100+22

SPECIAL PROVISION
(BURLINGTON GREENWAY SIGN - IDENTIFICATION SIGN)
STA 100+53, LT

DETECTABLE WARNING SURFACE
STA 100+17

CAST-IN-PLACE CONCRETE CURB, TYPE B
STA 100+15, LT/RT

4 INCH YELLOW LINE, WATERBORNE PAINT
STA 100+50 - 101+00, BL (SOLID)
STA 101+00 - 105+50, BL (DASHED)

PI (CURVE 3)
STA 102+54.52

CURVE (3)
DELTA = 35°51'00"
D = 15°41'51" (1) D = 1°08'45" (2)
R = 365.00' (1) R = 5000.00' (2)
T = 146.97' (1) T = 490.38' (2)
L = 197.18' (1) L = 427.42' (2)
E = 28.48'

VT STATE PLANE GRID
N

SEGMENT 1 POB STA 100+00.00

STA 100+21, LT

BEGIN PROJECT
STA. 100+15.27

11' PAVED PATH WITH 2' AGGREGATE SHOULDERS ON BOTH SIDES

REMOVE OAKLEDGE PARK SIGN AND RESET AT STA 100+70, RT

APPROX. CITY ROW

REMOVE 3 MAPLE TREES AND 1 ASH TREE (INCIDENTAL TO ITEM 201.10)

PROTECT TREES

REMOVE EXISTING PAVEMENT. TOPSOIL, SEED, AND MULCH

MATCH TO STA 105+50

CURVE (2)
DELTA = 6°02'37"
D = 28°38'52"
R = 200.00'
T = 10.56'
L = 21.10'
E = 0.28'

PCC STA 103+04.73

PC STA 100+27.61

PI (CURVE 1) STA 100+44.13

PT STA 100+58.48

PC STA 100+86.45

PI (CURVE 2) STA 100+97.01

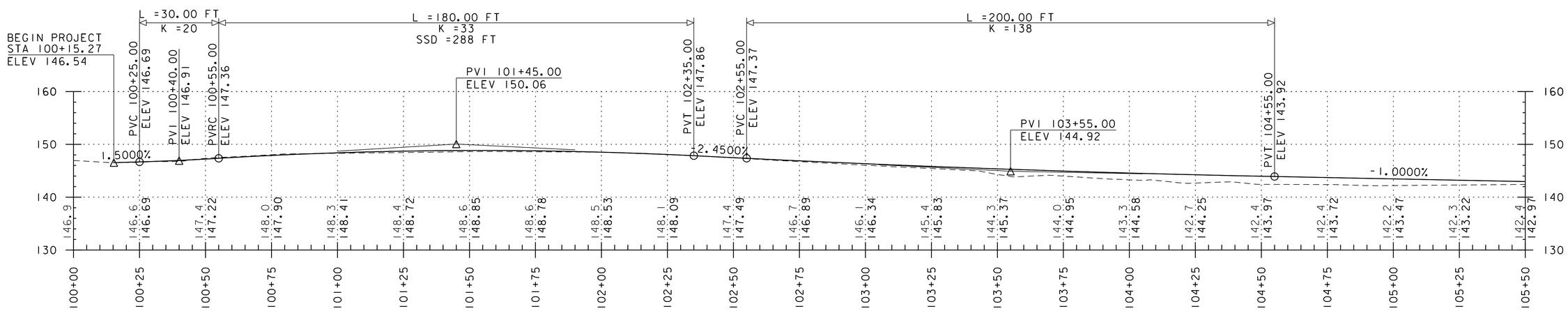
PRC STA 101+07.55

SEE LANDSCAPE LAYOUT PLANS FOR MORE DETAIL

REMOVE 1 POTENTIAL ROOST TREE (PRT) AND 6 OTHER TREES (INCIDENTAL TO ITEM 201.10)

CURVE (1)
DELTA = 50°31'50"
D = 163°42'08"
R = 35.00'
T = 16.52'
L = 30.87'
E = 3.70'

SIGNING LEGEND
N = NEW SIGN
R&R = REMOVE AND RESET



THE GRADES SHOWN TO THE NEAREST TENTH ARE THE ORIGINAL GROUND ELEVATIONS ALONG THE PROPOSED ALIGNMENT.

THE GRADES SHOWN TO THE NEAREST HUNDREDTH ARE THE FINISH GRADES ALONG THE PROPOSED ALIGNMENT.

STATIONING AND ELEVATIONS IN FEET (TYP.)

20
10
0

0 20 40
SCALE IN FEET

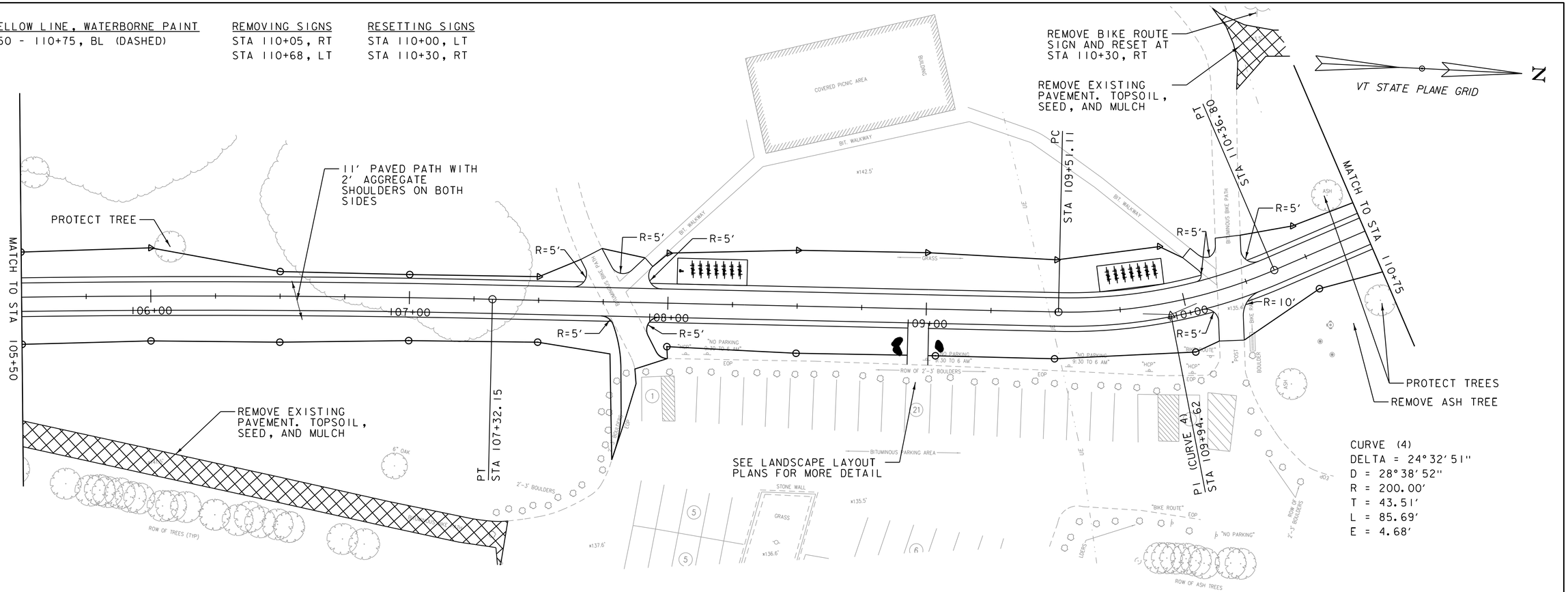
vhb

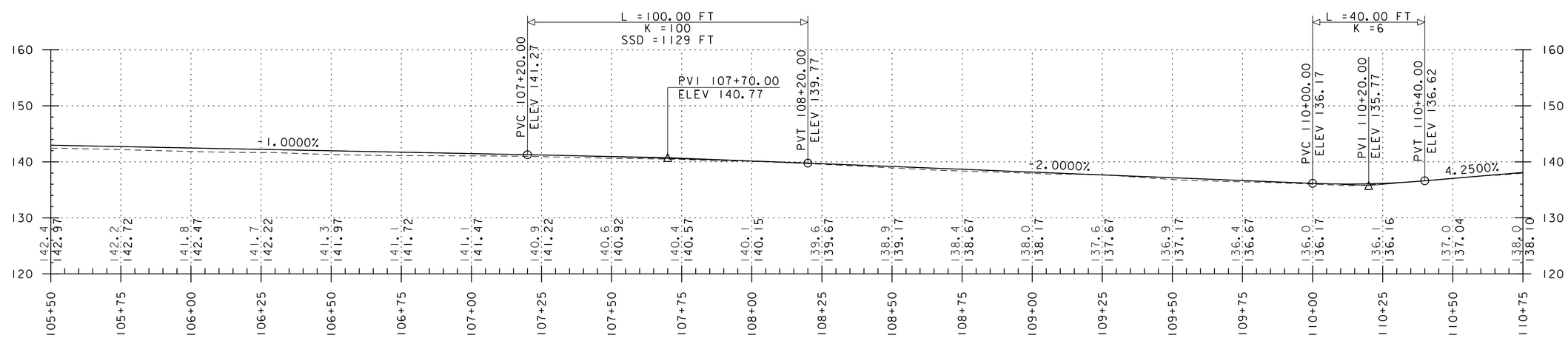
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109bdr_nul.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P.DETRICK
PLAN AND PROFILE (SHEET 1 OF 5)	SHEET 12 OF 48

4 INCH YELLOW LINE, WATERBORNE PAINT
STA 105+50 - 110+75, BL (DASHED)

REMOVING SIGNS
STA 110+05, RT
STA 110+68, LT

RESETTING SIGNS
STA 110+00, LT
STA 110+30, RT





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THE GRADES SHOWN TO THE NEAREST HUNDREDTH ARE THE FINISH GRADES ALONG THE PROPOSED ALIGNMENT.

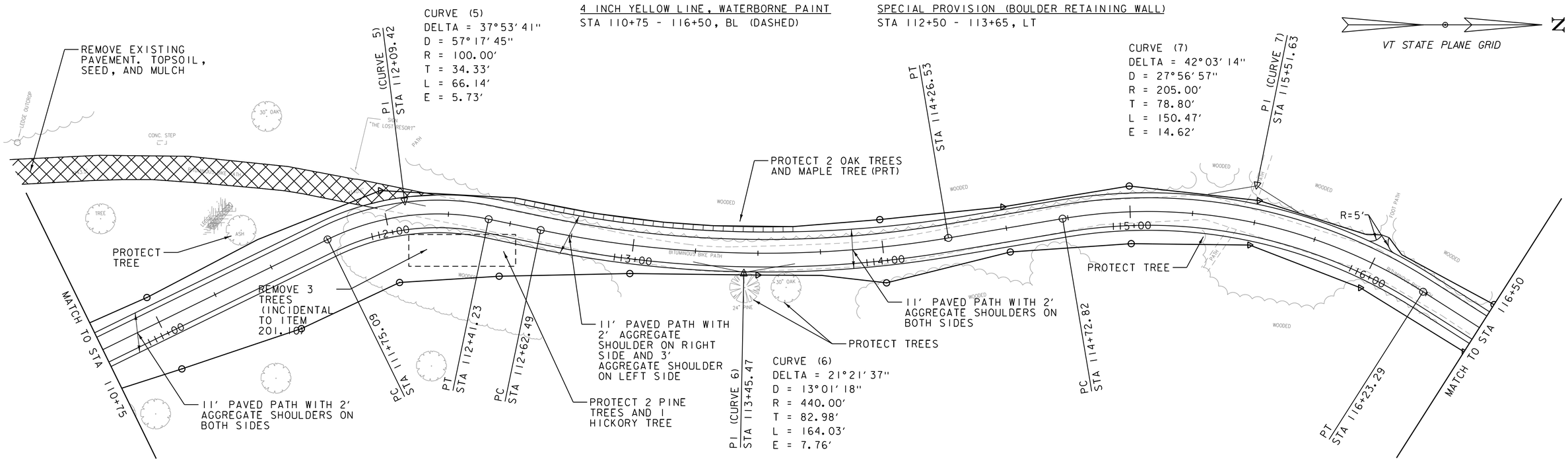
STATIONING AND ELEVATIONS IN FEET (TYP.)

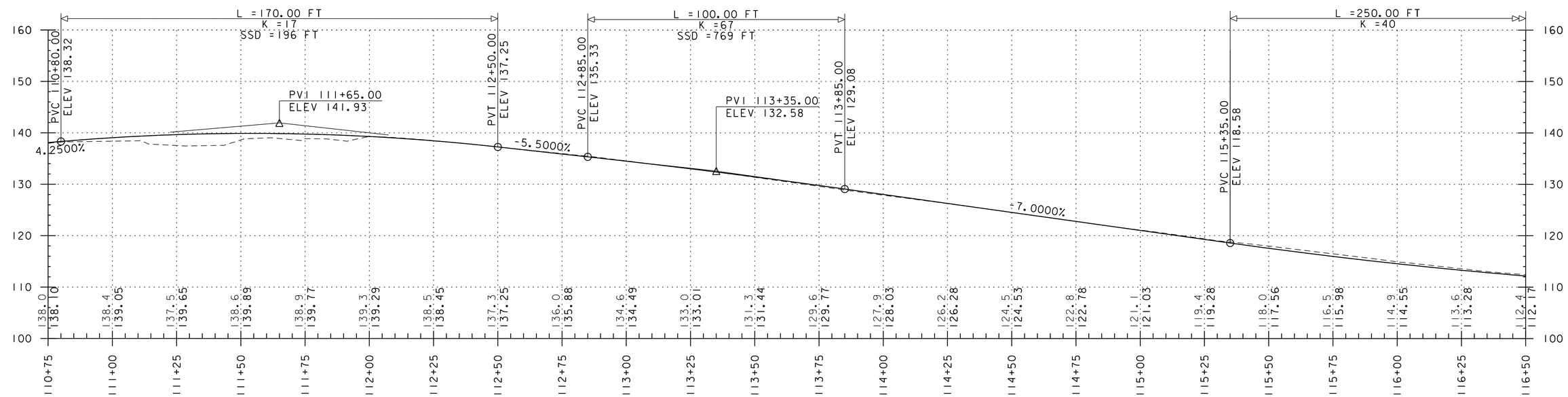
20 10 0

0 20 40
SCALE IN FEET

vhb

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109bdr_nul.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P.DETRICK
PLAN AND PROFILE (SHEET 2 OF 5)	SHEET 13 OF 48





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THE GRADES SHOWN TO THE NEAREST HUNDREDTH ARE THE FINISH GRADES ALONG THE PROPOSED ALIGNMENT.

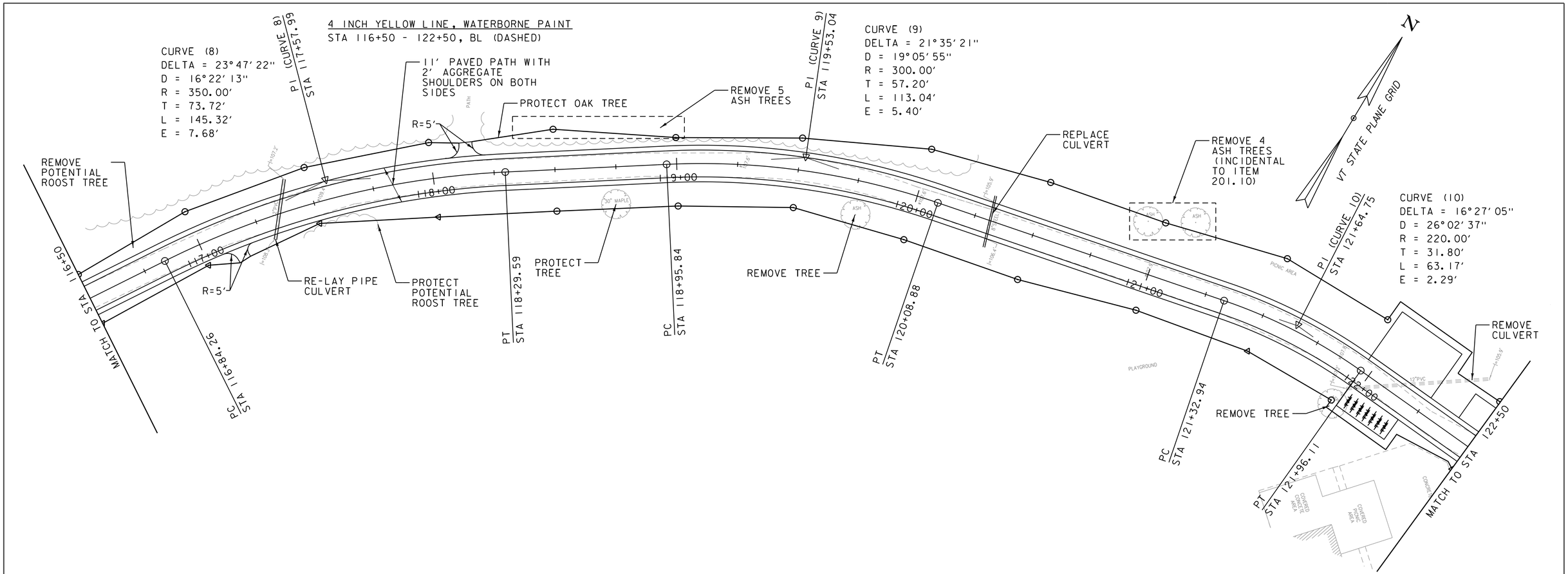
STATIONING AND ELEVATIONS IN FEET (TYP.)

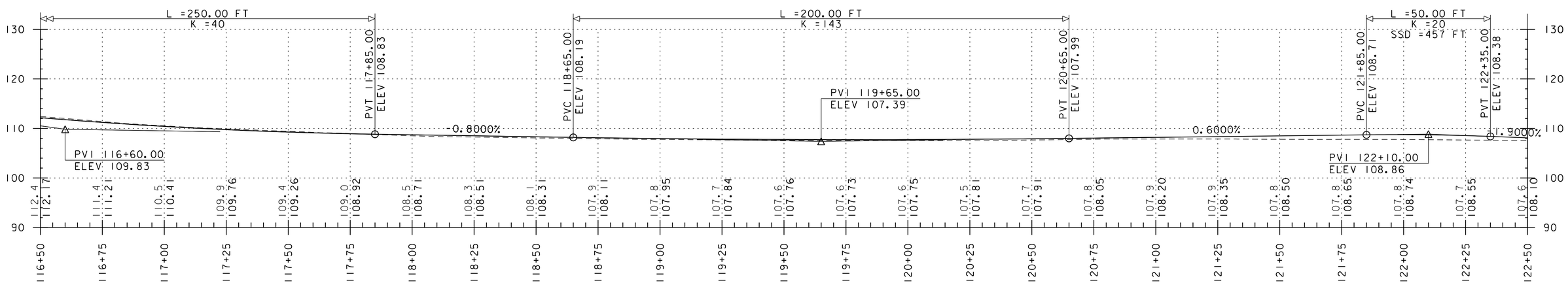
20 10 0

0 20 40
SCALE IN FEET

vhb

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109bdr_nul.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P.DETRICK
PLAN AND PROFILE (SHEET 3 OF 5)	SHEET 14 OF 48





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THE GRADES SHOWN TO THE NEAREST HUNDREDTH ARE THE FINISH GRADES ALONG THE PROPOSED ALIGNMENT.

STATIONING AND ELEVATIONS IN FEET (TYP.)

20 10 0

0 20 40
SCALE IN FEET

vhb

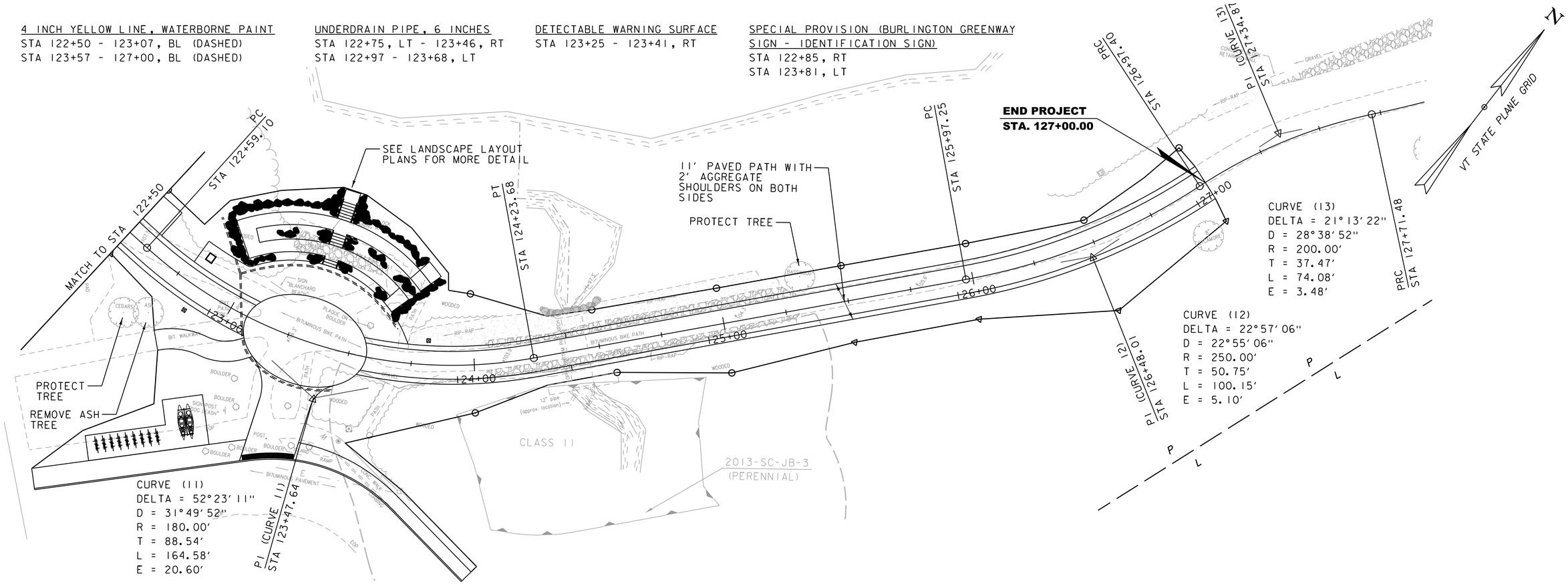
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109bdr_nul.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P.DETRICK
PLAN AND PROFILE (SHEET 4 OF 5)	SHEET 15 OF 48

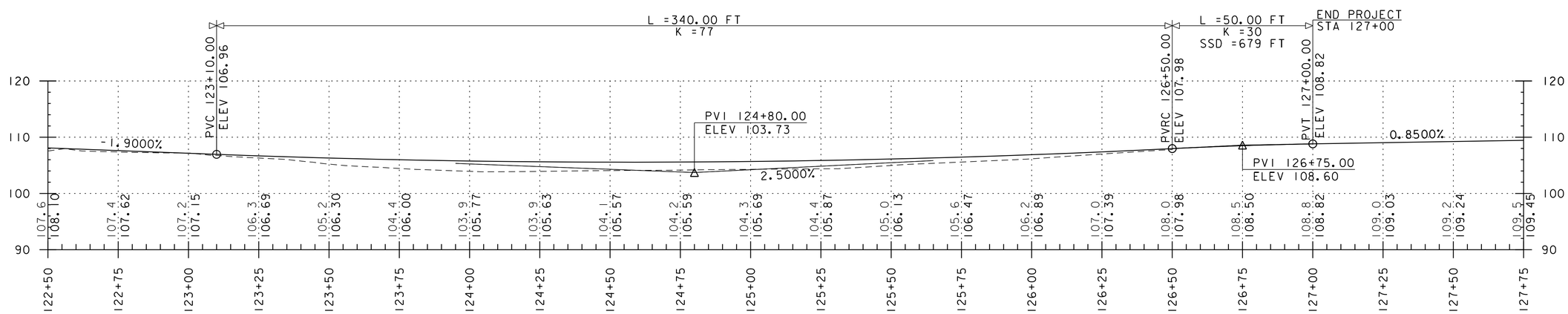
4 INCH YELLOW LINE, WATERBORNE PAINT
STA 122+50 - 123+07, BL (DASHED)
STA 123+57 - 127+00, BL (DASHED)

UNDERDRAIN PIPE, 6 INCHES
STA 122+75, LT - 123+46, RT
STA 122+97 - 123+68, LT

DETECTABLE WARNING SURFACE
STA 123+25 - 123+41, RT

SPECIAL PROVISION (BURLINGTON GREENWAY SIGN - IDENTIFICATION SIGN)
STA 122+85, RT
STA 123+81, LT





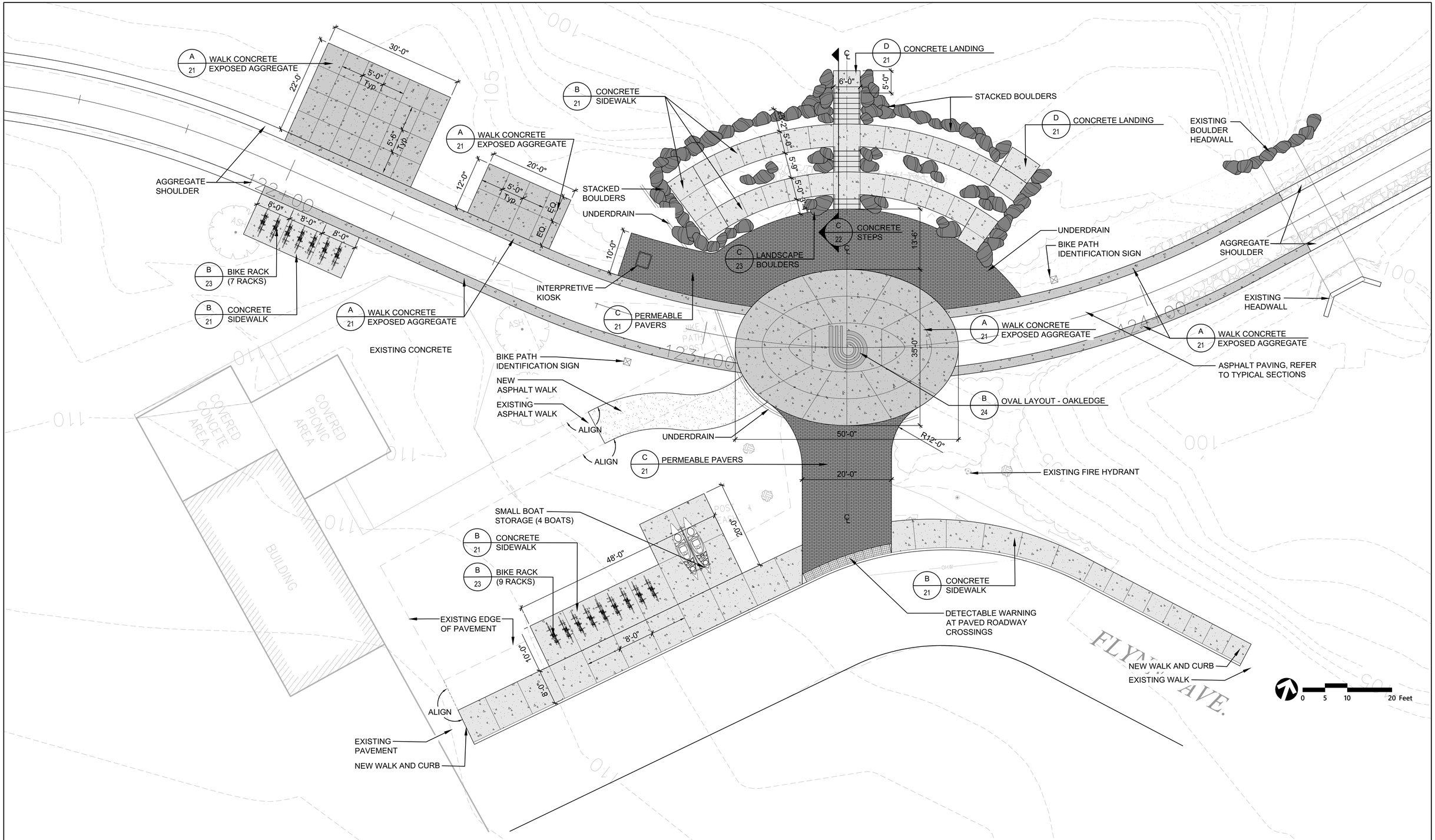
THE GRADES SHOWN TO THE NEAREST TENTH ARE THE ORIGINAL GROUND ELEVATIONS ALONG THE PROPOSED ALIGNMENT.

THE GRADES SHOWN TO THE NEAREST HUNDREDTH ARE THE FINISH GRADES ALONG THE PROPOSED ALIGNMENT.

STATIONING AND ELEVATIONS IN FEET (TYP.)

20 10 0
0 20 40
SCALE IN FEET

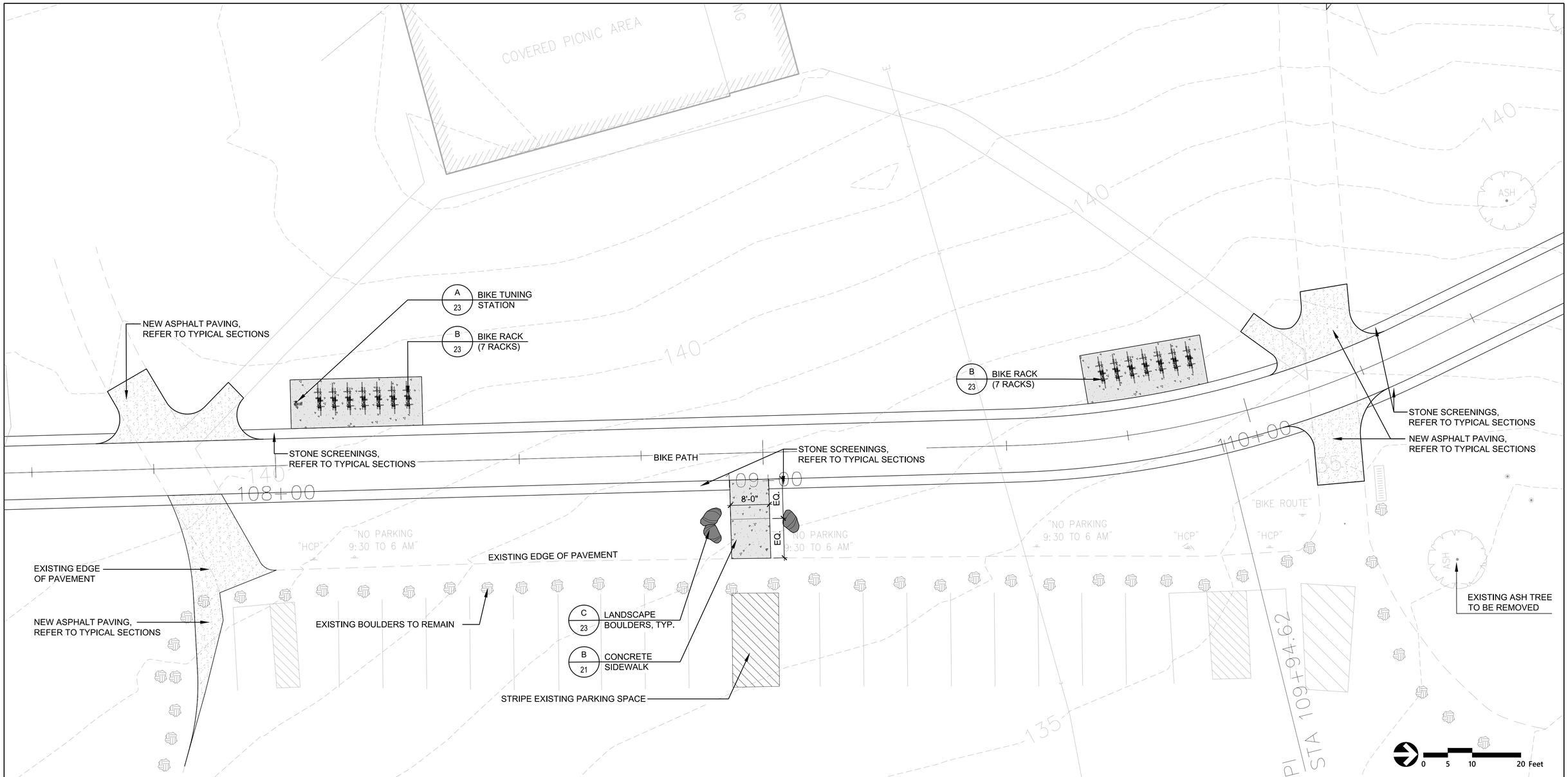
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109bdr_nul.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P.DETRICK
PLAN AND PROFILE (SHEET 5 OF 5)	SHEET 16 OF 48



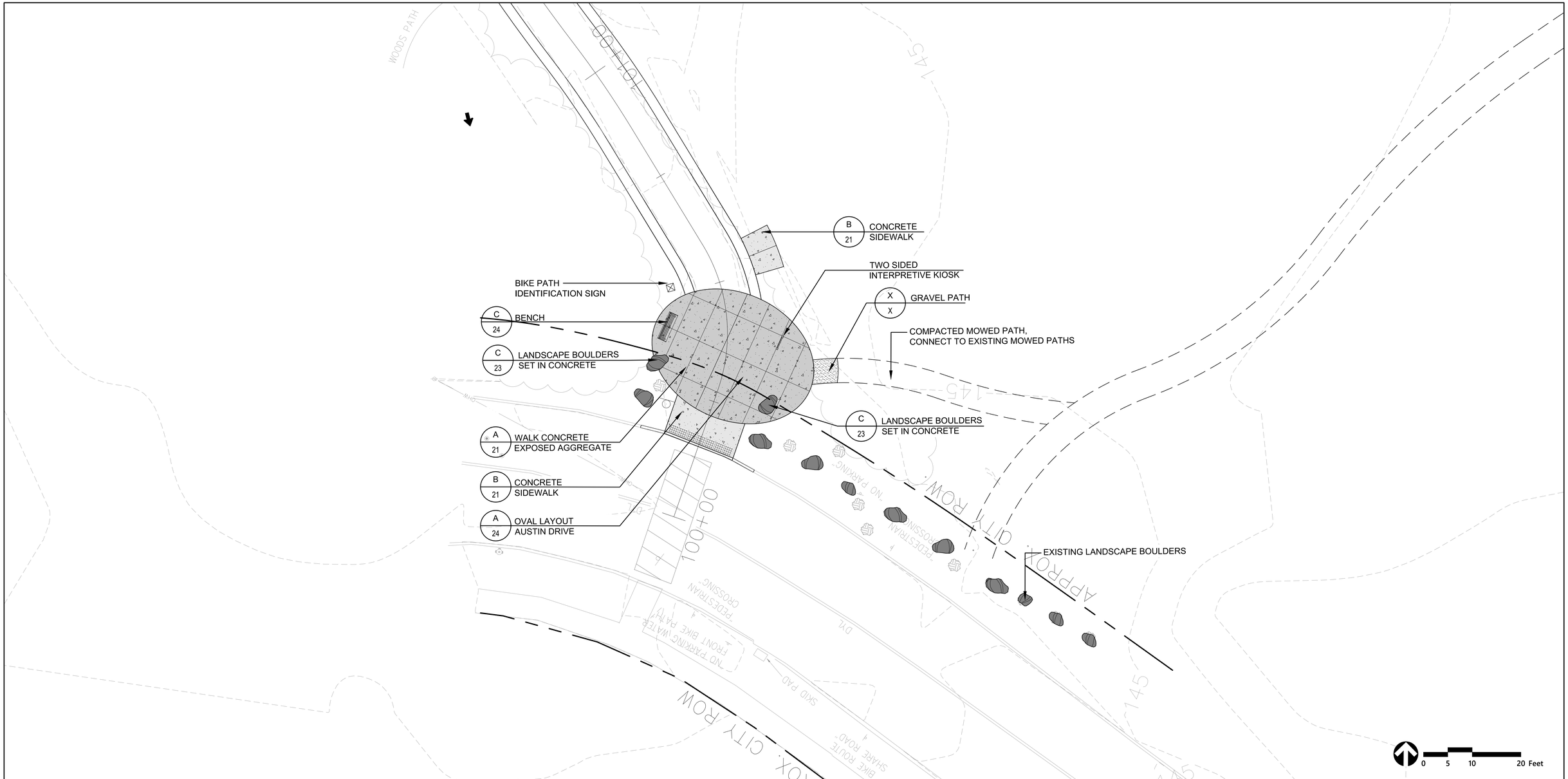
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B

PROJECT NUMBER: 58109.01

FILE NAME:	PLOT DATE: 02/18/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: M.K.WILLARD
DESIGNED BY: M.K.WILLARD	CHECKED BY: E.P.DETRICK
LANDSCAPE LAYOUT PLAN	SHEET 17 OF 48



PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME:	PLOT DATE: 02/18/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: M.K.WILLARD
DESIGNED BY: M.K.WILLARD	CHECKED BY: E.P.DETRICK
LANDSCAPE LAYOUT PLAN	SHEET 18 OF 48



PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME:	PLOT DATE: 02/18/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: M.K.WILLARD
DESIGNED BY: M.K.WILLARD	CHECKED BY: E.P.DETRICK
LANDSCAPE LAYOUT PLAN	SHEET 19 OF 48

EXISTING CONDITIONS MAY VARY DUE TO SAND MIGRATION WITH SEASONAL WAVE ACTION, BLEND GRADING INTO EXISTING CONDITIONS

98
99
100
101
105
110
99.66
BS 99.76
BR
TS 102.76
BS 102.86
4R
TS 104.86
BS 104.96
2R
TS 105.06
3.30%
4.90%
4.22%
2.82%
101.16
101.26
101.36
103.91
103.81
105.66
105.73
105.58
2.0%
122+00
123+00
124+00
BIKE PATH
ASH
CEDARS
COVERED CONCRETE AREA
COVERED PICNIC AREA
BUILDING
POST "ASH"
OHW
FLYNN AVE.

0 5 10 20 Feet

LEGEND

	EXISTING CONTOURS
	PROPOSED CONTOURS
	SWALE
(430.50) +	EXIST. SPOT GRADE
430.50 +	SPOT GRADE
TS +	TOP OF STEP
BS +	BOTTOM OF STEP
TW +	TOP OF WALL
BW +	BOTTOM OF WALL
TC +	TOP OF CURB
BC +	BOTTOM OF CURB
FC +	FLUSH CURB
TR +	TOP OF RAMP
BR +	BOTTOM OF RAMP
HP +	HIGH POINT
LP +	LOW POINT
CB +	CATCH BASIN
AD +	AREA DRAIN
TD +	TRENCH DRAIN
PD +	PLANTER DRAIN
SPD +	SUB SURFACE PLANTER DRAIN

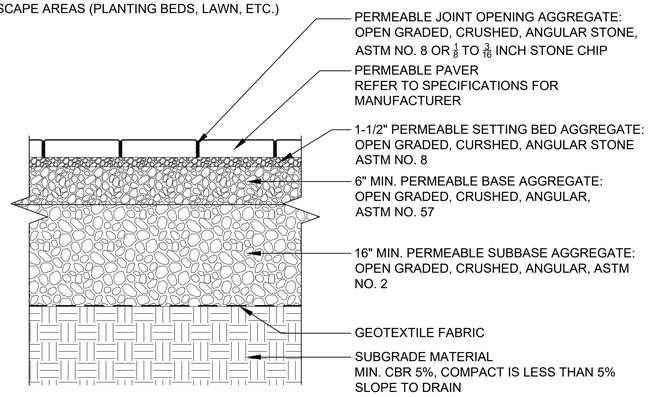
vhb

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER: 58109.01

FILE NAME:
PROJECT LEADER: E.P.DETRICK
DESIGNED BY: M.K.WILLARD
GRADING PLAN

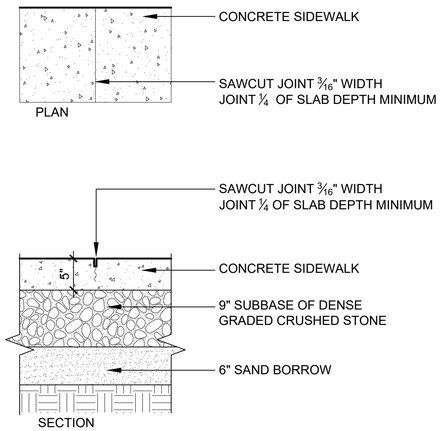
PLOT DATE: 02/18/2021
DRAWN BY: M.K.WILLARD
CHECKED BY: E.P.DETRICK
SHEET 20 OF 48

NOTES:
1. CONTRACTOR SHALL INSTALL A PAVER EDGE RESTRAINT WHEN PAVERS ARE NEXT TO SOFTSCAPE AREAS (PLANTING BEDS, LAWN, ETC.)



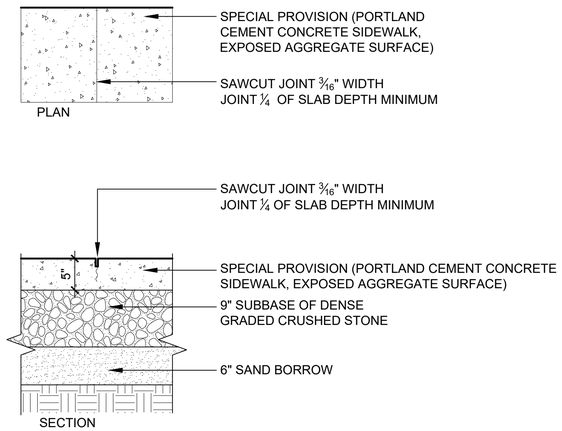
C SPECIAL PROVISION (PERMEABLE PAVERS)
SCALE 1" = 1'-0"

NOTES:
1. CONSTRUCT SUBBASE BASED ON "PATH TYPICAL SECTION", REFER TO TYPICAL SECTIONS



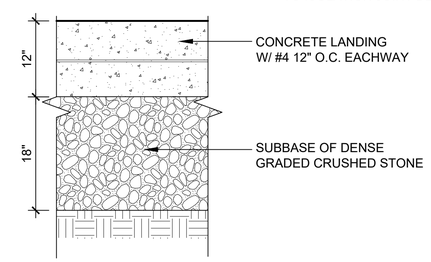
B CONCRETE SIDEWALK
SCALE 1" = 1'-0"

NOTES:
1. CONSTRUCT SUBBASE BASED ON "PATH TYPICAL SECTION", REFER TO TYPICAL SECTIONS



A SPECIAL PROVISION (PORTLAND CEMENT CONCRETE SIDEWALK, EXPOSED AGGREGATE SURFACE)
SCALE 1" = 1'-0"

NOTES:
1. REFER TO LAYOUT PLANS FOR LOCATION AND DIMENSIONS OF LANDING.
2. DOWEL EACH LANDING TO THE NEIGHBORING STAIR FOUNDATION OR CONCRETE WALK, REFER TO ISOLATION JOINT DETAIL.

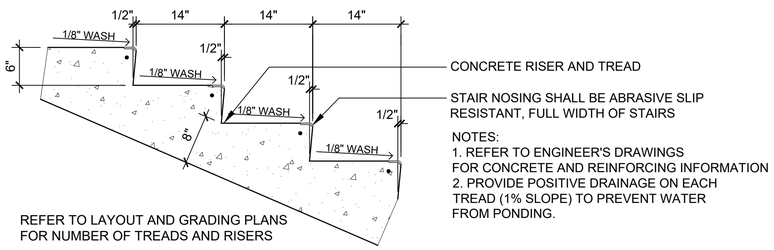


D CONCRETE LANDING
SCALE 1" = 1'-0"

E

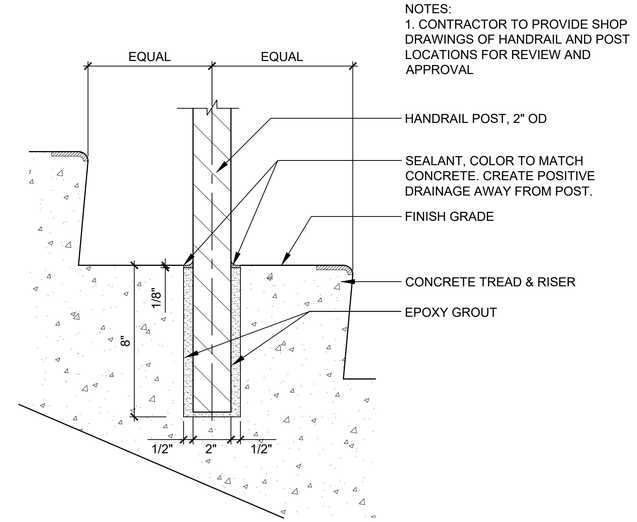
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER: 58109.01

FILE NAME:	PLOT DATE: 02/18/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: M.K.WILLARD
DESIGNED BY: M.K.WILLARD	CHECKED BY: E.P.DETRICK
LANDSCAPE DETAILS	SHEET 21 OF 48



B 14" CONCRETE TREAD W / 6" RISER

SCALE 1" = 1'-0"

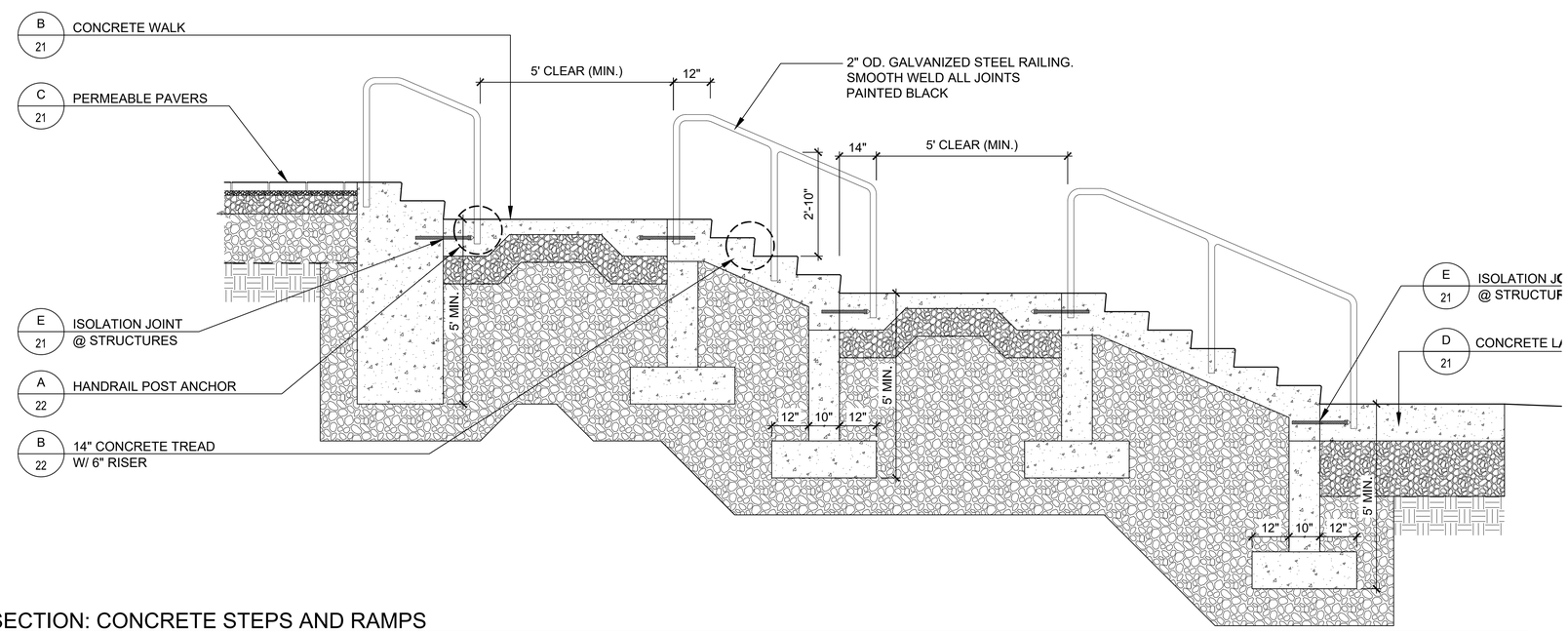


A HANDRAIL POST ANCHOR

SCALE 3" = 1'-0"

NOTES:

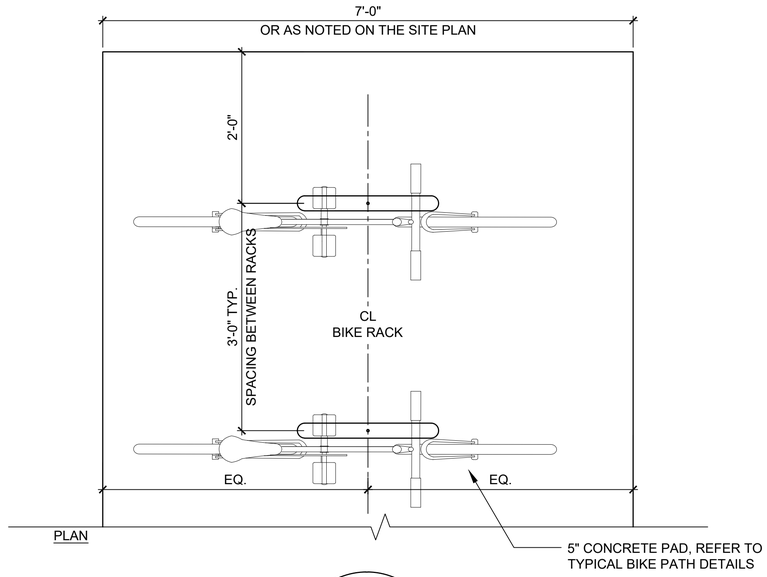
1. CONTRACTOR SHALL VERIFY NUMBER OF TREADS AND RISERS ON THE LAYOUT AND GRADING PLANS.
2. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR HANDRAILS FOR REVIEW AND APPROVAL.
3. ALL REINFORCING IN THE STAIRS, AND STAIR FOUNDATIONS SHALL MEET THE REQUIREMENTS OF SECTION 507 FOR LEVEL I REINFORCING, AND SHALL BE UNCOATED. PAYMENT FOR REINFORCING WILL BE MADE UNDER ITEM 507.11, "REINFORCING STEEL, LEVEL I".
4. ALL CONCRETE IN THE STAIRS, AND STAIR FOUNDATIONS SHALL MEET THE REQUIREMENTS OF SECTION 541 FOR CLASS B CONCRETE. PAYMENT FOR CONCRETE WILL BE MADE UNDER ITEM 541.25, "CONCRETE, CLASS B".
5. CLEAR COVER SHALL BE 3" UNLESS OTHERWISE NOTED.
6. MATERIAL MEETING THE REQUIREMENTS OF SUBSECTION 704.02, WITH GRADATION FOR 3/4" STONE, MAY BE SUBSTITUTED FOR GRANULAR BACKFILL FOR STRUCTURES AND WILL BE PAID FOR UNDER ITEM 204.30, "GRANULAR BACKFILL FOR STRUCTURES".



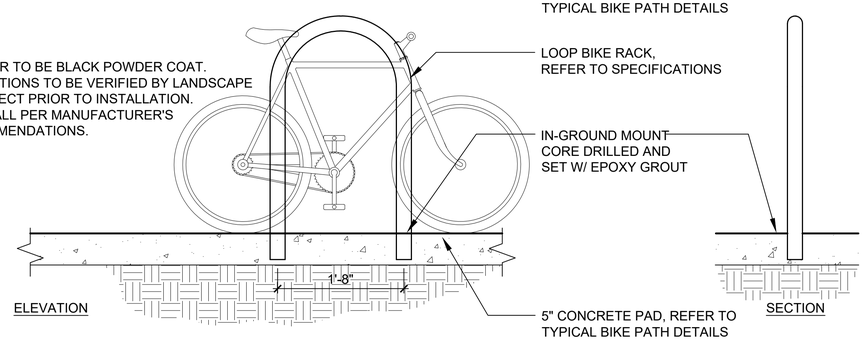
C SECTION: CONCRETE STEPS AND RAMPS

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

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME:	PLOT DATE: 02/18/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: M.K.WILLARD
DESIGNED BY: M.K.WILLARD	CHECKED BY: E.P.DETRICK
LANDSCAPE DETAILS	SHEET 22 OF 48



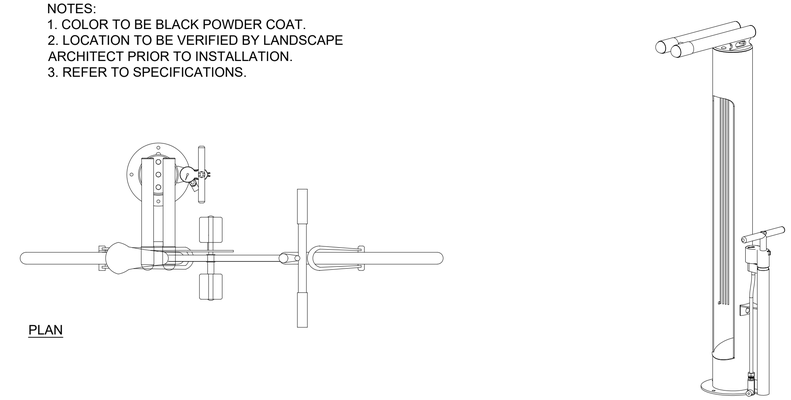
NOTES:
1. COLOR TO BE BLACK POWDER COAT.
2. LOCATIONS TO BE VERIFIED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
3. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

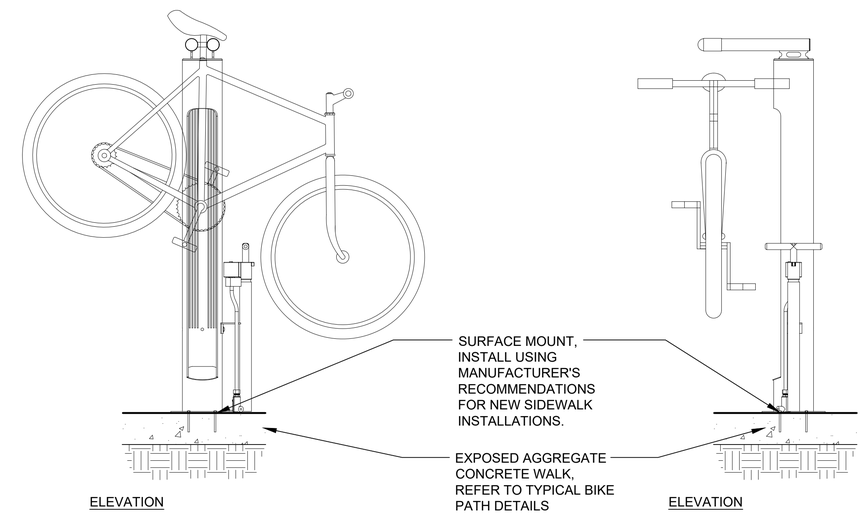


B BIKE RACK

SCALE 1" = 1'

NOTES:
1. COLOR TO BE BLACK POWDER COAT.
2. LOCATION TO BE VERIFIED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
3. REFER TO SPECIFICATIONS.

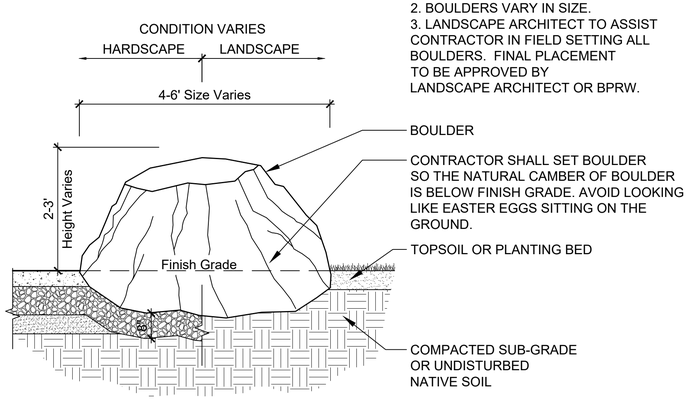




A BIKE TUNING STATION

SCALE 1" = 1'

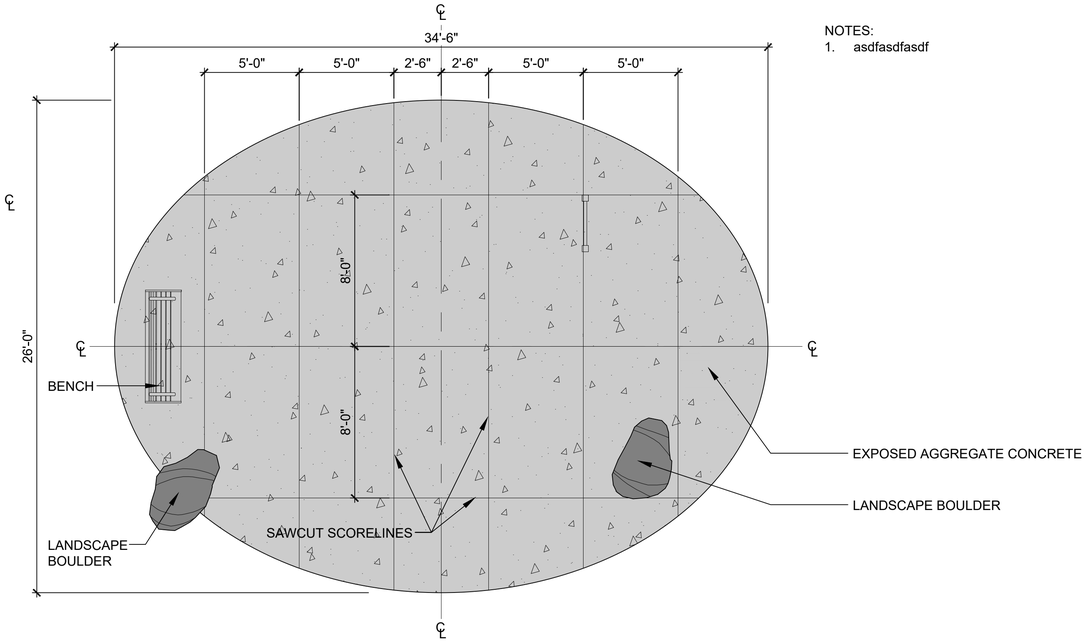
NOTES:
1. BOULDERS WILL BE SELECTED BY LANDSCAPE ARCHITECT OR BPRW.
2. BOULDERS VARY IN SIZE.
3. LANDSCAPE ARCHITECT TO ASSIST CONTRACTOR IN FIELD SETTING ALL BOULDERS. FINAL PLACEMENT TO BE APPROVED BY LANDSCAPE ARCHITECT OR BPRW.



C SPECIAL PROVISION (LANDSCAPE BOULDER)

SCALE 1/2" = 1'-0"

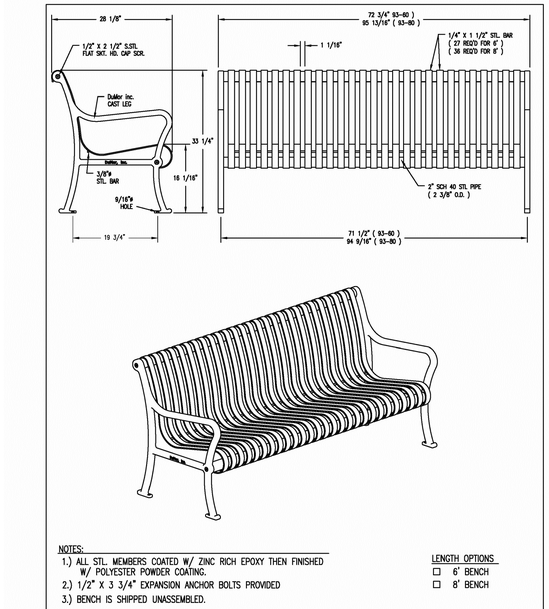
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME:	PLOT DATE: 02/18/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: M.K.WILLARD
DESIGNED BY: M.K.WILLARD	CHECKED BY: E.P.DETRICK
LANDSCAPE DETAILS	SHEET 23 OF 48



NOTES:
1. asdfasdfasdf

A OVAL LAYOUT - AUSTIN DRIVE

SCALE 1/4" = 1'-0"



NOTES:
1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED
3.) BENCH IS SHIPPED UNASSEMBLED.

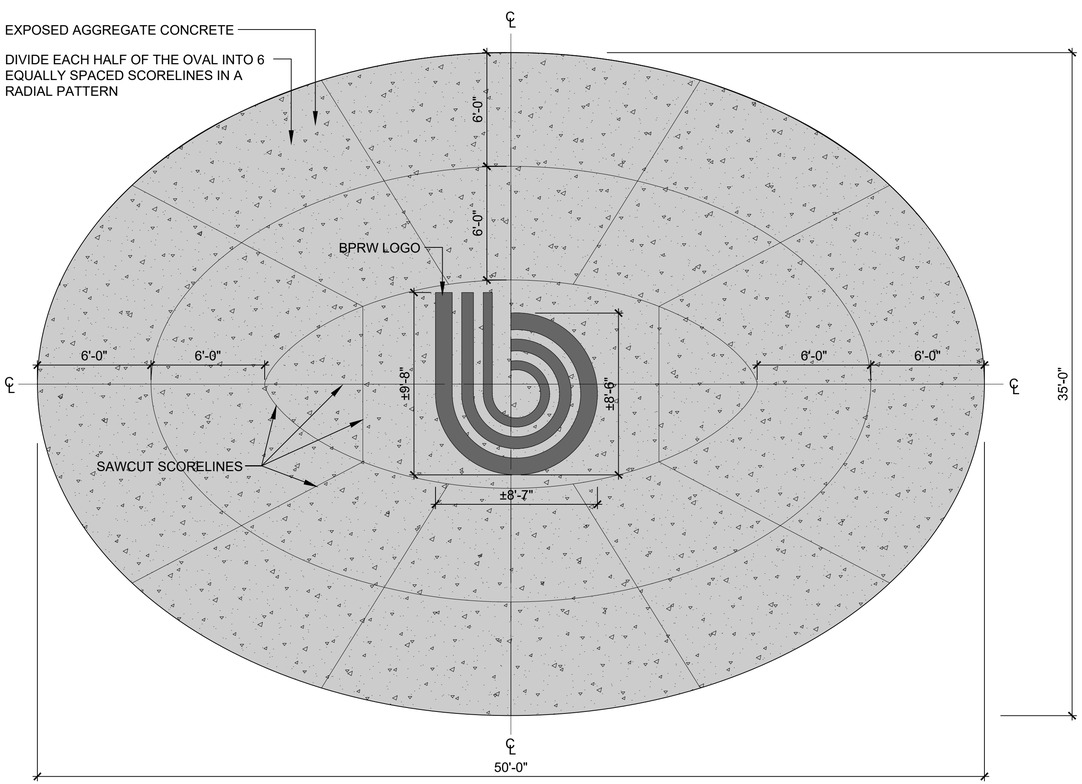
LENGTH OPTIONS
☐ 6' BENCH
☐ 8' BENCH

DuMor, inc. P.O. Box 142 Mifflintown, PA 17059-0142	SCALE : NONE	TITLE : BENCH	
	DATE DRAWN : 3/22/94		
	DRAWN BY : AH	REV. G	DRAWING NUMBER 93 SERIES
	DATE REV. : 5/7/08		SHEET 1 OF 2
	REV. BY : AH		

NOTES:
1. BENCH LENGTH TO BE 6 FEET
2. COLOR TO BE BLACK POWDER COAT
3. REFER TO LANDSCAPE PLANS FOR LOCATION
4. INSTALL BENCH PER MANUFACTURER'S RECOMMENDATIONS.

C BENCH

NTS



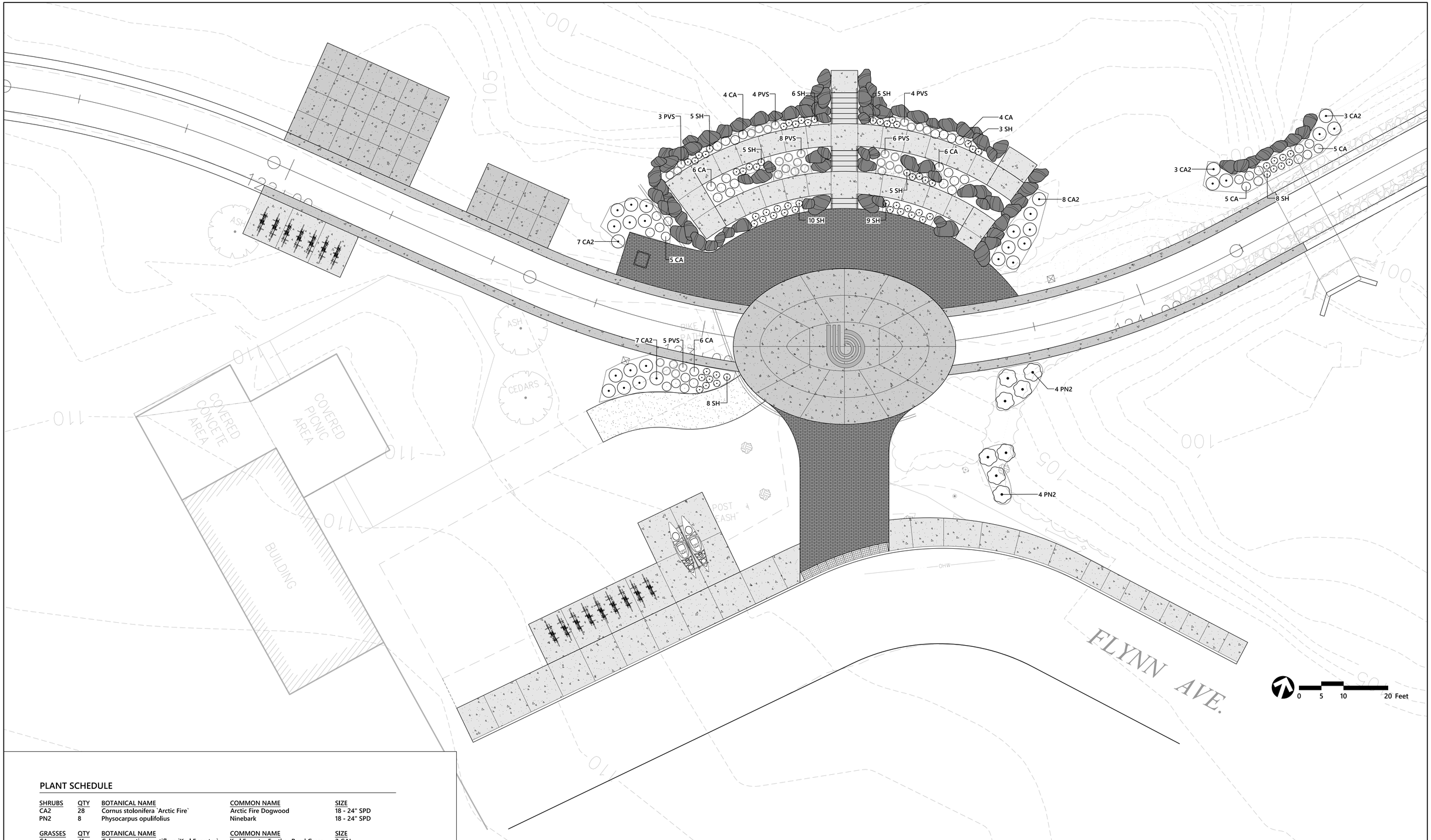
B OVAL LAYOUT - OAKLEDGE

SCALE 1/4" = 1'-0"

NOTES:
1. THE BPRW LOGO IS TO BE SAND BLASTED INTO THE EXPOSED AGGREGATE CONCRETE. CONTRACTOR SHALL PROVIDE SANDED BLASTED EXAMPLES FOR REVIEW AND APPROVAL.
2. DESIGN TEAM WILL PROVIDE AN ELECTRONIC LAYOUT OF THE BPRW LOGO TO ASSIST IN DEVELOPING A TEMPLATE FOR THE LOGO OUTLINE.
3. INFILL THE SAND BLASTED LOGO WITH BLACK MONUMENT PAINT. CONTRACTOR SHALL PROVIDE SUBMITTAL FOR REVIEW AND APPROVAL.

vhb

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME:	PLOT DATE: 02/18/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: M.K.WILLARD
DESIGNED BY: M.K.WILLARD	CHECKED BY: E.P.DETRICK
LANDSCAPE DETAILS	SHEET 24 OF 48



PLANT SCHEDULE

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE
CA2	28	Cornus stolonifera `Arctic Fire`	Arctic Fire Dogwood	18 - 24" SPD
PN2	8	Physocarpus opulifolius	Ninebark	18 - 24" SPD

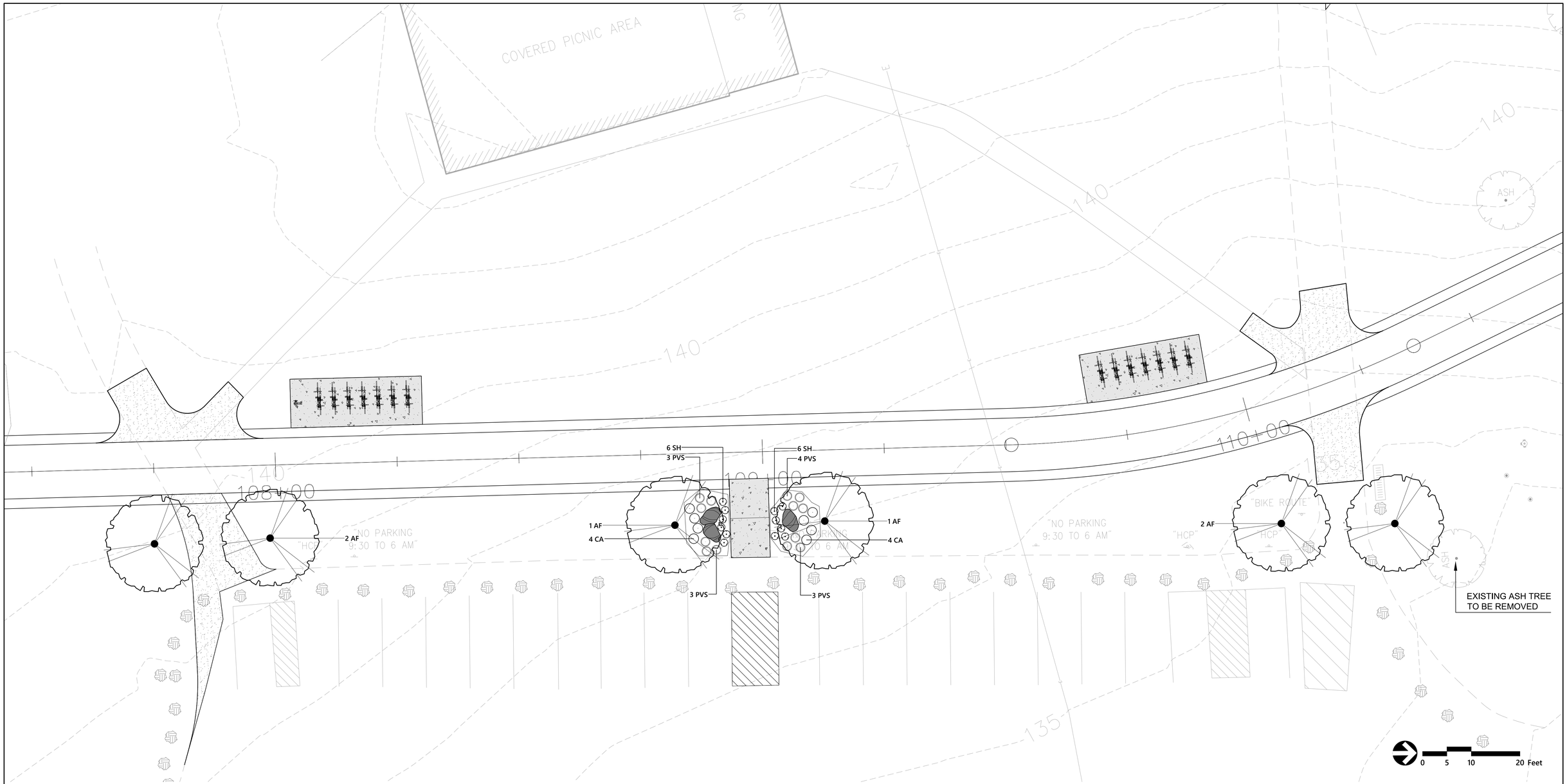
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
CA	41	Calamagrostis x acutiflora `Karl Foerster`	Karl Foerster Feather Reed Grass	2 GAL.
PVS	30	Panicum virgatum `Shenandoah`	Shenendoah Switch Grass	2 GAL.
SH	64	Sporobolus heterolepis	Prairie Dropseed	2 GAL.

Notes:
Refer to planting details, notes and specifications for plant material installation requirements.

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER: 58109.01

FILE NAME:
PROJECT LEADER: E.P.DETRICK
DESIGNED BY: M.K.WILLARD
PLANTING PLAN

PLOT DATE: 02/18/2021
DRAWN BY: M.K.WILLARD
CHECKED BY: E.P.DETRICK
SHEET 25 OF 48



PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
AF	6	Acer x freemanii `Sienna`	Sienna Glen Maple	2 1/2 - 3" CAL.

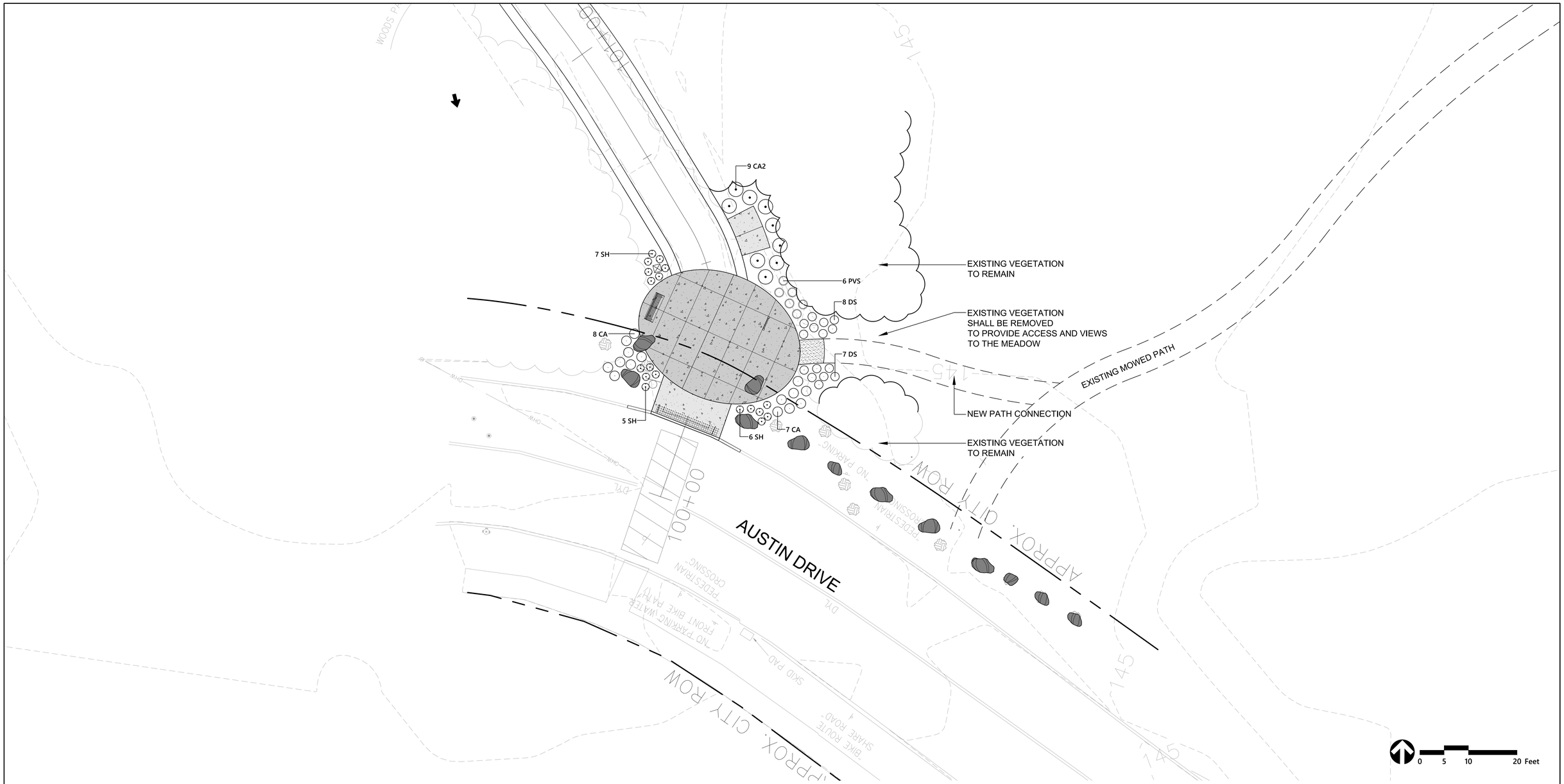
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
CA	8	Calamagrostis x acutiflora `Karl Foerster`	Karl Foerster Feather Reed Grass	2 GAL.
PVS	13	Panicum virgatum `Shenandoah`	Shenendoah Switch Grass	2 GAL.
SH	12	Sporobolus heterolepis	Prairie Dropseed	2 GAL.

Notes:
Refer to planting details, notes and specifications for plant material installation requirements.

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER: 58109.01

FILE NAME:
PROJECT LEADER: E.P.DETRICK
DESIGNED BY: M.K.WILLARD
LANDSCAPE PLAN

PLOT DATE: 02/18/2021
DRAWN BY: M.K.WILLARD
CHECKED BY: E.P.DETRICK
SHEET 26 OF 48



PLANT SCHEDULE

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE
CA2	9	Cornus stolonifera `Arctic Fire`	Arctic Fire Dogwood	18 - 24" SPD

GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
CA	15	Calamagrostis x acutiflora `Karl Foerster`	Karl Foerster Feather Reed Grass	2 GAL.
DS	15	Deschampsia cespitosa `Schottland`	Schottland Hair Grass	2 GAL.
PVS	6	Panicum virgatum `Shenandoah`	Shenendoah Switch Grass	2 GAL.
SH	18	Sporobolus heterolepis	Prairie Dropseed	2 GAL.

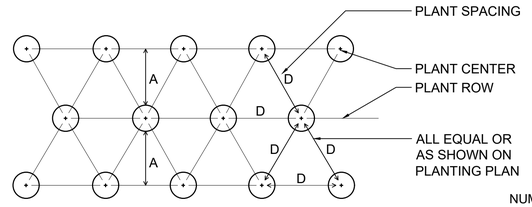
Notes:
Refer to planting details, notes and specifications for plant material installation requirements.

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER: 58109.01

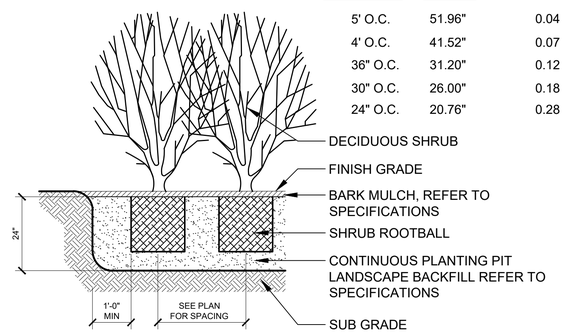
FILE NAME:
PROJECT LEADER: E.P.DETRICK
DESIGNED BY: M.K.WILLARD
PLANTING PLAN

PLOT DATE: 02/18/2021
DRAWN BY: M.K.WILLARD
CHECKED BY: E.P.DETRICK
SHEET 27 OF 48

NOTES:
1. QUANTITY OF SHRUBS AND SPACING AS NOTED IN PLANTING SCHEDULE.
2. ALL PLANTING BEDS ARE TO BE CONTINUOUS, COMPLETELY DUG OUT AND BACKFILLED WITH THE PROPER LANDSCAPE BACKFILL

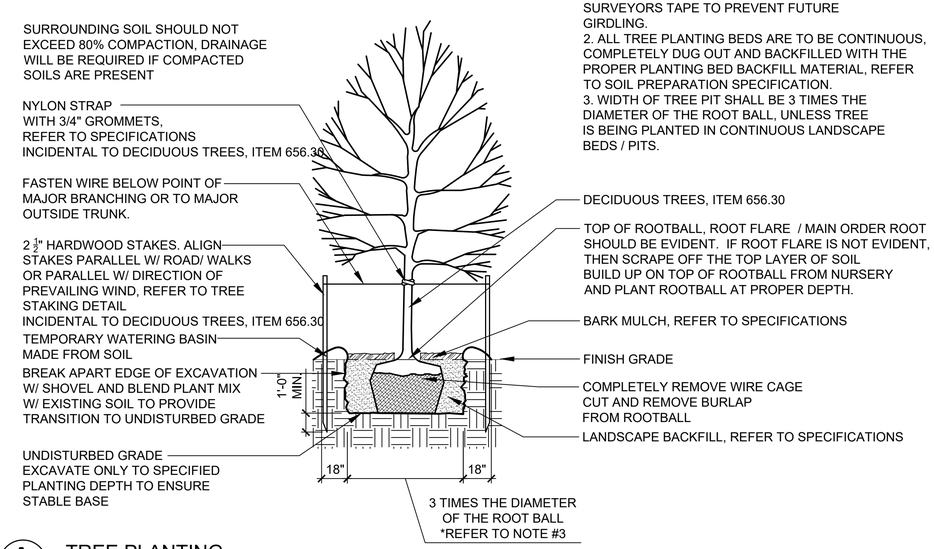


SPACING "D"	ROW "A"	NUMBER OF PLANTS/SQ. FT.
5' O.C.	51.96"	0.04
4' O.C.	41.52"	0.07
36" O.C.	31.20"	0.12
30" O.C.	26.00"	0.18
24" O.C.	20.76"	0.28



C SHRUB PLANTING
SCALE: 1/2" = 1'-0"

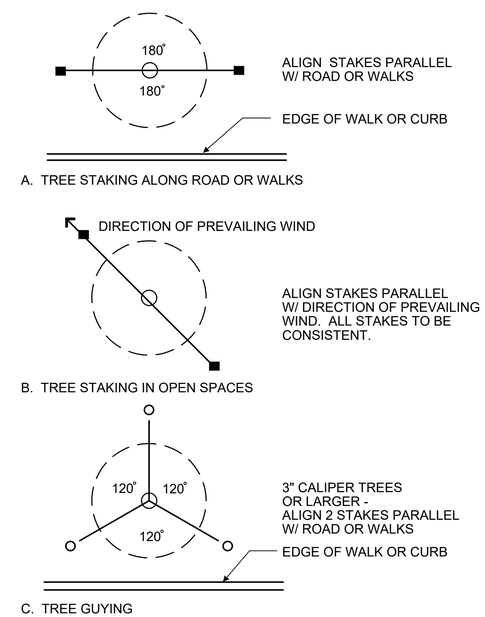
NOTES:
1. EXAMINE ENTIRE TREE AND REMOVE ALL NURSERY TAGS, ROPE, STRING, OR SURVEYORS TAPE TO PREVENT FUTURE GIRDLING.
2. ALL TREE PLANTING BEDS ARE TO BE CONTINUOUS, COMPLETELY DUG OUT AND BACKFILLED WITH THE PROPER PLANTING BED BACKFILL MATERIAL, REFER TO SOIL PREPARATION SPECIFICATION.
3. WIDTH OF TREE PIT SHALL BE 3 TIMES THE DIAMETER OF THE ROOT BALL, UNLESS TREE IS BEING PLANTED IN CONTINUOUS LANDSCAPE BEDS / PITS.



A TREE PLANTING
SCALE 1/4" = 1'-0"

NOTES:
1. REFER TO PLANTING PLAN FOR SPACING AND QUANTITIES.
2. ALL PLANTING BEDS ARE TO BE CONTINUOUS, COMPLETELY DUG OUT AND BACKFILLED WITH THE PROPER PLANTING BED BACKFILL MATERIAL, REFER TO SOIL PREPARATION SPECIFICATION.

D PERENNIAL PLANTING
N.T.S.



B TREE STAKING LAYOUT
NO SCALE

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME:	PLOT DATE: 02/18/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: M.K.WILLARD
DESIGNED BY: M.K.WILLARD	CHECKED BY: E.P.DETRICK
PLANTING DETAILS	SHEET 28 OF 48

TRAFFIC SIGN SUMMARY SHEET

MILE MARKER, STATION, OR SIGN NUMBER	SIGN LEGEND	SIGN DIMENSIONS EA	SIGN DIMENSIONS WIDTH (IN)	SIGN DIMENSIONS HEIGHT (IN)	NEW & SALVAGED SIGNS "A"	NEW & SALVAGED SIGNS "B"	NEW & SALVAGED SIGNS SALV SIGN	NEW & SALVAGED SIGNS SALV TIS	EXIST POST RETAIN	EXIST POST SALVAGE	NEW SIGN POSTS NO. OF POSTS	FLANGED CHANNEL LB/FT 1.12	FLANGED CHANNEL LB/FT 2.0	FLANGED CHANNEL LB/FT 3.0	SQUARE STEEL (IN) LB/FT 1.75 1.88	SQUARE STEEL (IN) LB/FT 2.0 2.42	SQUARE STEEL (IN) LB/FT 2.5 3.35	ANCHOR	SLEEVE	TUBULAR ALUMINUM Ø (IN) LB/FT 3.0 1.3	TUBULAR ALUMINUM Ø (IN) LB/FT 4.0 1.7	TUBULAR ALUMINUM Ø (IN) LB/FT 4.0 MOD 1.7	WOOD POST (LF) COLLAR	WOOD POST (LF) TYPE 1	WOOD POST (LF) TYPE 2	W-SHAPE STEEL FTG. SIZE 24"	W-SHAPE STEEL FTG. SIZE 30"	W-SHAPE STEEL WEIGHT	W-SHAPE STEEL POST SIZE	SIGN REFRAMED	REMARKS	SIGN DETAIL DETAIL ON SHEET NUMBER	SIGN DETAIL STD. SHEET NUMBER
OPTION ITEMS																																	
100+21, LT	STOP	1	18	18	2.25						1					X		X														R1-1 MOUNTED ON NEW POST		SHSM
AUSTIN DRIVE	Burlington Greenway	1	30	14	2.92						1					X+		X														MOUNTED ON NEW POST WOG	THIS SHEET	
												FT	FT	FT	FT	FT 25	FT		EA	LB	LB	LB		TYPE 1	TYPE 2							
	TOTALS				SF 5.17	SF	EA.	SF				FT			FT 25					LB			EA.	WOOD POSTS (FT)		EA.	EA.	LB				

FINAL POST LENGTHS ARE TO BE DETERMINED IN THE FIELD. POST SIZES ARE COMPUTED BASED ON INFORMATION FURNISHED ON THE STANDARD SHEETS AND THE ROADWAY, TRAFFIC & SAFETY DIVISION'S "SIGN POST DESIGN GUIDELINE."

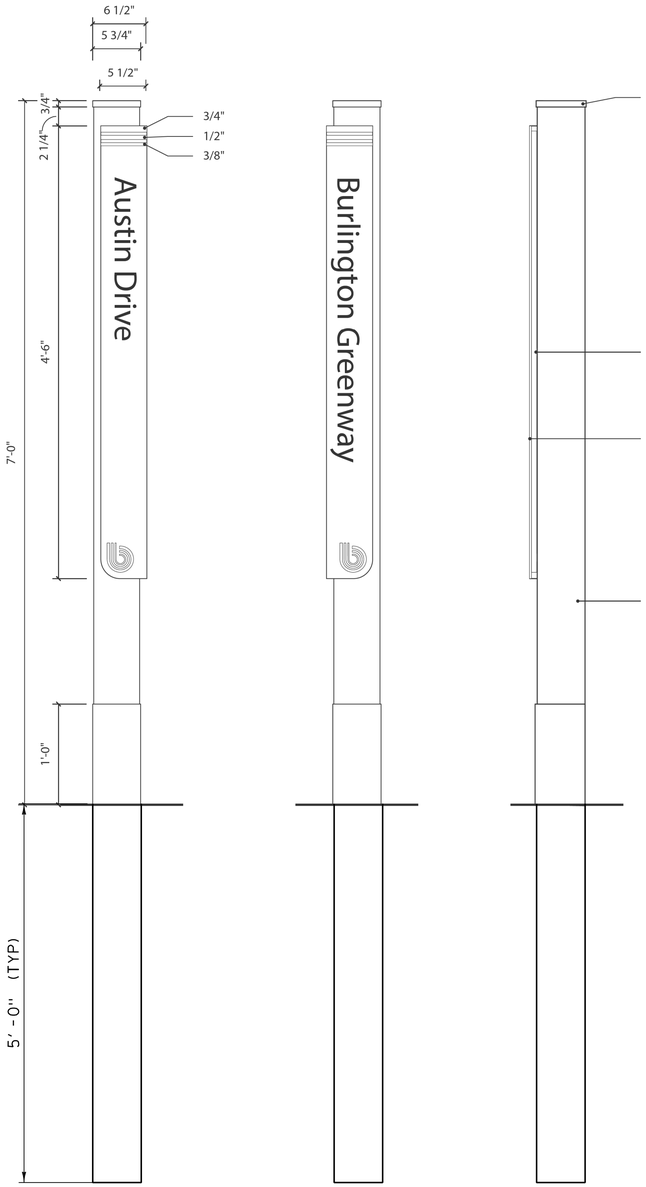
POST LENGTH AVERAGES 10 FEET

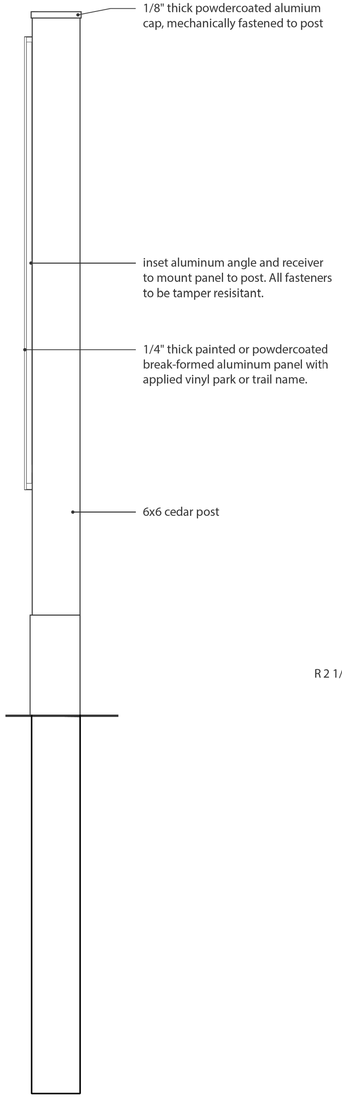
POST LENGTH WITH '+' AVERAGES 15 FEET

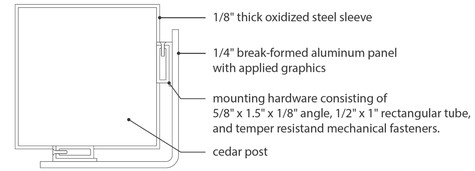
BOY = BLACK LEGEND ON YELLOW BACKGROUND - PLAQUE
BOW = BLACK LEGEND ON WHITE BACKGROUND - PLAQUE
GOW = GREEN LEGEND ON WHITE BACKGROUND - PLAQUE
ROW = RED LEGEND ON WHITE BACKGROUND - PLAQUE
WOB = WHITE LEGEND ON BLUE BACKGROUND - PLAQUE
WOG = WHITE LEGEND ON GREEN BACKGROUND
FYG = BLACK LEGEND ON FLUORESCENT YELLOW-GREEN BACKGROUND
SHSM = FHWA STANDARD HIGHWAY SIGNS AND MARKINGS BOOK (WITH 2012 SUPPLEMENT)

Panel Style: Street Name 4-3in.ssi
M.U.T.C.D.: 2009 Edition
(WOG)

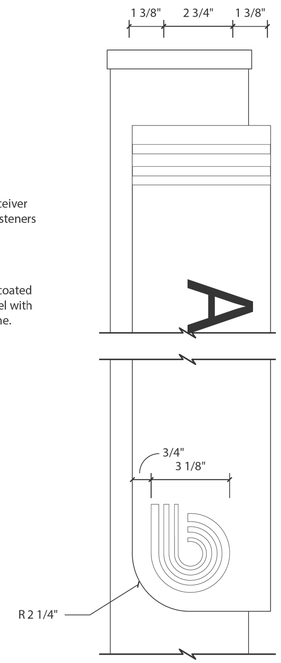
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109tss.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P. DETRICK	DRAWN BY: C.K. FORD
DESIGNED BY: C.K. FORD	CHECKED BY: E.P. DETRICK
TRAFFIC SIGN SUMMARY SHEET	SHEET 29 OF 48







4 Section
Scale: 3" = 1' - 0"



5 Graphic Detail
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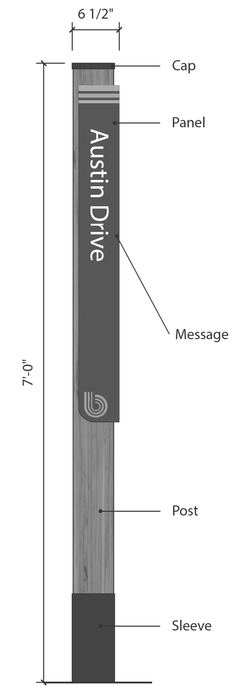
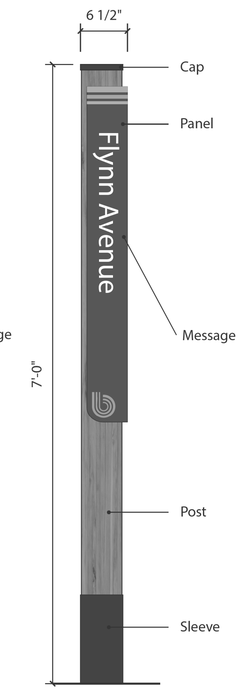
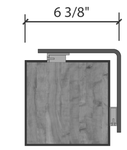


1A Side A
Scale: 3/4" = 1' - 0"



1B Side A
Scale: 3/4" = 1' - 0"

2 Side B
Scale: 3/4" = 1' - 0"



3 Top (Cap Removed)
Scale: 3/4" = 1' - 0"

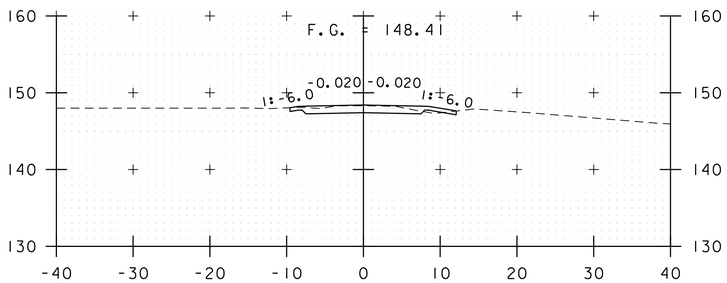
BIKE PATH IDENTIFICATION SIGN DETAILS

NOT TO SCALE

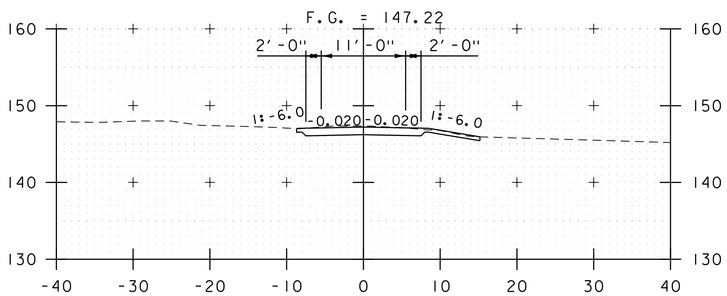
NOTES:

1. BIKE PATH IDENTIFICATION SIGNS MUST COMPLY WITH WAYFINDING GUIDELINES FOUND AT:
   https://enjoyburlington.com/resources/brand-wayfinding-guidelines/
2. TEXT STYLE TO BE TITLE CASE WITH FONT "IDEAL SANS MEDIUM".

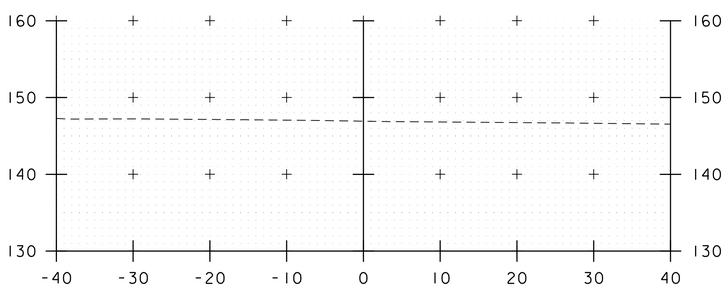
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109sign_det.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P. DETRICK	DRAWN BY: C.K. FORD
DESIGNED BY: C.K. FORD	CHECKED BY: E.P. DETRICK
SIGN DETAIL SHEET	SHEET 30 OF 48



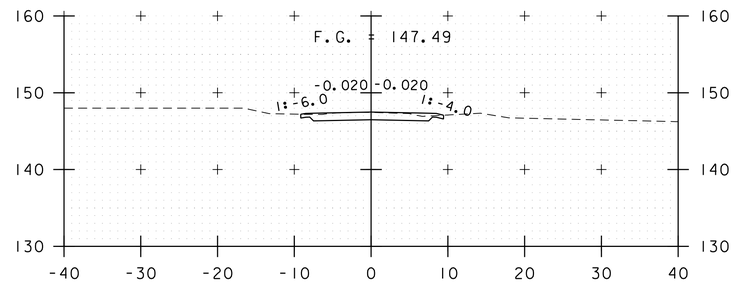
101+00



100+50



100+00



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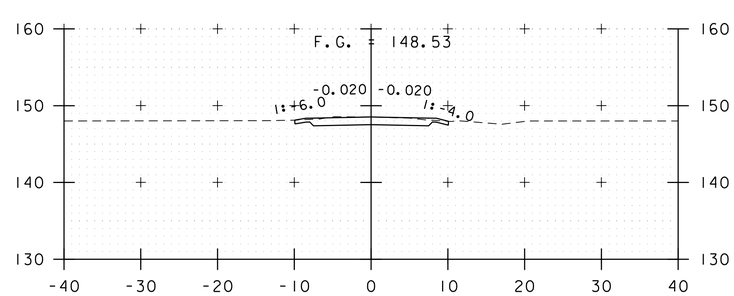
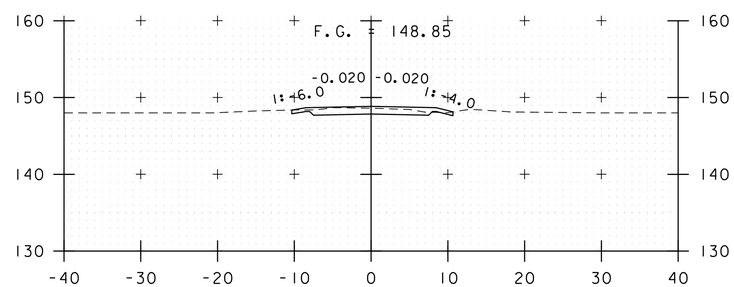
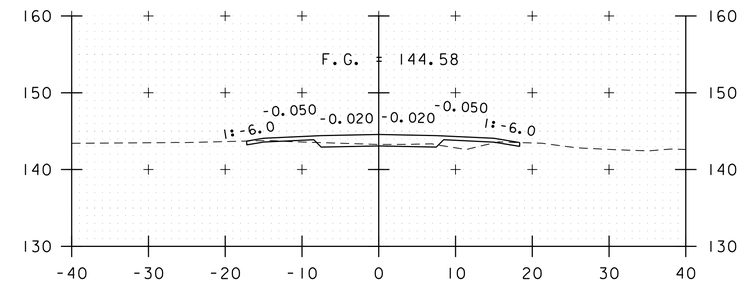


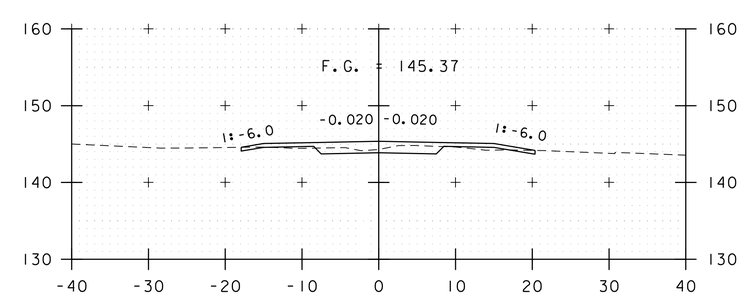
102+00



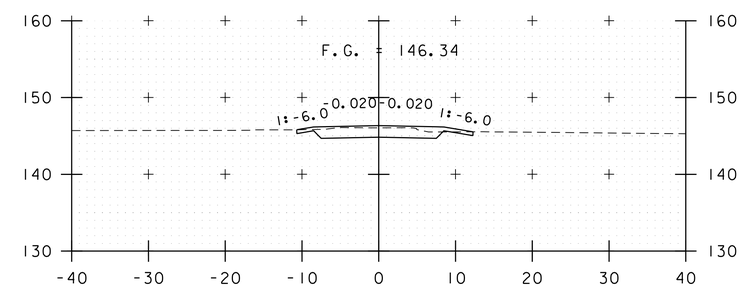
101+50



104+00

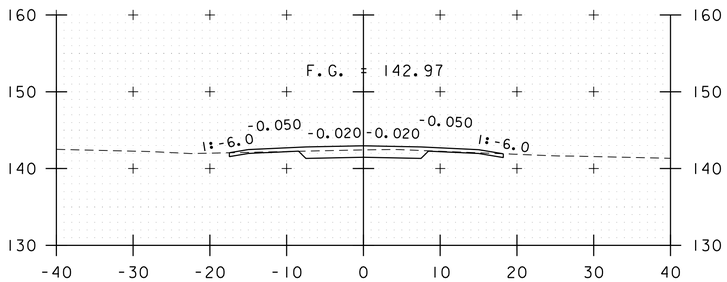


103+50

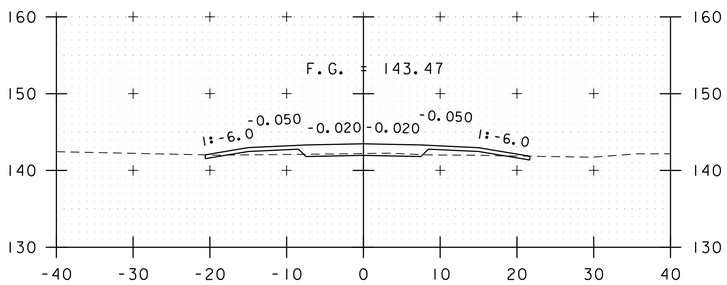


103+00

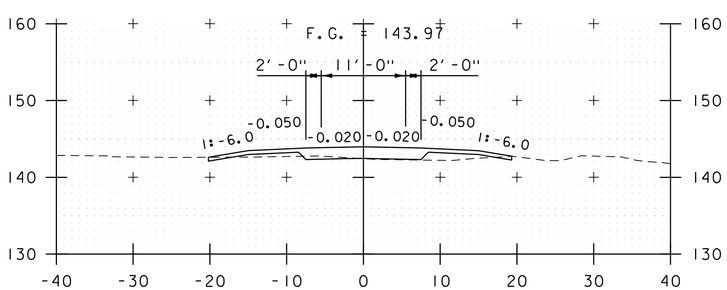
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109xs.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: B.M.ROBERTS
DESIGNED BY: B.M.ROBERTS	CHECKED BY: E.P.DETRICK
SECTION 1CROSS SECTIONS (1OF 7)	SHEET 31 OF 48



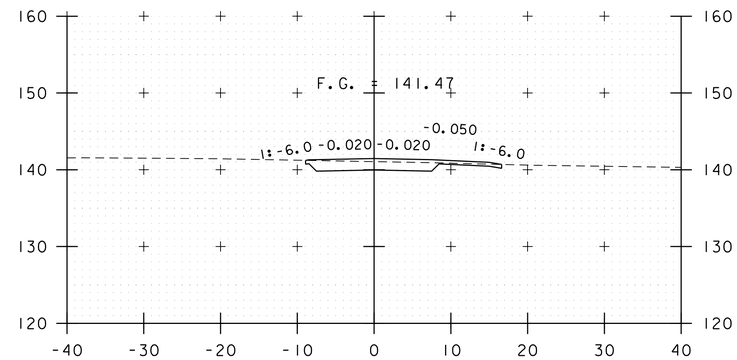
105+50



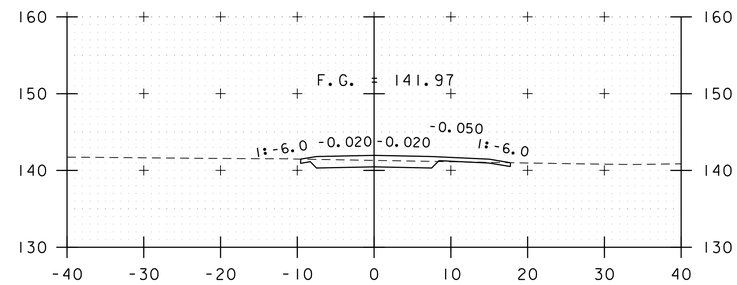
105+00



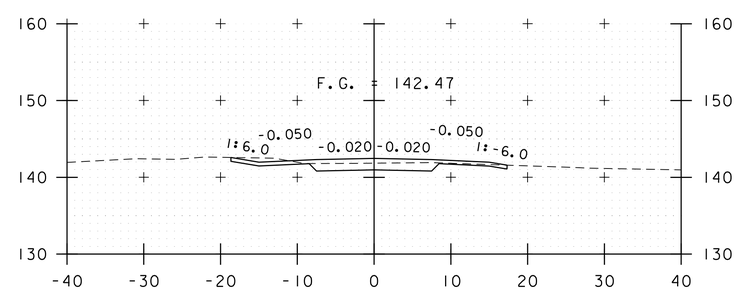
104+50



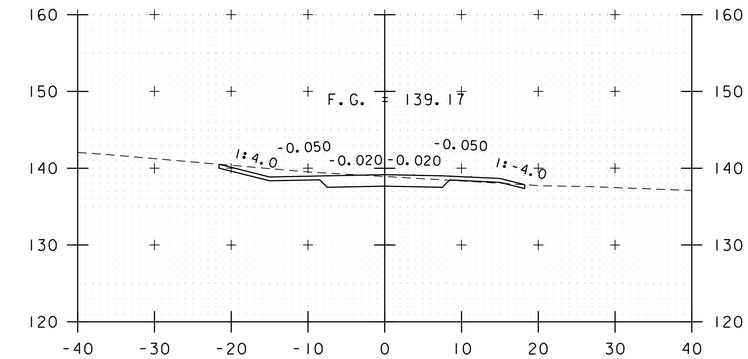
107+00



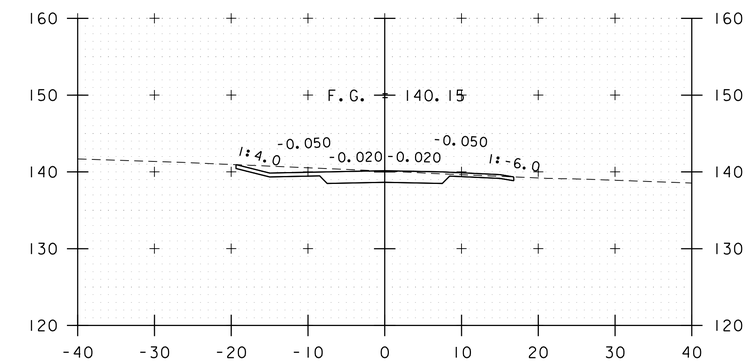
106+50



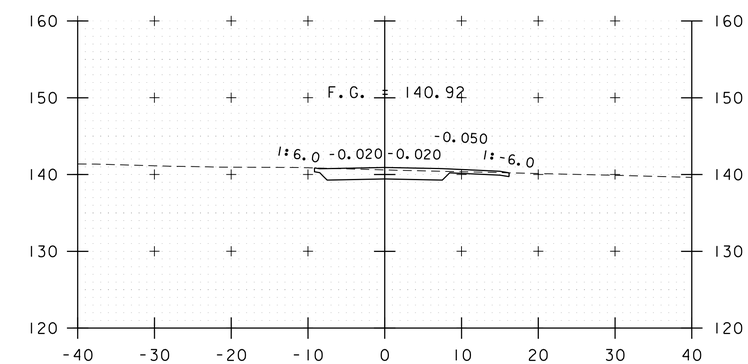
106+00



108+50

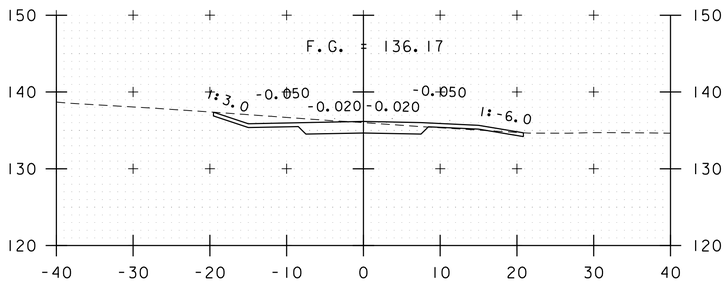


108+00

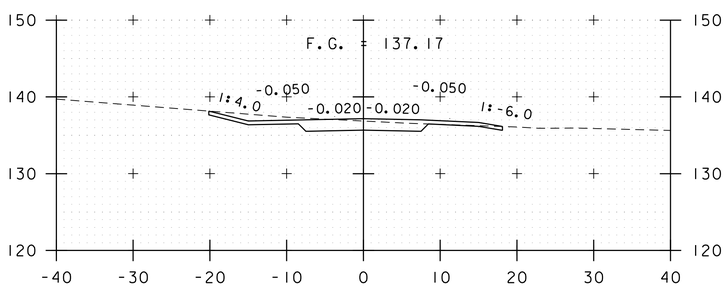


107+50

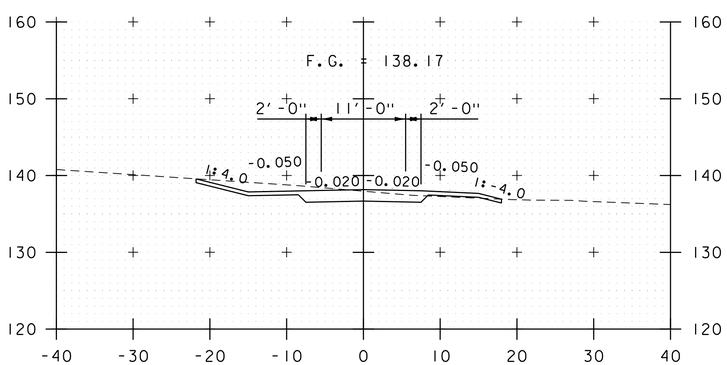
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109xs.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: B.M.ROBERTS
DESIGNED BY: B.M.ROBERTS	CHECKED BY: E.P.DETRICK
SECTION 1CROSS SECTIONS (2 OF 7)	SHEET 32 OF 48



110+00



109+50



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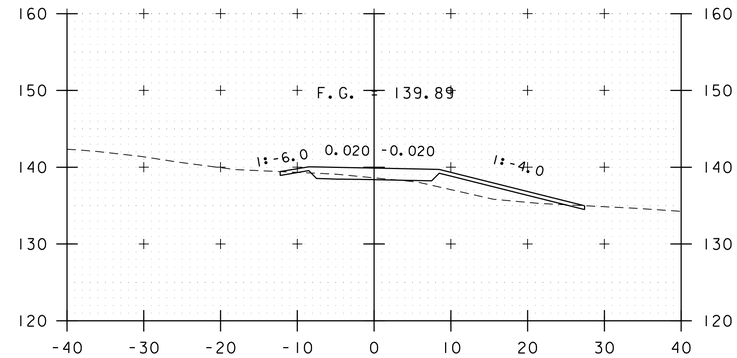
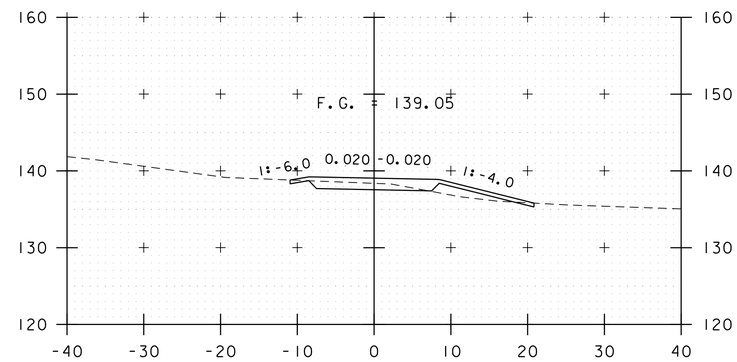
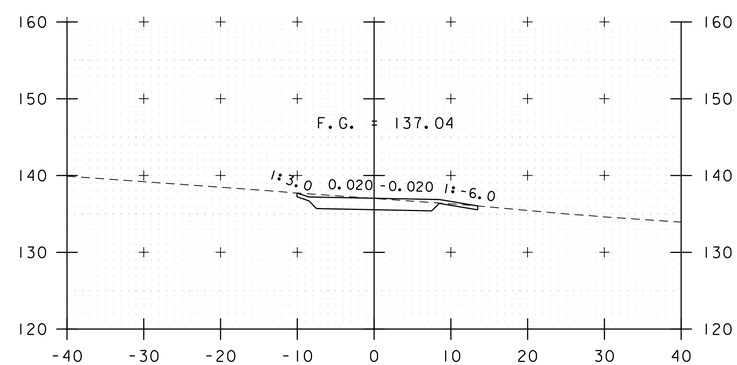


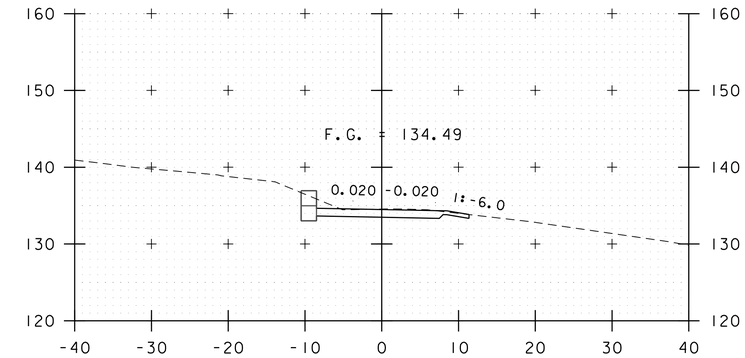
111+50



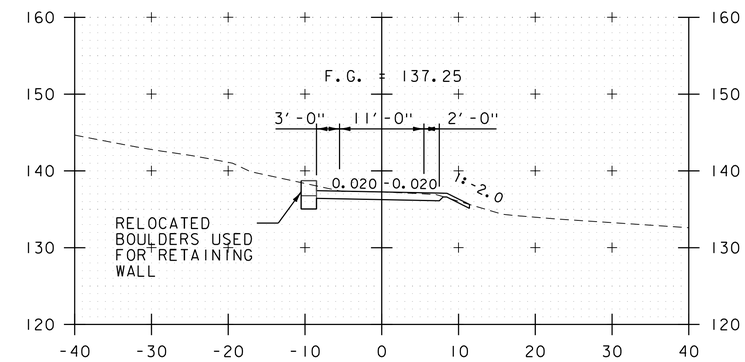
111+00



110+50



113+00



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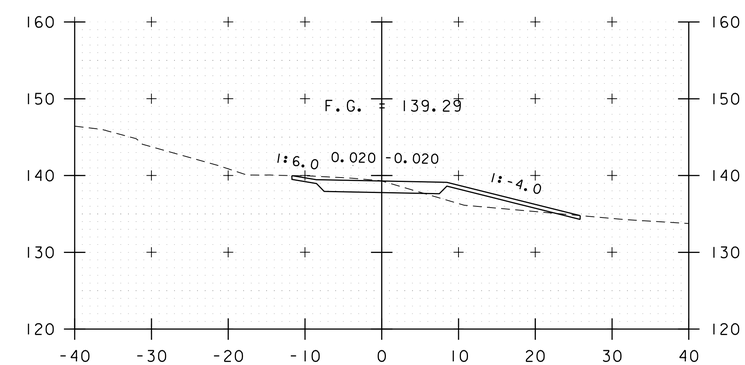
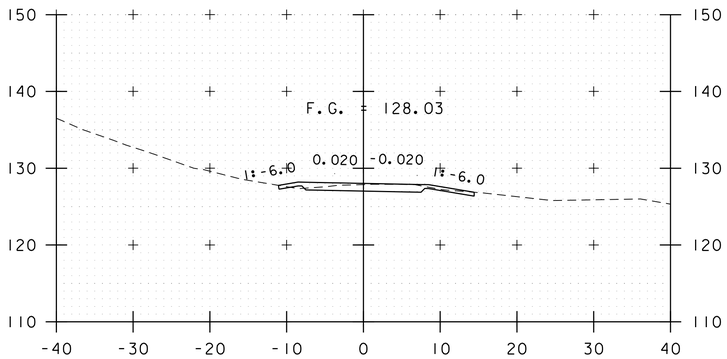


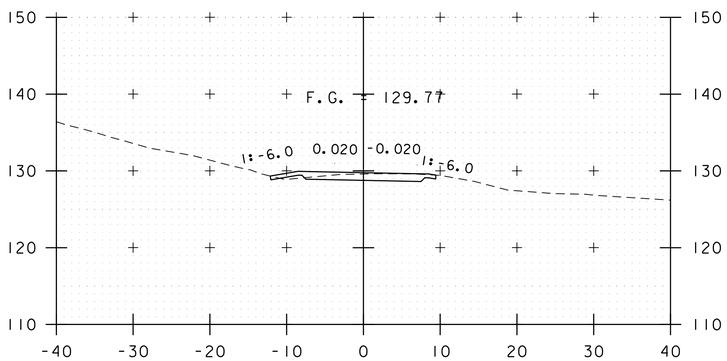
112+00

PROJECT NAME:	BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER:	58109.01

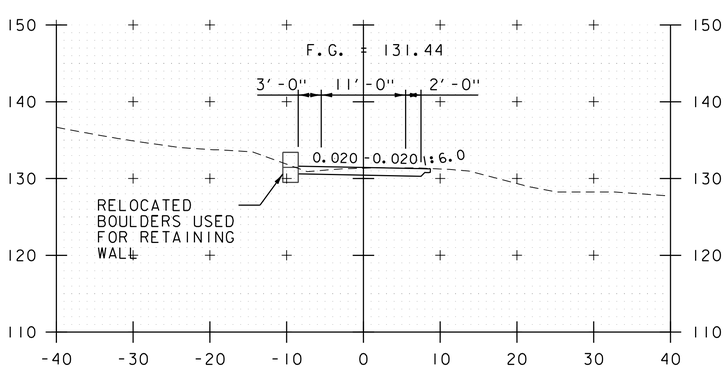
FILE NAME: 58109xs.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: B.M.ROBERTS
DESIGNED BY: B.M.ROBERTS	CHECKED BY: E.P.DETRICK
SECTION 1CROSS SECTIONS (3 OF 7)	SHEET 33 OF 48



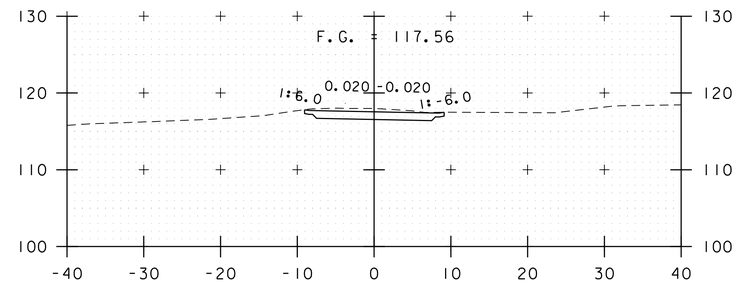
114+00



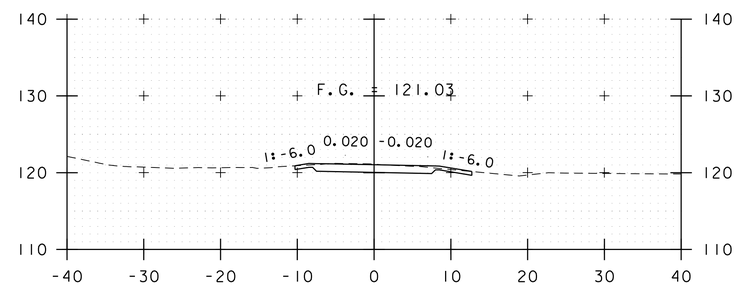
113+75



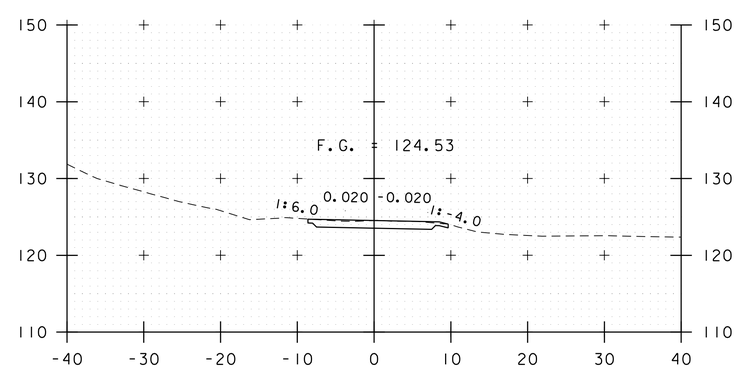
113+50



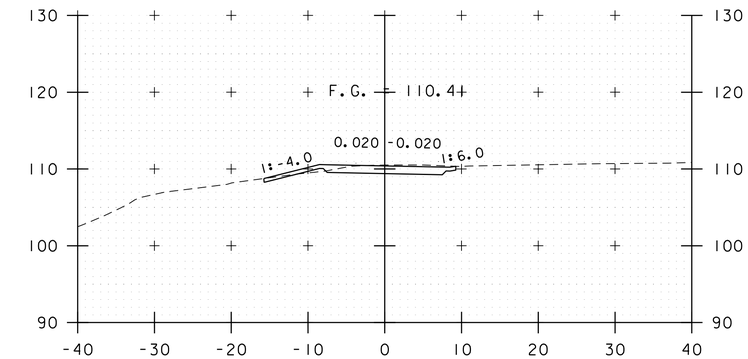
115+50



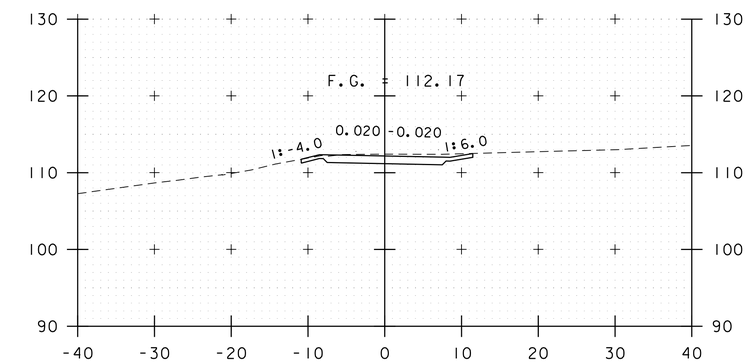
115+00



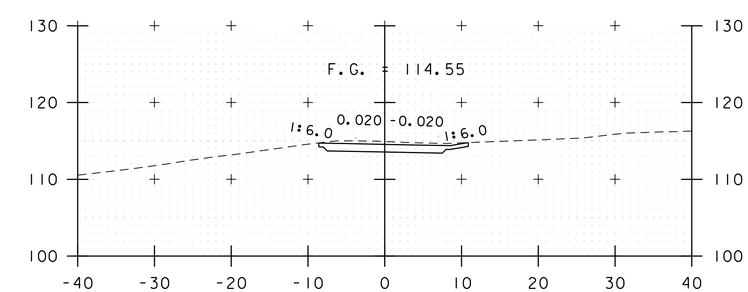
114+50



117+00

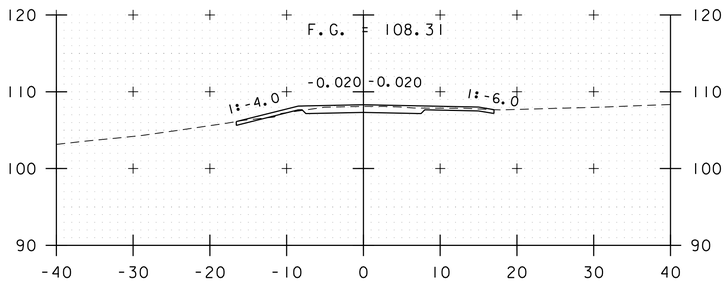


116+50



116+00

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109xs.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: B.M.ROBERTS
DESIGNED BY: B.M.ROBERTS	CHECKED BY: E.P.DETRICK
SECTION 1CROSS SECTIONS (4 OF 7)	SHEET 34 OF 48



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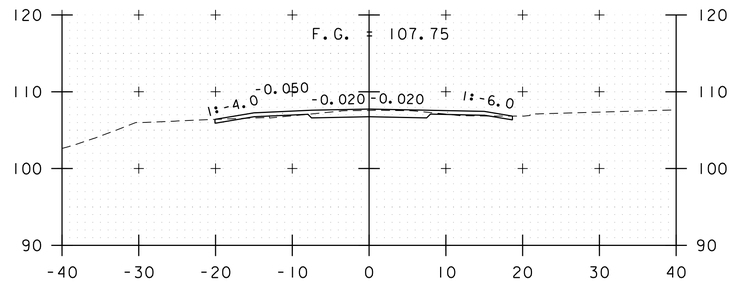

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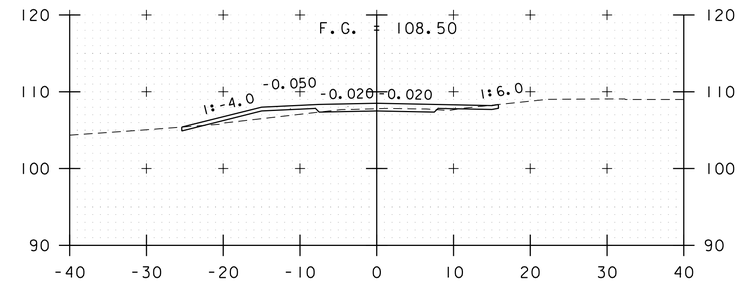

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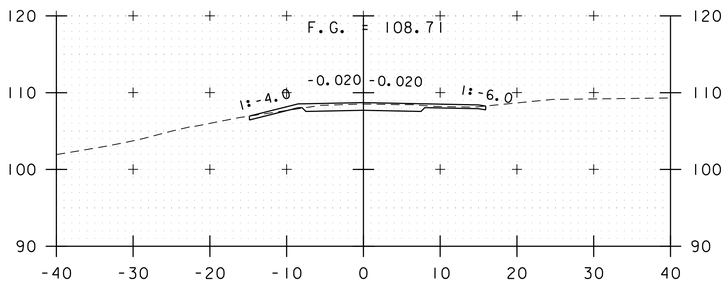

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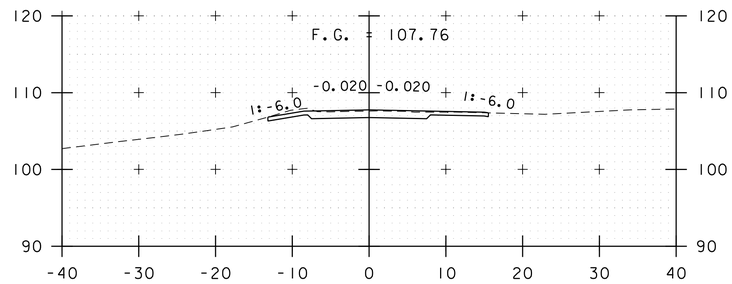

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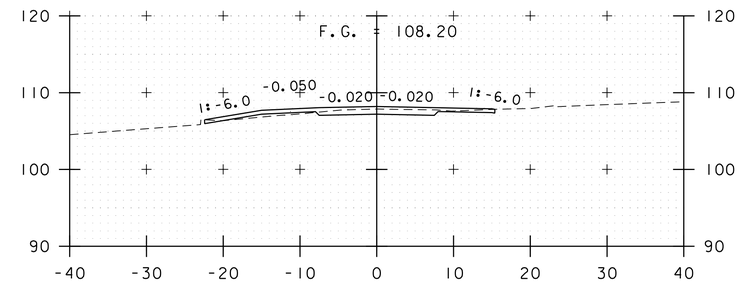

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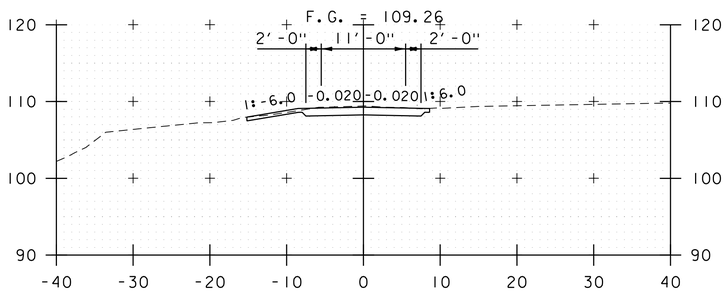

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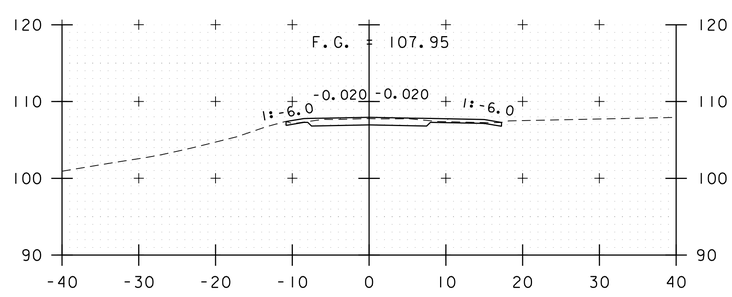

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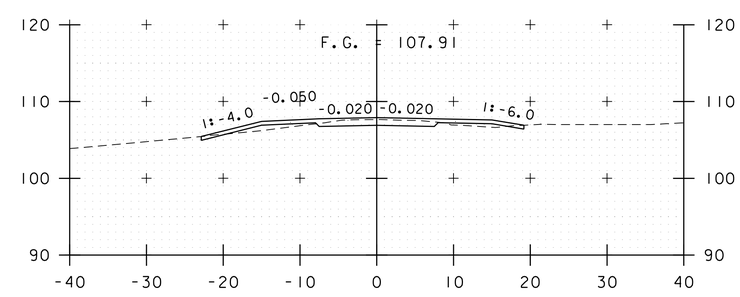

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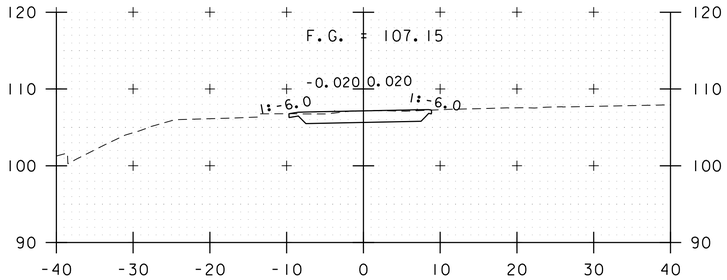
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109xs.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: B.M.ROBERTS
DESIGNED BY: B.M.ROBERTS	CHECKED BY: E.P.DETRICK
SECTION 1CROSS SECTIONS (5 OF 7)	SHEET 35 OF 48



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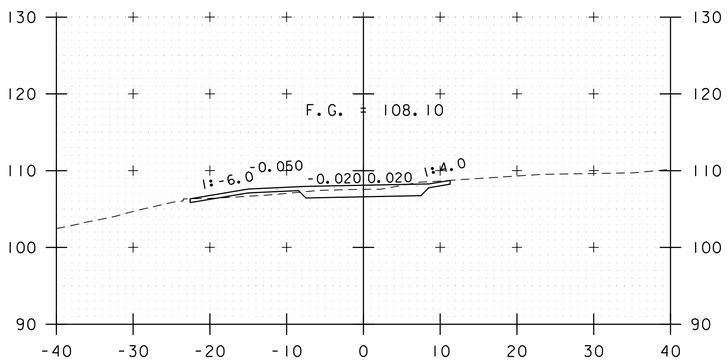

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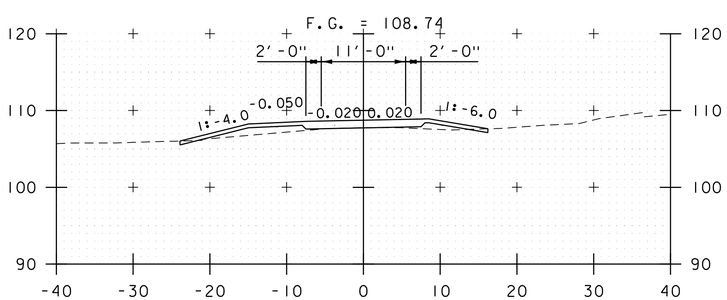

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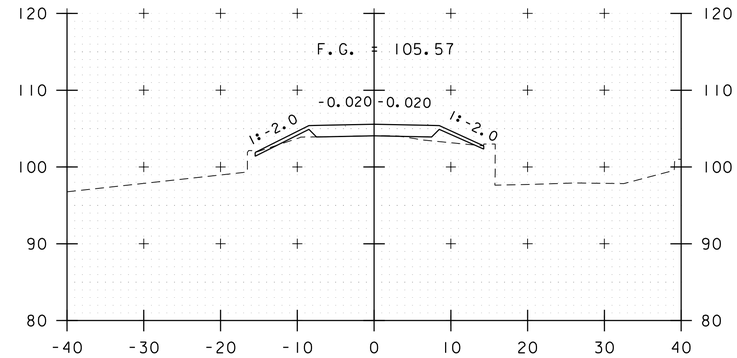

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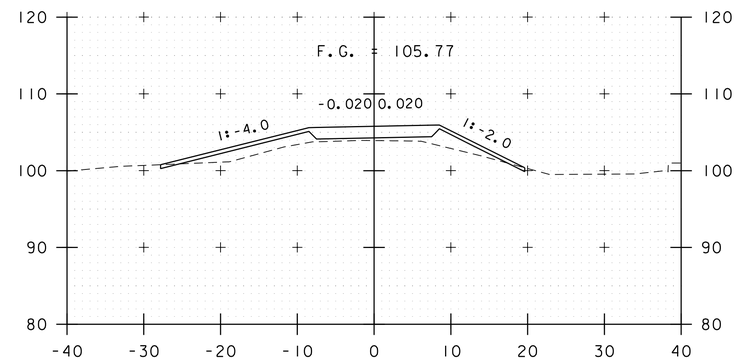

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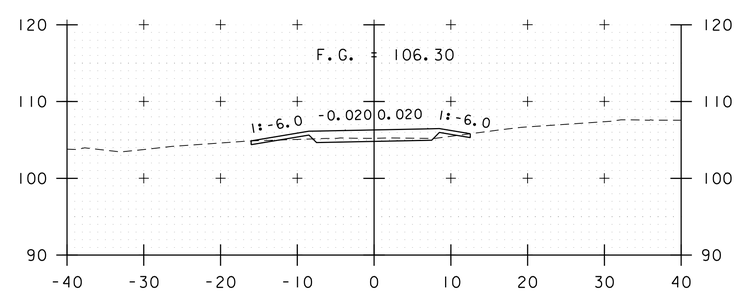

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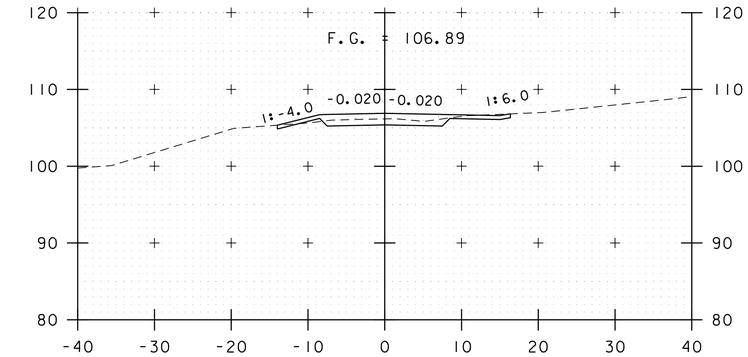

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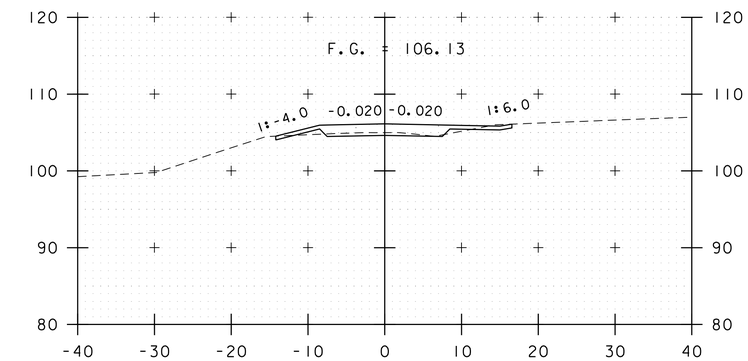

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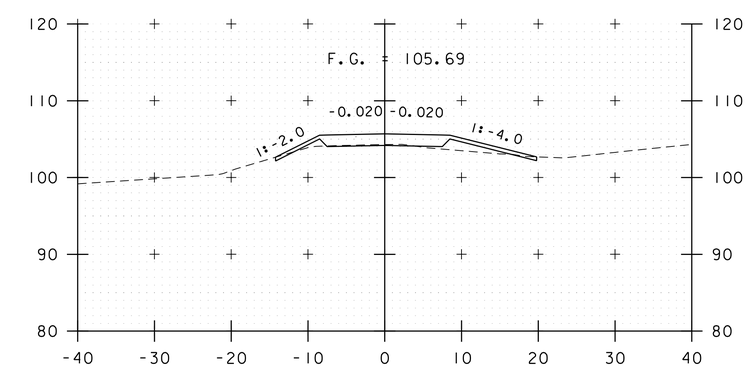

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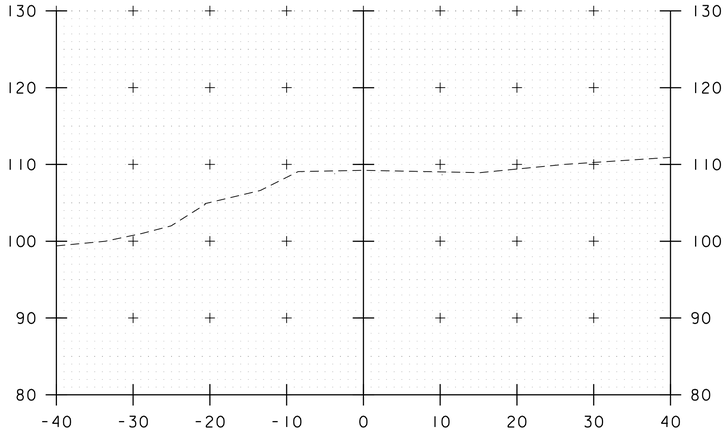
PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109xs.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: B.M.ROBERTS
DESIGNED BY: B.M.ROBERTS	CHECKED BY: E.P.DETRICK
SECTION 1CROSS SECTIONS (6 OF 7)	SHEET 36 OF 48



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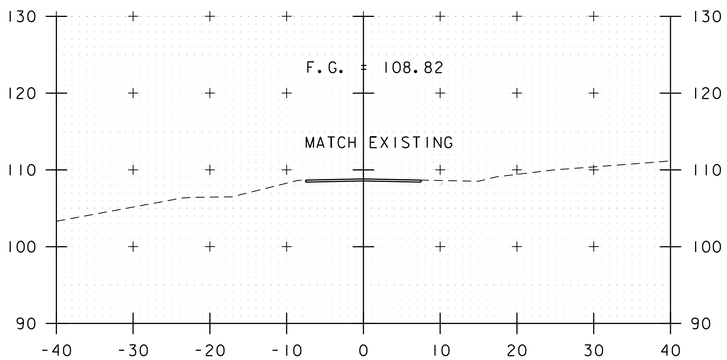

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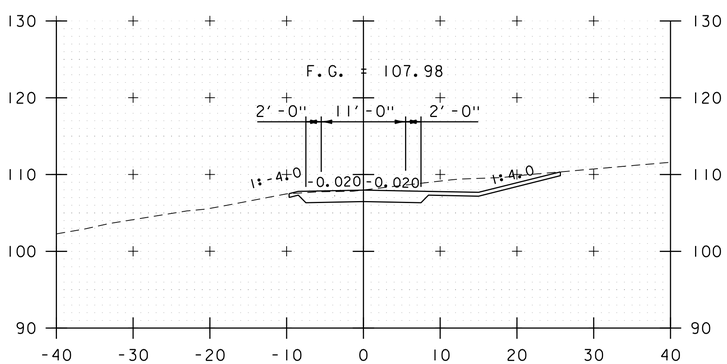

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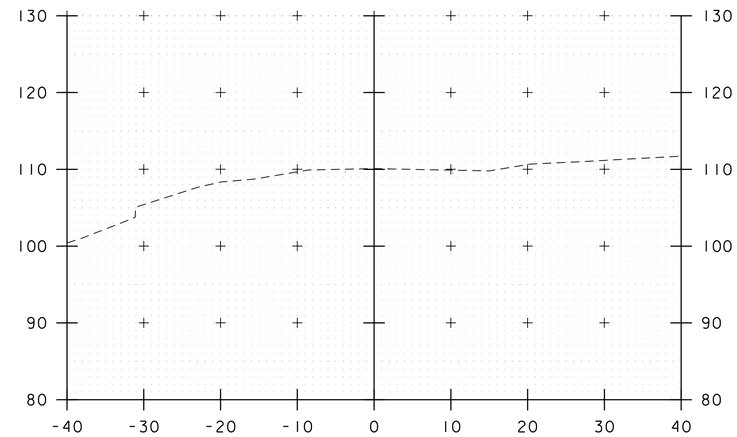

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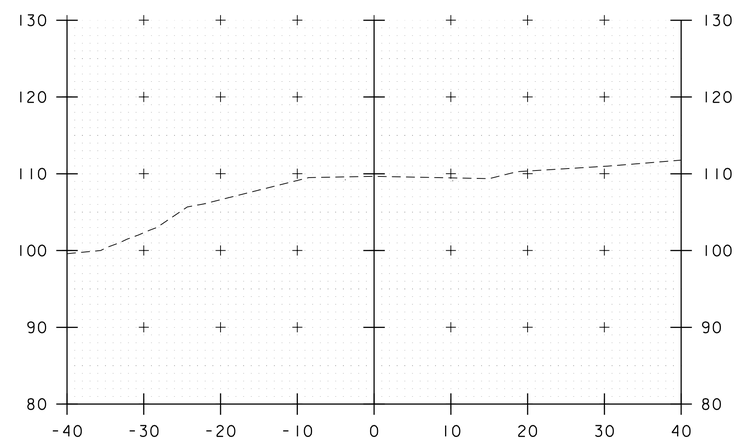

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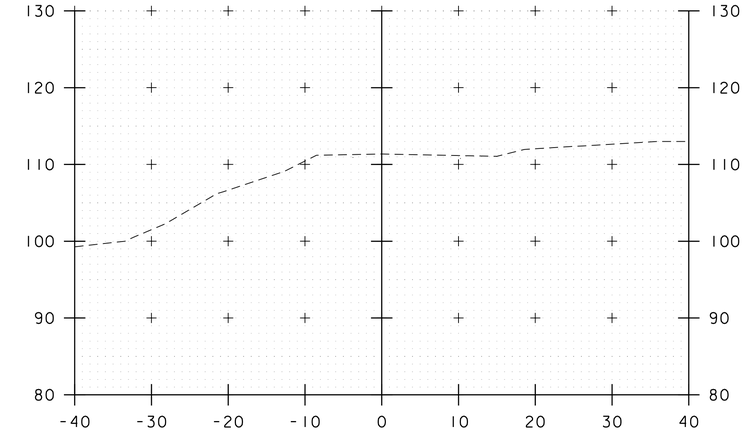

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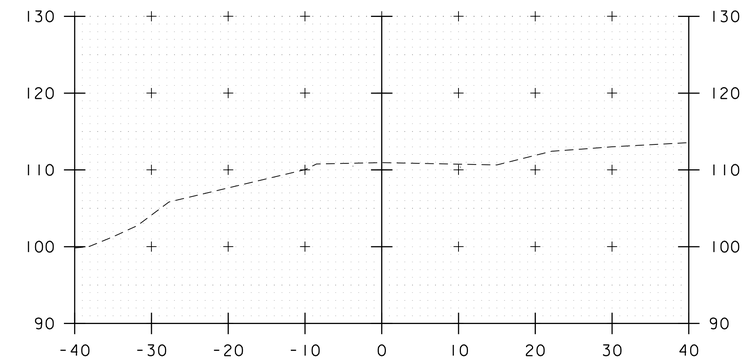

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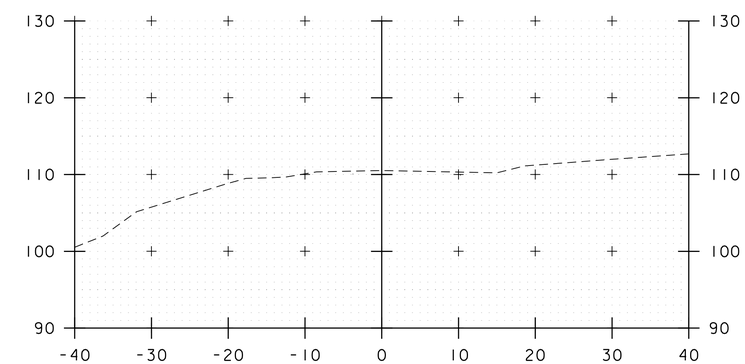

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PROJECT NAME:	BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER:	58109.01

FILE NAME: 58109xs.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: B.M.ROBERTS
DESIGNED BY: B.M.ROBERTS	CHECKED BY: E.P.DETRICK
SECTION 1CROSS SECTIONS (7 OF 7)	SHEET 37 OF 48

EROSION CONTROL NARRATIVE

1. PROJECT DESCRIPTION

THIS PROJECT INVOLVES THE REMOVAL OF EXISTING PAVEMENT ON THE BURLINGTON BIKE PATH BETWEEN AUSTIN DRIVE AND BLANCHARD BEACH; THE WIDENING AND REPAVING OF THE PATH; INSTALLATION OF PAVEMENT MARKINGS, SIGNS, AND CONCRETE SIDEWALK RAMPS; THE RECONFIGURATION OF THE FLYNN AVENUE INTERSECTION; AND THE CONSTRUCTION OF STORMWATER DISCONNECTION TREATMENT AREAS.

2. AREA OF TOTAL DISTURBANCE

AS SHOWN ON THE ATTACHED EPSC PLAN THE TOTAL PROJECT AREA OF DISTURBANCE IS APPROXIMATELY **2.98 ACRES**.

AREA OF DISTURBANCE INCLUDES LIMITS OF EARTH DISTURBANCE WITHIN THE PROJECT AREA. A SPECIFIC STAGING AREA IS NOT ANTICIPATED FOR THIS PROJECT. STAGING IS ANTICIPATED TO OCCUR WITHIN PERMITTED PROJECT LIMITS BASED ON THE CURRENT PHASE OF CONSTRUCTION. THE PROJECT LIMITS ARE SHOWN ON THE ATTACHED EPSC PLAN.

SUPPORT ACTIVITIES OUTSIDE THE APPROVED PROJECT BOUNDARIES (I.E., WASTE OR BORROW AREAS, STAGING AREAS) ARE NOT INCLUDED IN THE TOTAL ABOVE AND, IF REQUIRED, SHALL OBTAIN COVERAGE BY AMENDING THE PERMIT OR BY OBTAINING COVERAGE UNDER A DIFFERENT PERMIT.

3. SEQUENCE OF MAJOR PROJECT COMPONENTS

THE CONTRACTOR SHALL SEQUENCE CONSTRUCTION ACTIVITIES TO MINIMIZE, TO THE GREATEST EXTENT POSSIBLE, DISTURBED SOIL LEFT OPEN TO EROSION AT ANY GIVEN TIME. TOTAL EARTH DISTURBANCE AT ANY ONE TIME THROUGHOUT THE SITE SHALL BE LIMITED TO **2 ACRES** OR LESS. ALL EARTH DISTURBANCE SHALL BE TEMPORARILY STABILIZED WITHIN **7 CALENDAR DAYS**. IT IS ANTICIPATED THAT THIS PROJECT WILL LAST ONE CONSTRUCTION SEASON.

4. STABILIZATION OF EXPOSED SOILS

THE MAXIMUM AREA OF CONCURRENT EARTH DISTURBANCE IS **2 ACRES**, WHILE IMPLEMENTING THE PERMITTED EPSC PLAN TO MINIMIZE POTENTIAL FOR EROSION AND SEDIMENT TRANSPORT ASSOCIATED WITH OPEN AREAS. THE TOTAL DURATION OF EXPOSED SOIL WILL BE **7 DAYS** FROM INITIAL DISTURBANCE, WHILE IMPLEMENTING THE PERMITTED EPSC PLAN TO TEMPORARILY OR PERMANENTLY STABILIZE AREAS AS SOON AS PRACTICABLE.

- SEED AND MULCH WILL BE USED FOR BOTH PERMANENT AND TEMPORARY STABILIZATION MEASURES. ROLLED EROSION CONTROL PRODUCT (RECP) WILL BE USED IN PLACE OF MULCH FOR SLOPES GREATER THAN 1V:3H. MULCH IS TO BE APPLIED AT A MINIMUM APPLICATION RATE SHOWN IN TURF ESTABLISHMENT DETAIL, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
- DISTURBED AREAS AND SOIL STOCKPILES THAT WILL NOT BE WORKED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY STABILIZED WITH SEED AND MULCH/RECP WITHIN 48 HOURS.
- EXPOSED AREAS THAT HAVE ACHIEVED FINAL GRADE SHALL BE PERMANENTLY STABILIZED WITHIN 48 HOURS.
- IN AREAS WHERE VEGETATIVE COVER WILL PROVIDE PERMANENT STABILIZATION, SEEDING TO BE COMPLETED BETWEEN APRIL 15 AND SEPTEMBER 15.
- SLOPES GREATER THAN 2H:1V SHALL BE TREATED WITH STONE FILL, TYPE I.

5. VEGETATED BUFFERS

THE VEGETATION IN THE PROJECT AREA CONSISTS OF GRASSED SLOPES WITH MINIMAL TREE COVERAGE. THE IMPACT TO VEGETATION WILL BE LIMITED TO THAT WHICH IS DIRECTLY AFFECTED BY THE RECONSTRUCTION AND WIDENING OF THE PATH AND EXTENDING SLOPES AS REQUIRED. DISTURBED VEGETATION WILL BE RESTABLISHED WITH STANDARD SEED AND MULCH PRACTICES. STRAW MULCH SHALL BE USED IN WETLAND, WETLAND BUFFER AREAS AND GRAVEL WETLANDS.

6. DRAINAGE AREAS AND RECEIVING WATERS

THE PROJECT SITE IS LOCATED IN THE UPPER LAKE CHAMPLAIN WATERSHED. THE PROJECT DRAINS VIA DIRECT CONVEYANCE TO LAKE CHAMPLAIN.

THE PROJECT AREA HAS BEEN DIVIDED INTO 1 DRAINAGE AREA. DISTURBANCE AND SOIL TYPE PER DRAINAGE AREA IS SUMMARIZED BELOW.

DRAINAGE AREA	SOIL TYPE	NRCS ERODIBILITY (K-VALUE)	AREA OF DISTURBANCE (ACRES)
1	FARMINGTON EXTREMELY ROCKY LOAM, 5-20% SLOPES	0.28	1.661
	COVINGTON SILTY CLAY	0.49	0.112
	VERGENNES CLAY, 2-6% SLOPES	0.49	0.890
	ALLUVIAL LAND	0.10	0.311
	WATER	-	0.003

7. WASTE, BORROW, AND STAGING AREAS

- A SPECIFIC STAGING AREA IS NOT ANTICIPATED FOR THIS PROJECT. STAGING IS ANTICIPATED TO OCCUR WITHIN PERMITTED PROJECT LIMITS BASED ON THE CURRENT PHASE OF CONSTRUCTION.
- WASTE MATERIAL AND EXCESS SOIL NOT ABLE TO BE USED ON-SITE SHALL BE DISPOSED OF AT AN OFF-SITE LOCATION IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND STATUES. ALL EROSION PREVENTION AND SEDIMENT CONTROL MEASURES NECESSARY FOR WASTE, BORROW, AND STAGING AREAS OUTSIDE THE PROJECT LIMITS SHALL BE PAID FOR PER 105.29 OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- LOCATE ADDITIONAL AREAS FOR DISPOSAL OF STUMPS, EXCESS SOILS AND COLLECTED SEDIMENT, IF NECESSARY. DISPOSE OF THESE MATERIALS IN A MANNER THAT WILL NOT RESULT IN SEDIMENTS ENTERING WATERS OF THE STATE.
- DISPOSAL SITES REQUIRE RELATIVELY LEVEL TERRAIN WITH AN ISOLATION DISTANCE OF AT LEAST 100 FEET FROM ANY SURFACE WATERS, INCLUDING WETLANDS.
- VEHICLE AND EQUIPMENT STORAGE AREAS OR AREAS ADJACENT TO CONSTRUCTION TRAILERS OR OTHER HIGH TRAFFIC AREAS SHALL BE COVERED WITH GEOTEXTILE FABRIC AND 1 FT OF GRAVEL. FOLLOWING COMPLETION OF CONSTRUCTION, ALL NON-NATIVE MATERIALS SHALL BE REMOVED FROM THE STAGING AREA. COMPACTED, RUTTED, OR OTHERWISE DISTURBED SOILS SHALL BE TILLED, RAKED, SEEDED AND MULCHED.
- ERODIBLE MATERIALS STOCKPILED WITHIN THE MATERIAL STORAGE AREAS SHALL BE ISOLATED WITH SILT FENCE OR OTHER ACCEPTABLE SEDIMENT BARRIER. SOIL STOCKPILED ON THE SITE SHALL BE SEEDED AND MULCHED.

8. WINTER CONSTRUCTION REQUIREMENTS

IN THE EVENT THAT CONSTRUCTION ACTIVITIES CONTINUE INTO THE WINTER CONSTRUCTION SEASON (OCTOBER 15 – APRIL 15), DEPENDING ON ACTUAL FIELD AND WEATHER CONDITIONS THE CONTRACTOR SHALL FOLLOW REQUIREMENTS FOR WINTER CONSTRUCTION, AS DEFINED IN SPECIFIC PERMIT CONDITIONS AND AS FOLLOWS:

- ENLARGED ACCESS POINTS, STABILIZED TO PROVIDE FOR SNOW STOCKPILING.
- LIMITS OF DISTURBANCE MOVED OR REPLACED TO REFLECT BOUNDARY OF WINTER WORK.
- DEVELOPMENT OF A SNOW MANAGEMENT PLAN THAT INCLUDES:
  - ADEQUATE STORAGE AND CONTROL OF MELT-WATER
  - STORAGE OF CLEARED SNOW TO BE PLACED DOWN SLOPE OF DISTURBED AREAS AND OUT OF STORMWATER TREATMENT STRUCTURES
- A MINIMUM 25-FOOT BUFFER SHALL BE MAINTAINED FROM PERIMETER CONTROLS.
- IN AREAS OF DISTURBANCE WITHIN 100 FEET OF A RECEIVING WATER, SILT FENCE SHALL BE REINFORCED OR ELSE REPLACED WITH PERIMETER DIKES, SWALES, OR OTHER PRACTICES RESISTANT TO THE FORCES OF SNOW LOADS.
- DRAINAGE STRUCTURES MUST BE KEPT OPEN AND FREE OF SNOW AND ICE DAMS.
- SILT FENCE AND OTHER PRACTICES REQUIRING EARTH DISTURBANCE MUST BE INSTALLED AHEAD OF FROZEN GROUND.
- MULCH TO BE APPLIED AT TWICE THE REGULAR RATE OR MINIMUM 3-INCH COVER, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
- AREAS OF DISTURBED SOILS MUST BE STABILIZED AT THE END OF EACH WORK DAY, WITH THE FOLLOWING EXCEPTIONS:
  - IF NO PRECIPITATION WITHIN 24 HOURS IS FORECAST AND WORK WILL RESUME IN THE SAME AREA WITHIN 24 HOURS.
  - DISTURBED AREAS THAT COLLECT AND RETAIN RUNOFF, SUCH AS OPEN UTILITY TRENCHES, MUST BE STABILIZED AT THE END OF EACH WORK WEEK.
- PRIOR TO STABILIZATION, SNOW OR ICE MUST BE REMOVED TO LESS THAN 25MM (1-INCH) THICKNESS.
- STONE STABILIZATION, 10 – 20 FEET WIDE IN AREAS WHERE CONSTRUCTION VEHICLE TRAFFIC IS ANTICIPATED

CONTRACTOR RESPONSIBILITIES, LIMITATIONS & PROHIBITIONS

1. GENERAL NOTES

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AMEND/UPDATE ALL PLANS AND EXISTING PERMITS WHEN ADDING DETAILED CONSTRUCTION PHASING OR ANYTHING ELSE THAT MAY DEVIATE FROM THE APPROVED PLANS AS DIRECTED BY THE RESIDENT ENGINEER.
- OTHER THAN THOSE SHOWN ON THE PLANS ALL LAND DISTURBANCES WITHIN 50 FEET OF ALL WATER BODIES, MEASURED FROM THE TOP OF BANK, AND WETLANDS, ARE PROHIBITED WITHOUT FURTHER REGULATORY REVIEW.
- CONTRACTOR TO MAINTAIN ALL EXISTING STREAMS AND RIPARIAN BUFFER ZONES IN THEIR NATURAL CONDITION.
- OFF-SITE DISCHARGES OF ANY MATERIAL OTHER THAN STORMWATER, SUCH AS VEHICLE AND EQUIPMENT MAINTENANCE SPILLS, FUELS, WASH WATER, CONSTRUCTION DEBRIS, OIL, WET CONCRETE (INCLUDING WASHOUT WATER FROM CONCRETE BATCH TRUCKS OR EQUIPMENT USED TO MIX CONCRETE), AND OTHER SUBSTANCES, ARE PROHIBITED.
- THE FAILURE TO PROMPTLY ABATE THE DISCHARGE OF SEDIMENT OR ANY OTHER WASTE WHICH CAUSES A VISIBLE DISCOLORATION OF SURFACE WATERS (INCLUDING WETLANDS), OR IS FOUND TO BE VIOLATING WATER QUALITY STANDARDS BASED ON MONITORING, IS PROHIBITED. ANY CORRECTIVE ACTION UNDERTAKEN TO REMOVE SEDIMENT FROM A WETLAND IS ALSO PROHIBITED.
- WEATHER CONDITIONS WILL BE MONITORED DURING THE CONSTRUCTION SEASON. IF AN EXTENDED RAIN PERIOD OR HEAVY RAIN IS PREDICTED, EXPOSED SOIL AREAS WILL BE MULCHED PRIOR TO AND DAILY DURING THE RAIN EVENT. IF DETERMINED NECESSARY BY THE RESIDENT ENGINEER, WORK MAY BE SUSPENDED OR LIMITED DURING THE STORM.

2. EPSC PLAN

THE EPSC PLAN HAS BEEN PREPARED USING GENERAL PERMIT 3-9020, PART 4.1(C) AND APPENDIX B OF THE GENERAL PERMIT 3-9020 AS GUIDANCE IN PREPARING THE PLAN. THE FOLLOWING SECTIONS ADDRESS REQUIRED EPSC PLAN NARRATIVE ELEMENTS IN THE ORDER THAT THEY ARE PRESENTED IN APPENDIX B OF GENERAL PERMIT 3-9020.

- THE NAME AND DAYTIME PHONE NUMBER OF THE OSPC SHALL BE PROVIDED IN WRITING TO VT DEC PRIOR TO THE START OF CONSTRUCTION.
- THE NOTICE OF AUTHORIZATION (NOA) ISSUED BY VT DEC SHALL BE POSTED IN A LOCATION THAT IS VISIBLE TO THE PUBLIC (E.G., NEAR THE CONSTRUCTION ENTRANCE).
- A COPY OF THE EPSC PLAN SHALL BE MAINTAINED ON-SITE DURING NORMAL WORKING HOURS FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE OF FINAL STABILIZATION. THE EPSC PLAN SHALL BE MADE AVAILABLE TO VT DEC UPON REQUEST
- EXISTING VEGETATION SHALL BE PROTECTED AND MAINTAINED TO THE EXTENT PRACTICABLE.
- A VEGETATED BUFFER SHALL BE MAINTAINED FOR WATER RESOURCES (E.G., WETLANDS AND STREAMS) TO THE EXTENT PRACTICABLE.
- TO THE EXTENT PRACTICABLE, SURFACE FLOW SHALL BE DIVERTED AWAY FROM EXPOSED SOILS AND WATER RESOURCES.
- RESOURCE AREAS (E.G. STREAMS) WITHIN THE PROJECT AREA SHALL BE FLAGGED PRIOR TO ANY CONSTRUCTION RELATED ACTIVITIES OCCURRING WITHIN CLOSE PROXIMITY TO THOSE AREAS.
- EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH A SEDIMENT TRAPPING DEVICE AND DISCHARGED IN A MANNER THAT DOES NOT RESULT IN IMPACTS TO WATER QUALITY OR CONTRIBUTE TO EROSION. SEE DETAILS FOR MORE INFORMATION.
- SEDIMENT REMOVED FROM SEDIMENT CONTROL PRACTICES SHALL BE DISPOSED OF IN AN UPLAND AREA WITH STABILIZATION FOLLOWING DISPOSAL OF MATERIAL.
- IN ADVANCE OF FORECASTED RAINFALL OR SNOWMELT, EPSC MEASURES THAT ARE LOCATED IN AREAS OF ACTIVE EARTH DISTURBANCE SHALL BE INSPECTED AND REPAIRED, AS NEEDED.
- DUST CONTROL SHALL BE HANDLED VIA WATER OR CALCIUM CHLORIDE APPLICATION TO ROADWAYS AND OTHER AREAS WHERE DUST MAY BE GENERATED.
- STABILIZED CONSTRUCTION ENTRANCES SHALL BE LOCATED AT ALL VEHICLE ACCESS POINTS TO PUBLIC ROADWAYS AND ARE TO BE REGULARLY MAINTAINED TO CONTROL EQUIPMENT AND VEHICLES FROM TRACKING MATERIAL OFF SITE.
- PERIMETER CONTROLS (E.G. SILT FENCE) SHALL BE INSTALLED ON THE DOWNSLOPE SIDE OF AREAS WHERE THERE IS POTENTIAL FOR SILT EROSION AND/OR SEDIMENT RUNOFF. IN SOME AREAS WHERE THE GROUND SURFACE IS LEVEL AND THERE ARE NO PATHWAYS (E.G. DITCHES OR RUTS) THAT COULD TRANSPORT RUNOFF FROM THE PROJECT AREA, INSTALLATION OF PERIMETER CONTROLS MAY NOT BE NECESSARY PER APPROVAL BY THE ON-SITE PLAN COORDINATOR (OSPC)
- CONSTRUCTION DEMARCATION SHALL COMPLY WITH THE FOLLOWING:
  - a. CONSTRUCTION DEMARCATION TO BE INSTALLED ALONG PERIMETER OF LIMITS OF DISTURBANCE PER THE EPSC PLANS
  - b. WITHIN 100 FEET OF RESOURCE AREA DEMARCATION MUST INCLUDE:
    - i. 2 TO 3 ROWS OF STAKED (OR STAPLED) 3-INCH (MIN.) ORANGE BARRIER MESH TAPE,
    - ii. ORANGE CONSTRUCTION FENCE, OR
    - iii. ORANGE SNOW FENCE
  - c. WHEN GREATER THAN 100 FEET FROM A RESOURCE AREA DEMARCATION MAY INCLUDE:
    - i. ONE ROW OF STAKED (OR STAPLED) 3-INCH (MIN.) ORANGE BARRIER MESH TAPE,
    - ii. ORANGE CONSTRUCTION FENCE, OR
    - iii. ORANGE SNOW FENCE

- PERIMETER CONTROLS SHALL COMPLY WITH THE FOLLOWING:
  a. PERIMETER CONTROLS ARE TO BE INSTALLED ON THE DOWNSLOPE SIDE OF AREAS OF DISTURBANCE WHERE THERE IS POTENTIAL FOR SEDIMENT RUNOFF AND/OR SOIL EROSION.
  b. PERIMETER CONTROLS ARE NOT TO CROSS ACTIVE ACCESS ROUTES OR PERENNIAL FLOW PATHS (E.G. A STREAM).
  c. PARTICULAR CARE IS TO BE TAKEN WHEN INSTALLING PERIMETER CONTROLS IN A WETLAND.
  d. WITHIN 100 FEET OF A WATER RESOURCE AREA, PERIMETER CONTROLS MUST INCLUDE:
     i. REINFORCED SILT FENCE – TO BE REINFORCED WITH WIRE MESH, STAKED HAY BALES, OR STAKED FIBER ROLLS.
  e. WHEN GREATER THAN 100 FEET FROM A WATER RESOURCE AREA, PERIMETER CONTROLS MAY INCLUDE:
     i. SILT FENCE (NON-REINFORCED), OR
     ii. STAKED FIBER ROLLS

- PROJECT DEMARCATION OF AN AREA SHALL BE INSTALLED PRIOR TO EARTH DISTURBING ACTIVITIES WITHIN THAT AREA. AN EXCEPTION IS LAND DISTURBANCE THAT MAY BE NEEDED TO ACCESS THE AREA WITH EQUIPMENT IN OR TO INSTALL THE EPSC MEASURES.

1. INSPECTION & MONITORING NOTES

OSPC INSPECTION REQUIREMENTS:

- EPSC INSPECTION, MONITORING, AND REPORTING ARE REQUIRED PER THE GENERAL PERMIT 3-9020. THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND MAINTAINING EROSION PREVENTION AND SEDIMENT CONTROLS THAT MINIMIZE OR ELIMINATE POLLUTANTS IN STORMWATER DISCHARGE.

- INSPECTIONS BY THE ON-SITE PLAN COORDINATOR (OSPC) SHALL BE CONDUCTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS, WITH ADDITIONAL INSPECTION FREQUENCY REQUIRED FOR RAIN EVENTS, WINTER CONSTRUCTION, AND VISIBLE DISCHARGES PER THE CONDITIONS OF GENERAL PERMIT 3-9020. A WRITTEN REPORT SHALL BE COMPLETED FOR EACH INSPECTION AND SIGNED BY THE OSPC. ALL REPORTS ARE TO BE MAINTAINED ON SITE AND MADE AVAILABLE TO STATE DEC REPRESENTATIVES UPON REQUEST.

- IF VISIBLY DISCOLORED STORMWATER RUNS OFF THE CONSTRUCTION SITE OR RUNS OFF THE CONSTRUCTION SITE AND DISCHARGES TO RECEIVING WATERS, THE CONTRACTOR SHALL TAKE IMMEDIATE CORRECTIVE ACTION TO CORRECT THE DISCHARGES, INCLUDING MAINTAINING EXISTING EPSC MEASURES, AND INSTALLING SUPPLEMENTAL EPSC MEASURES.

- THE OSPC IS RESPONSIBLE FOR MONITORING, INSPECTING, AND SAMPLING DISCHARGES FROM THE SITE TO MAINTAIN COMPLIANCE WITH GENERAL PERMIT 3-9020. THIS INCLUDES VISUAL MONITORING OF EPSC MEASURES AND DISCHARGES, DISCHARGE SAMPLING, TURBIDITY MONITORING, AND REPORTING. THE MAXIMUM TURBIDITY PERMISSIBLE FOR CONSTRUCTION SITE DISCHARGE IS 25 NTU.

- THE CONTRACTOR SHALL KEEP ONE (1) TURBIDITY MONITOR ONSITE AND HAVE PERSONNEL ON HAND THAT ARE TRAINED IN ITS OPERATION.

ON-SITE PLAN COORDINATOR (OSPC) NOTES:

- THE OSPC DESIGNATED TO THE PROJECT (AND HIS/HER DESIGNEE) SHALL:
  - REVIEW VT DEC'S "ON-SITE PLAN COORDINATOR MANUAL",
  - BE ON-SITE ON A DAILY BASIS (OR HAVE A DESIGNEE THAT IS ON SITE WHEN HE/SHE CANNOT BE),
  - BE DIRECTLY RESPONSIBLE FOR ON-SITE IMPLEMENTATION OF THE EPSC PLAN,
  - BE KNOWLEDGEABLE IN THE PRINCIPLES AND PRACTICES OF EPSC,
  - POSSESS THE SKILLS TO ASSESS CONDITIONS AT THE CONSTRUCTION SITE THAT COULD IMPACT STORMWATER QUALITY,
  - POSSESS THE SKILLS TO ASSESS THE EFFECTIVENESS OF EPSC MEASURES SELECTED TO CONTROL THE QUALITY OF STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITY,
  - POSSESSES THE SKILLS AND EQUIPMENT TO CONDUCT TURBIDITY MONITORING PURSUANT TO THE CONSTRUCTION STORMWATER DISCHARGE PERMIT, AND
  - HAVE THE AUTHORITY TO STOP AND/OR MODIFY CONSTRUCTION ACTIVITIES AS NECESSARY TO COMPLY WITH THE EPSC PLAN AND THE CONSTRUCTION STORMWATER DISCHARGE PERMIT.

- ALL PROPOSED CHANGES TO THE EPSC PLAN MUST BE APPROVED BY THE OSPC OR HIS/HER DESIGNEE, THE PLAN DESIGNER OR CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC) PRIOR TO IMPLEMENTATION, AND BE CONSIDERED MINOR AMENDMENTS AS DEFINED IN THE OSPC HANDBOOK. ALL MINOR AMENDMENTS ARE TO BE RECORDED USING THE MINOR AMENDMENT RECORD FORM AND MARKED ON THE MASTER OSPC PLAN SET. ALL MODIFICATIONS THAT FALL OUTSIDE OF THE MINOR AMENDMENT DEFINITION MUST BE APPROVED BY VT-DEC.

- DURING THE REGULAR CONSTRUCTION SEASON (APRIL 15 TO OCT 15), THE OSPC OR HIS/HER DESIGNEE SHALL CONDUCT INSPECTIONS AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HRS FOLLOWING A STORM EVENT RESULTING IN DISCHARGE OF STORMWATER FROM THE CONSTRUCTION SITE.

- THE OSPC AND HIS/HER DESIGNEE(S) SHALL FOLLOW TURBIDITY MONITORING PROTOCOLS OUTLINED IN VT DEC'S "MONITORING OF TURBIDITY IN STORMWATER RUNOFF FROM CONSTRUCTION ACTIVITIES" MANUAL.

- INSPECTIONS CONDUCTED BY THE OSPC OR HIS/HER DESIGNEE SHALL COVER ALL AREAS OF SITE THAT ARE BEING ACTIVELY DISTURBED BY CONSTRUCTION OR CONSTRUCTION -RELATED ACTIVITIES, INCLUDING AREAS THAT HAVE BEEN TEMPORARILY STABILIZED.

- OSPC INSPECTIONS SHALL BE DOCUMENTED USING THE VT DEC INSPECTION REPORT FORM OR A VT DEC-ACCEPTED INSPECTION REPORT FORM.

- OSPC INSPECTION REPORTS SHALL BE MAINTAINED ON-SITE FOR THE DURATION OF THE PROJECT AND MADE AVAILABLE TO VT DEC UPON REQUEST.

CITY OF BURLINGTON RURAL SEED MIX		
	LBS/AC	
% WEIGHT	HYDROSEED	NAME
5%	196.0	MIRCOCOLVER
5%	196.0	BIRDS FOOT TREFOIL
65%	196.0	FINE FESCUE *
20%	196.0	PERRENIAL RYE GRASS
5%	196.0	COLONIAL BENTGRASS

CITY OF BURLINGTON URBAN AREA MIX					
	LBS/AC				
% WEIGHT	BROADCAST	HYDROSEED	NAME	GERM %	PURITY %
40.0%	70	140	**CREEPING RED FESCUE**	**85%**	**98%**
30.0%	52.3	104.6	**PERENNIAL RYE GRASS**	**90%**	**95%**
30.0%	52.3	104.6	**KENTUCKY BLUE GRASS**	**85%**	**85%**
0.0%	0	0	**ANNUAL RYE GRASS**	**85%**	**95%**
100%	174.6	349.2			

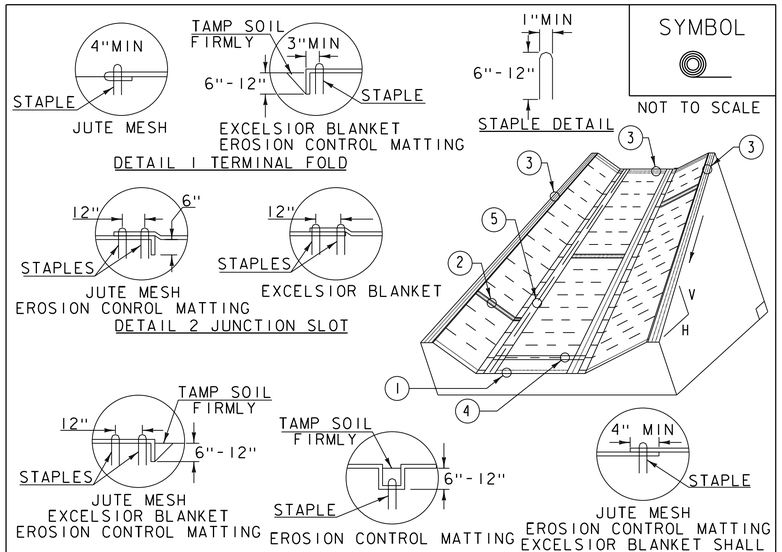
SOIL AMENDMENT GUIDANCE			
FERTILIZER		LIME	
BROADCAST	HYDROSEED	BROADCAST	HYDROSEED
10-20-10	*FOLLOW*	PELLETIZED	*FOLLOW*
1000 ~~500~~ LBS/AC	*MANUFACTURER*	~~2~~ 4 TONS/AC	*MANUFACTURER*

CONSTRUCTION GUIDANCE

1. CITY OF BURLINGTON RURAL SEED MIX: TO BE PAID FOR UNDER ITEM NO. 651.15. USE AS INDICATED IN THE PLANS AND/OR FOR ALL ESTABLISHED UPLAND (NON WETLAND) AREAS DISTURBED BY THE CONTRACTOR.
2. URBAN SEED MIX: USE AS INDICATED IN THE PLANS AND/OR FOR ALL ESTABLISHED LAWN AREAS DISTURBED BY THE CONTRACTOR.
3. ALL SEED MIXTURES: SHALL NOT HAVE A WEED CONTENT EXCEEDING 0.40% BY WEIGHT AND SHALL BE FREE OF ALL NOXIOUS SEED.
4. FERTILIZER AND LIMESTONE: SHALL FOLLOW RATES SHOWN ON PLAN OR AS DIRECTED BY THE ENGINEER
5. HAY MULCH: TO BE PLACED ON EARTH SLOPES AT THE RATE OF 4 TONS/ACRE, ACHIEVE 90% GROUND COVER OR AS DIRECTED BY THE ENGINEER.
6. TOPSOIL: TO BE USED WITH SEED AS INDICATED ON THE PLANS, OR AS DIRECTED BY THE ENGINEER.
7. HYDROSEEDING: ALTHOUGH GUIDANCE IS GIVEN ABOVE THE SITE CONDITIONS AND THE TYPE OF HYDROSEED WILL ULTIMATELY DICTATE THE AMOUNTS AND TYPES OF SOIL AMENDMENTS TO BE APPLIED
8. TURF ESTABLISHMENT: PLACING SEED, FERTILIZER, LIME AND MULCH PRIOR TO SEPTEMBER 15 AND AFTER APRIL 15 CAN BETTER ENSURE A VIGOROUS GROWTH OF GRASS.

TURF ESTABLISHMENT

* FINE FESCUE SHALL BE COMPRISED OF THE FOLLOWING SEED BY % WEIGHT:
20% CHEWINGS FESCUE
25% STRONG FESCUE
10% SLENDER FESCUE
10% HARD FESCUR



CONSTRUCTION SPECIFICATIONS

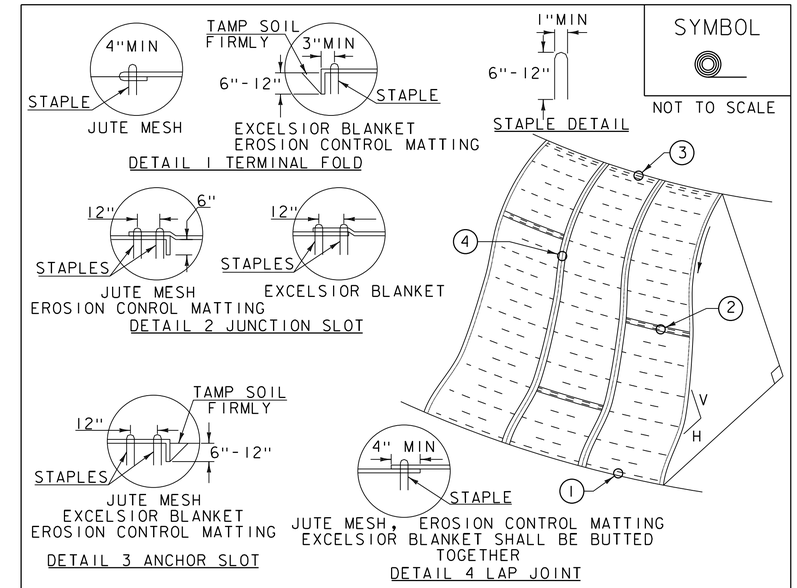
1. EROSION MATTING, CHECK SLOTS, SHALL BE SPACED IN DITCH CHANNEL SO THAT ONE OCCURS WITHIN EACH 50' ON SLOPES OF MORE THAN 4% AND LESS THAN 6%. ON SLOPES OF 6% OR MORE, THEY SHALL BE SPACED SO THAT ONE OCCURS WITHIN EACH 25'.
2. APPLY FERTILIZER, LIME SEED PRIOR TO PLACING MATTING.
3. STAPLES ARE TO BE PLACED ALTERNATELY, IN COLUMNS APPROXIMATELY 2' APART AND IN ROWS APPROXIMATELY 3' APART. APPROXIMATELY 175 STAPLES ARE REQUIRED PER 4'X225' ROLL OF MATERIAL AND 125 STAPLES ARE REQUIRED PER 4'X150' ROLL OF MATERIAL.
4. DISTURBED AREAS SHALL BE SMOOTHLY GRADED. EROSION CONTROL MATERIAL SHALL BE PLACED LOOSELY OVER GROUND SURFACE. DO NOT STRETCH.
5. ALL TERMINAL ENDS AND TRANSVERSE LAPS SHALL BE STAPLED AT APPROXIMATELY 12" INTERVALS.

ADAPTED FROM DETAILS PROVIDED BY: NEW YORK STATE DEC
ORIGINALLY DEVELOPED BY USDA-NRCS
VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION

ROLLED EROSION CONTROL PRODUCT (RECP) DITCH

NOTES:
REFER TO "THE VERMONT STANDARDS & SPECIFICATIONS FOR EROSION PREVENTION & SEDIMENT CONTROL -2006- "FROM THE VT AGENCY OF NATURAL RESOURCES FOR ADDITIONAL GUIDANCE.
THIS WORK SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 653 AND AS SHOWN IN THE PLANS FOR ROLLED EROSION CONTROL PRODUCT, TYPE I(PAY ITEM 653.20) OR ROLLED EROSION CONTROL PRODUCT, TYPE II(PAY ITEM 653.21).

REVISIONS	
MARCH 8, 2007	JMF
APRIL 16, 2007	WHF
JANUARY 13, 2009	WHF



CONSTRUCTION SPECIFICATIONS

1. APPLY TO SLOPES GREATER THAN 3H:1V OR WHERE NECESSARY TO AID IN ESTABLISHING VEGETATION.
2. APPLY FERTILIZER, LIME SEED PRIOR TO PLACING MATTING.
3. STAPLES ARE TO BE PLACED ALTERNATELY, IN COLUMNS APPROXIMATELY 2' APART AND IN ROWS APPROXIMATELY 3' APART. APPROXIMATELY 175 STAPLES ARE REQUIRED PER 4'X225' ROLL OF MATERIAL AND 125 STAPLES ARE REQUIRED PER 4'X150' ROLL OF MATERIAL.
4. DISTURBED AREAS SHALL BE SMOOTHLY GRADED. EROSION CONTROL MATERIAL SHALL BE PLACED LOOSELY OVER GROUND SURFACE. DO NOT STRETCH.
5. ALL TERMINAL ENDS AND TRANSVERSE LAPS SHALL BE STAPLED AT APPROXIMATELY 12" INTERVALS.

ADAPTED FROM DETAILS PROVIDED BY: NEW YORK STATE DEC
ORIGINALLY DEVELOPED BY USDA-NRCS
VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION

ROLLED EROSION CONTROL PRODUCT (RECP) SIDE SLOPE

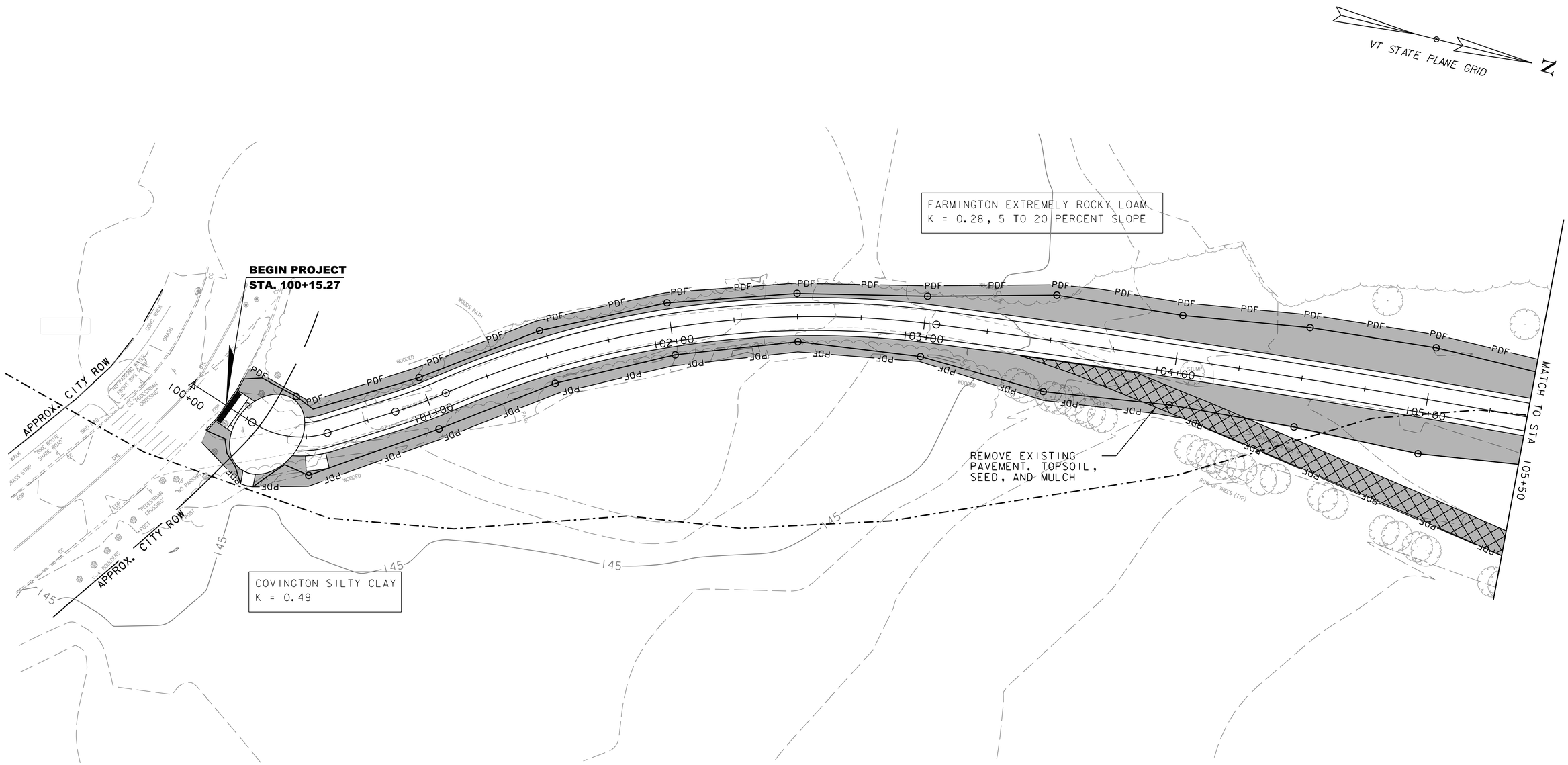
NOTES:
REFER TO "THE VERMONT STANDARDS & SPECIFICATIONS FOR EROSION PREVENTION & SEDIMENT CONTROL -2006- "FROM THE VT AGENCY OF NATURAL RESOURCES FOR ADDITIONAL GUIDANCE.
THIS WORK SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 653 AND AS SHOWN IN THE PLANS FOR ROLLED EROSION CONTROL PRODUCT, TYPE I(PAY ITEM 653.20) OR ROLLED EROSION CONTROL PRODUCT, TYPE II(PAY ITEM 653.21).

REVISIONS	
APRIL 16, 2007	JMF
JANUARY 13, 2009	WHF

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER: 58109.01

FILE NAME: 58109epsc_det.dgn
PROJECT LEADER: E.P. DETRICK
DESIGNED BY: B.O. CRONIN
EPSC DETAILS

PLOT DATE: 2/19/2021
DRAWN BY: B. O. CRONIN
CHECKED BY: E.P. DETRICK
SHEET 40 OF 48



0 20 40
SCALE IN FEET

vhb

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109bdr_epsc.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P.DETRICK
EPSC PLANS (SHEET 1 OF 5)	SHEET 41 OF 48

VT STATE PLANE GRID

N

FARMINGTON EXTREMELY ROCKY LOAM
K = 0.28, 5 TO 20 PERCENT SLOPE

VERGENNES CLAY
K = 0.49, 2 TO 6 PERCENT SLOPES

COVINGTON SILTY CLAY
K = 0.49

MATCH TO STA 105+50

MATCH TO STA 110+75

REMOVE EXISTING PAVEMENT. TOPSOIL, SEED, AND MULCH

COVERED PICNIC AREA

BUILDING

BIT WALKWAY

BURLINGTON BIKE PATH

STONE WALL

GRASS

BITUMINOUS PARKING AREA

ROW OF 2'-3' BOULDERS

ROW OF TREES (TYP)

ROW OF ASH TREES

"NO PARKING"

"BIKE ROUTE"

TRANSFORMER ON CONCRETE PAD

UE

EOP

PDF

106+00

107+00

108+00

109+00

110+00

140

135

130

0 20 40

SCALE IN FEET

vhb

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109bdr_epsc.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P.DETRICK
EPSC PLANS (SHEET 2 OF 5)	SHEET 42 OF 48

VT STATE PLANE GRID

REMOVE EXISTING PAVEMENT, TOPSOIL, SEED, AND MULCH

TREE TO REMAIN UNDISTURBED

FARMINGTON EXTREMELY ROCKY LOAM
K = 0.28, 5 TO 20 PERCENT SLOPE

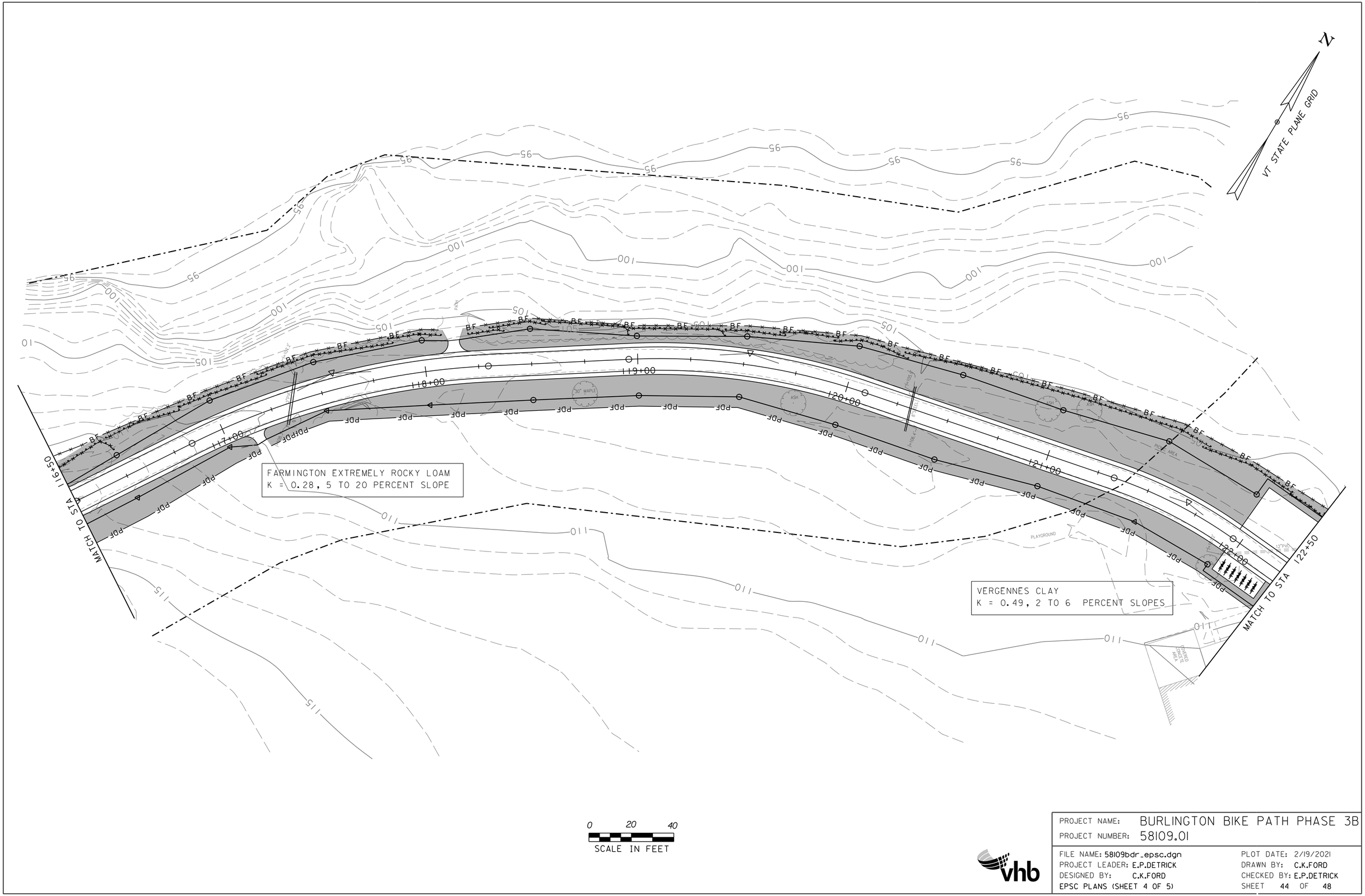
VERGENNES CLAY
K = 0.49, 2 TO 6 PERCENT SLOPES

MATCH TO STA 110+75

MATCH TO STA 116+50

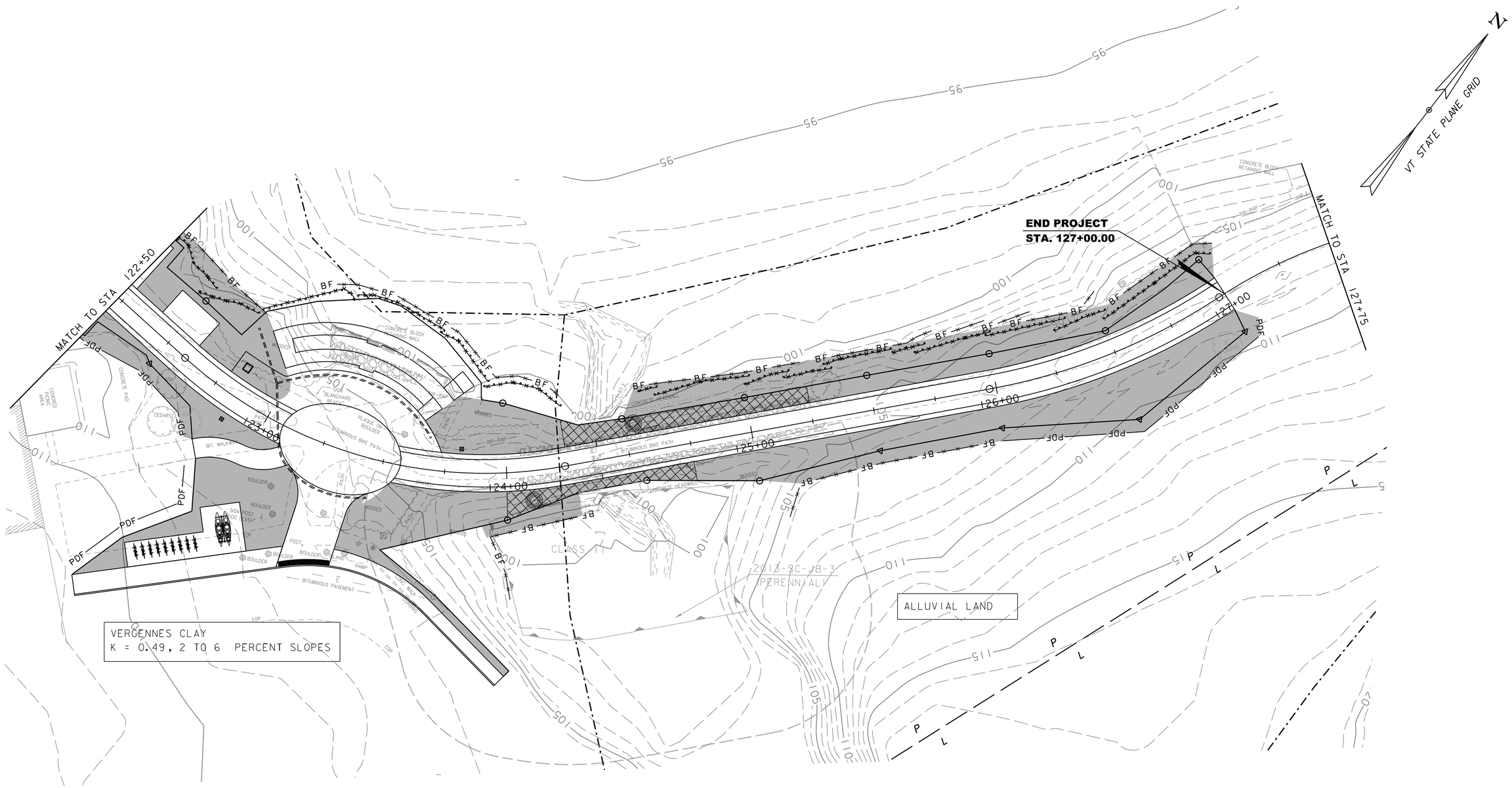
0 20 40
SCALE IN FEET

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109bdr_epsc.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P.DETRICK
EPSC PLANS (SHEET 3 OF 5)	SHEET 43 OF 48



PROJECT NAME:	BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER:	58109.01

FILE NAME: 58109bdr_epsc.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P.DETRICK
EPSC PLANS (SHEET 4 OF 5)	SHEET 44 OF 48



0 20 40
SCALE IN FEET

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109bdr_epsc.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P.DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P.DETRICK
EPSC PLANS (SHEET 5 OF 5)	SHEET 45 OF 48

GENERAL

1. THE FOLLOWING TRAFFIC CONTROL INFORMATION IS INTENDED TO BE A CONCEPTUAL NARRATIVE FOR HOW THE WORK MAY PROCEED. THE CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC CONTROL PLAN TO THE RESIDENT ENGINEER FOR APPROVAL. THE CONTRACTOR SHALL ALLOW AT LEAST TWO (2) WEEKS FOR REVIEW AND APPROVAL. MODIFICATIONS TO THE APPROVED TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE RESIDENT ENGINEER AT LEAST ONE WEEK PRIOR TO THE IMPLEMENTATION OF THE CHANGE.

2. THE CONTRACTOR'S TRAFFIC CONTROL PLAN SHALL BE DEVELOPED IN ACCORDANCE WITH THE 2018 EDITION OF VTRANS STANDARD SPECIFICATIONS SECTION 641 - TRAFFIC CONTROL AND IN SUBSTANTIAL CONFORMANCE WITH THE 2009 EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) WITH LATEST INTERIMS. THE TRAFFIC CONTROL PLAN SHALL INCLUDE ALL TEMPORARY SIGNS, PAVEMENT MARKINGS, BARRICADES, AND OTHER DEVICES REQUIRED TO PROVIDE COMPLETE MANAGEMENT OF TRAFFIC. ANY SIGNS NOT INCLUDED IN THE FHWA STANDARD HIGHWAY SIGNS BOOK SHALL INCLUDE SIGN FACE DIMENSIONS AND LAYOUT.

3. TRAFFIC CONTROL PLANS SHALL BE ESTABLISHED TO MAINTAIN THE CONTINUITY OF TRAFFIC THROUGH THE CORRIDOR. TRAFFIC CONTROL SIGNS SHALL BE ADJUSTED AT THE COMPLETION OF EACH CONSTRUCTION PHASE AS DIRECTED BY THE RESIDENT ENGINEER. SIGNING, AND OTHER SUPPORTING TRAFFIC CONTROLS DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. INSTALLING, MAINTAINING, ADJUSTING, MODIFYING, AND REMOVING THE TRAFFIC CONTROL DEVICES SHALL BE INCLUDED IN THE UNIT PRICE BID FOR CONTRACT ITEM 641.10 TRAFFIC CONTROL.

4. TRAFFIC SHALL NOT BE CHANGED FROM ONE PHASE TO THE NEXT UNTIL ALL TEMPORARY SIGNING WORK REQUIRED FOR THE SUBSEQUENT PHASE IS COMPLETED. ANY CONFLICTING PAVEMENT MARKINGS SHALL BE MASKED WITH PAVEMENT MARKING MASK OR REMOVED BY GRINDING. EXISTING PAVEMENT MARKINGS THAT ARE TO REMAIN FOR LATER USE SHALL BE MASKED WITH PAVEMENT MARKING MASK.

5. EXISTING SIGNS SHALL REMAIN UNTIL THEY ARE NO LONGER REQUIRED. EXISTING SIGNS WHICH CONFLICT WITH TEMPORARY TRAFFIC CONTROLS SHALL BE COMPLETELY COVERED WITH SOLID COVERS PAINTED BLACK OR REMOVED/RELOCATED AS NEEDED. TEMPORARY SIGNS SHALL BE INSTALLED AS SHOWN IN THE CONTRACTOR'S APPROVED TRAFFIC CONTROL PLANS. NEW SIGNING SHALL BE INSTALLED AS IT BECOMES APPLICABLE. ALL PROPOSED SIGNING SHALL BE INSTALLED AND ALL SIGNS TO BE REMOVED SHALL BE REMOVED PRIOR TO THE APPLICATION OF THE FINAL PAVEMENT MARKINGS.

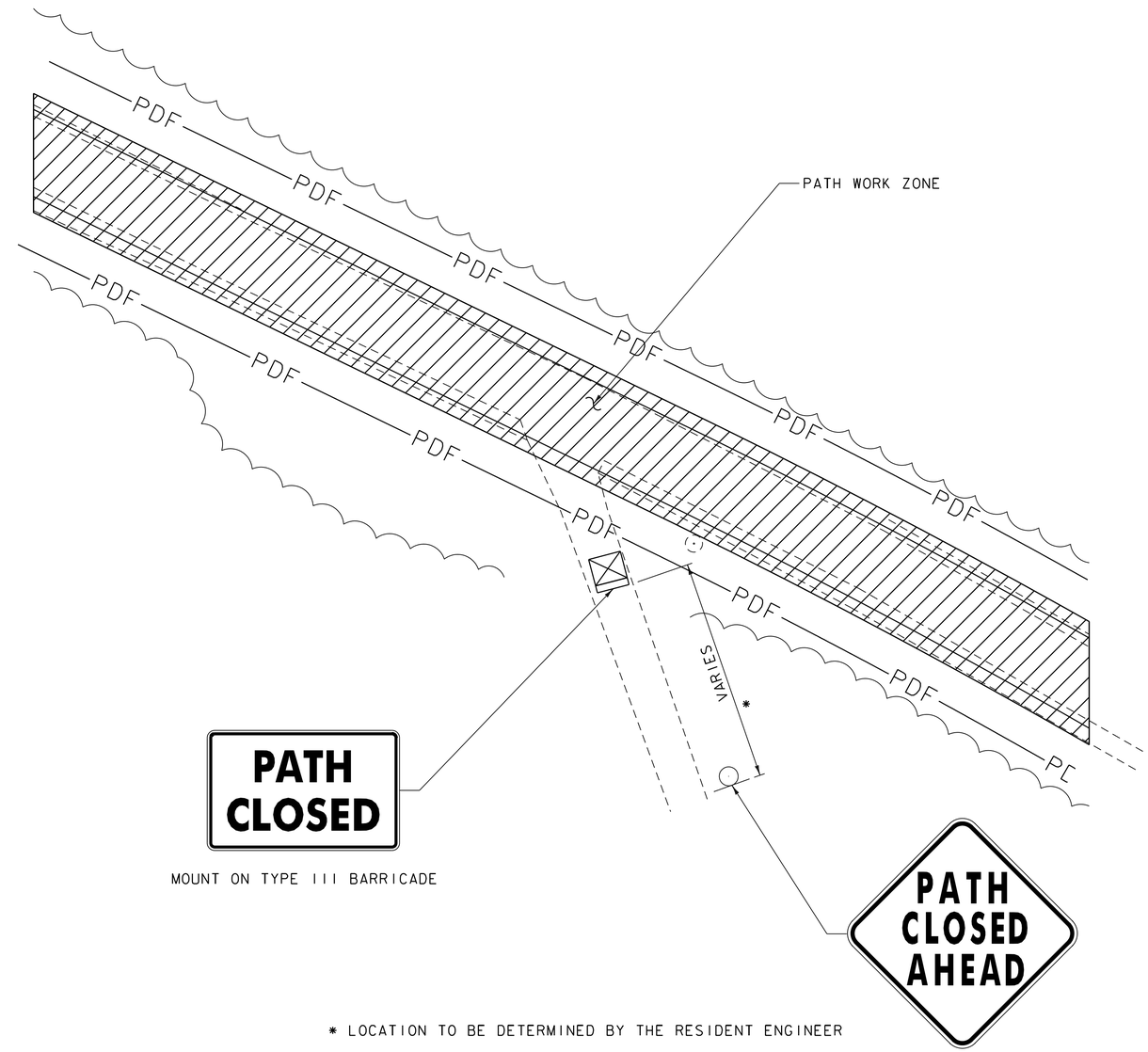
6. ALL SIGNS SHALL BE LOCATED SO THEY ARE VISIBLE AND ABLE TO BE READ BY THE TRAVELING PUBLIC. SIGNS SHALL BE INSTALLED SO AS NOT TO OBSTRUCT EXISTING SIGNS.

7. ALL SIGNS AND BARRICADES SHALL BE INSPECTED AND REPAIRED DAILY. ALL SIGNS SHALL BE CLEANED OF DUST AND DEBRIS WEEKLY.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL SIGNAGE.

9. THE CONTRACTOR SHALL PROVIDE AN 8-FOOT HIGH TEMPORARY CHAIN LINK FENCE BEHIND THE TYPE III BARRICADES TO COMPLETELY BLOCK OFF PUBLIC ACCESS AT EACH END OF THE WORK AREAS INCLUDING ALL SIDE ROAD INTERSECTIONS. THE COST OF THE TEMPORARY CHAIN LINK FENCE IS INCIDENTAL TO ITEM 641.10 "TRAFFIC CONTROL".

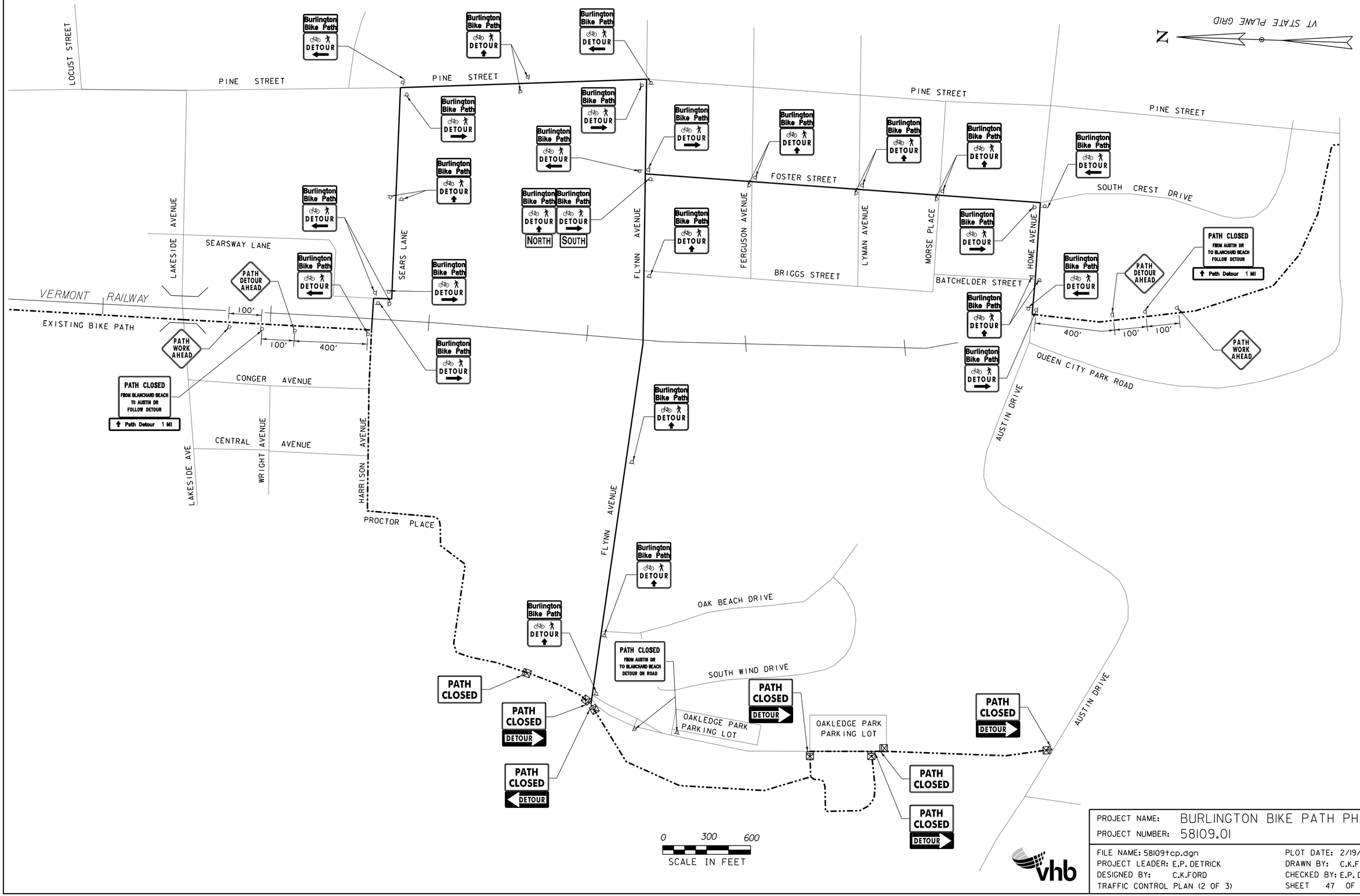
10. THE CONTRACTOR SHALL COORDINATE EXACT LOCATIONS AND TYPES OF SIGNS POSTS WITH DANIEL HILL OF DPW TRAFFIC DIVISION; (802)863-9094.



* LOCATION TO BE DETERMINED BY THE RESIDENT ENGINEER

TRAFFIC CONTROL PLAN
FOR SIDE PATHS
N. T. S.

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B	
PROJECT NUMBER: 58109.01	
FILE NAME: 58109tcp.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P. DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P. DETRICK
TRAFFIC CONTROL PLAN (1 OF 3)	SHEET 46 OF 48

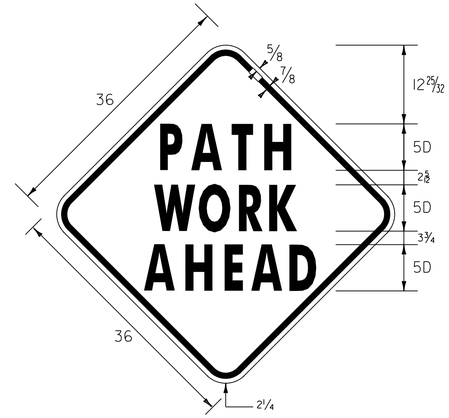


PROJECT NAME:	BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER:	58109.01

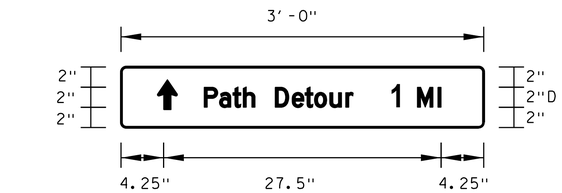
FILE NAME: 58109tcp.dgn	PLOT DATE: 2/19/2021
PROJECT LEADER: E.P. DETRICK	DRAWN BY: C.K.FORD
DESIGNED BY: C.K.FORD	CHECKED BY: E.P. DETRICK
TRAFFIC CONTROL PLAN (2 OF 3)	SHEET 47 OF 48

vhb

IDENTIFICATION NUMBER	SIZE OF SIGN WIDTH (IN)	SIZE OF SIGN HEIGHT (IN)	TEXT	NUMBER OF SIGNS REQ'D	REMARKS
M4-9AL	30	24	DETOUR ←	8	MOUNT BELOW THE SP-5
M4-9AR	30	24	DETOUR →	8	MOUNT BELOW THE SP-5
SP-1	30	24	DETOUR ↑	17	MOUNT BELOW THE SP-5
SP-2	36	36	PATH WORK AHEAD	2	MOUNT ON SINGLE POST
SP-4	36	36	PATH DETOUR AHEAD	2	MOUNT ON SINGLE POST
SP-5	30	18	Burlington Bike Path	33	MOUNT ON SINGLE POST
SP-6	48	36	PATH CLOSED	7	MOUNT ON TYPE III BARRICADE
SP-7	30	24	PATH CLOSED FROM AUSTIN DR TO BLANCHARD BEACH FOLLOW DETOUR	1	MOUNT ON SINGLE POST
SP-7	30	24	PATH CLOSED FROM BLANCHARD BEACH TO AUSTIN DR FOLLOW DETOUR	1	MOUNT ON SINGLE POST
SP-7	30	24	PATH CLOSED FROM AUSTIN DR TO BLANCHARD BEACH DETOUR ON ROAD	1	MOUNT ON SINGLE POST
D11-1a	36	6	↑ Path Detour 1 MI	2	MOUNT BELOW THE SP-7
M3-1	24	12	NORTH	1	MOUNT BELOW THE SP-1
M3-3	24	12	SOUTH	1	MOUNT BELOW THE SP-1
M4-10	48	18	← DETOUR	1	MOUNT BELOW THE SP-6
M4-10	48	18	DETOUR →	4	MOUNT BELOW THE SP-6



SP-2



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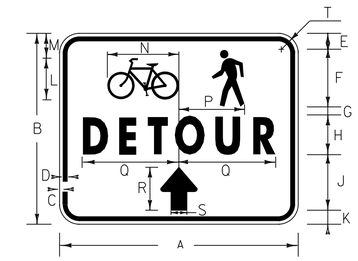
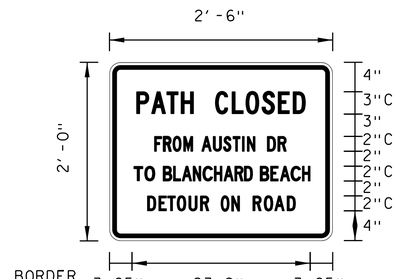
D11-1a



SP-1

SIGN	DIMENSIONS (INCHES) A	B	C	D	E	F	G	H	J	K	L
STD.	30	24	1/2	3/4	2	7 1/4	1	5D	6 3/4	2	5 3/8
	M	N	P	Q	R	S	T				
	3 1/4	9	8 1/2	12 1/8	5 1/2	2	1 7/8				



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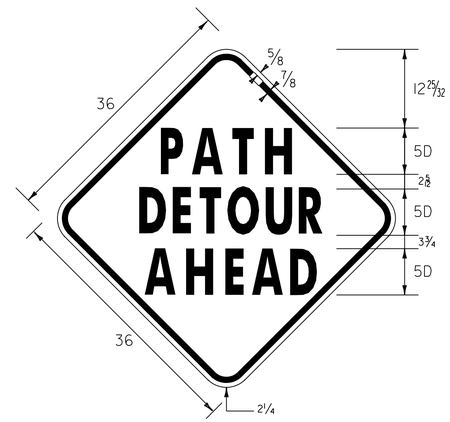
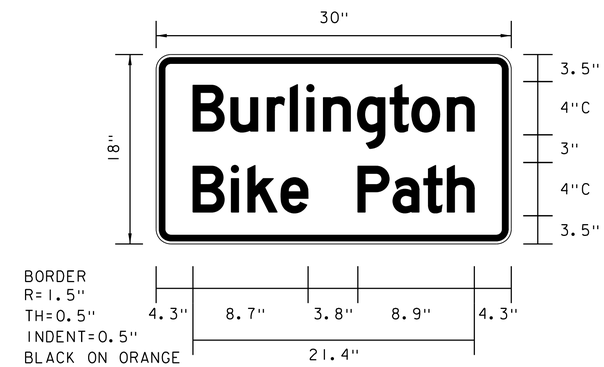
TH=0.63"
IN=0.38"

SP-7



SP-4



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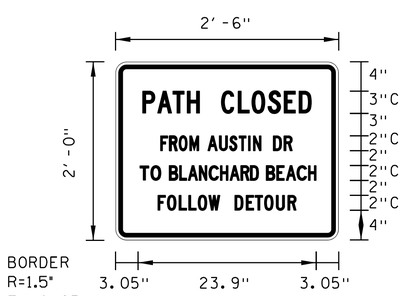
TH=0.5"
INDENT=0.5"
BLACK ON ORANGE

SP-5



BORDER
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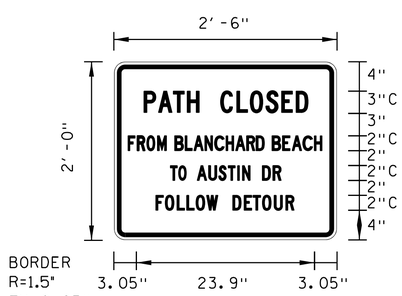
TH=0.63"
IN=0.38"

SP-7



BORDER
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TH=0.63"
IN=0.38"

SP-7

BORDER
R=1.88"
TH=0.75"
INDENT=0.50"
BLACK ON WHITE

SP-6

NOTES:

1. COLORS FOR ALL TEMPORARY TRAFFIC CONTROL SIGNS SHALL BE BLACK TEXT AND BORDER ON RETROREFLECTIVE FLUORESCENT ORANGE BACKGROUND.
2. COLORS FOR THE SP-1 TO SP-6 SIGNS SHALL BE BLACK TEXT AND BORDER ON RETROREFLECTIVE FLUORESCENT ORANGE BACKGROUND.
3. ALL SIGNS SHOWN ON THIS PLAN SHALL BECOME THE PROPERTY OF THE CITY OF BURLINGTON AFTER THEY ARE REMOVED FROM THE DETOUR. THE CONTRACTOR SHALL DELIVER THE SIGNS TO THE CITY. ALL COSTS ASSOCIATED WITH PROVIDING THE SIGNS TO THE CITY SHALL BE INCIDENTAL TO ITEM 641.10, "TRAFFIC CONTROL".
4. THE NUMBER OF REQUIRED SIGNS INDICATED ON THE TABLE IS THE NUMBER OF NEW SIGNS THAT THE CONTRACTOR CAN EXPECT TO PURCHASE. THE CITY OF BURLINGTON HAS ADDITIONAL SIGNS IN STOCKPILE THAT CAN BE USED BY THE CONTRACTOR TO COVER THE DIFFERENCE BETWEEN THE TOTAL NUMBER OF SIGNS REQUIRED AND THE NUMBER OF SIGNS THE CONTRACTOR MUST PURCHASE.

PROJECT NAME: BURLINGTON BIKE PATH PHASE 3B
PROJECT NUMBER: 58109.01

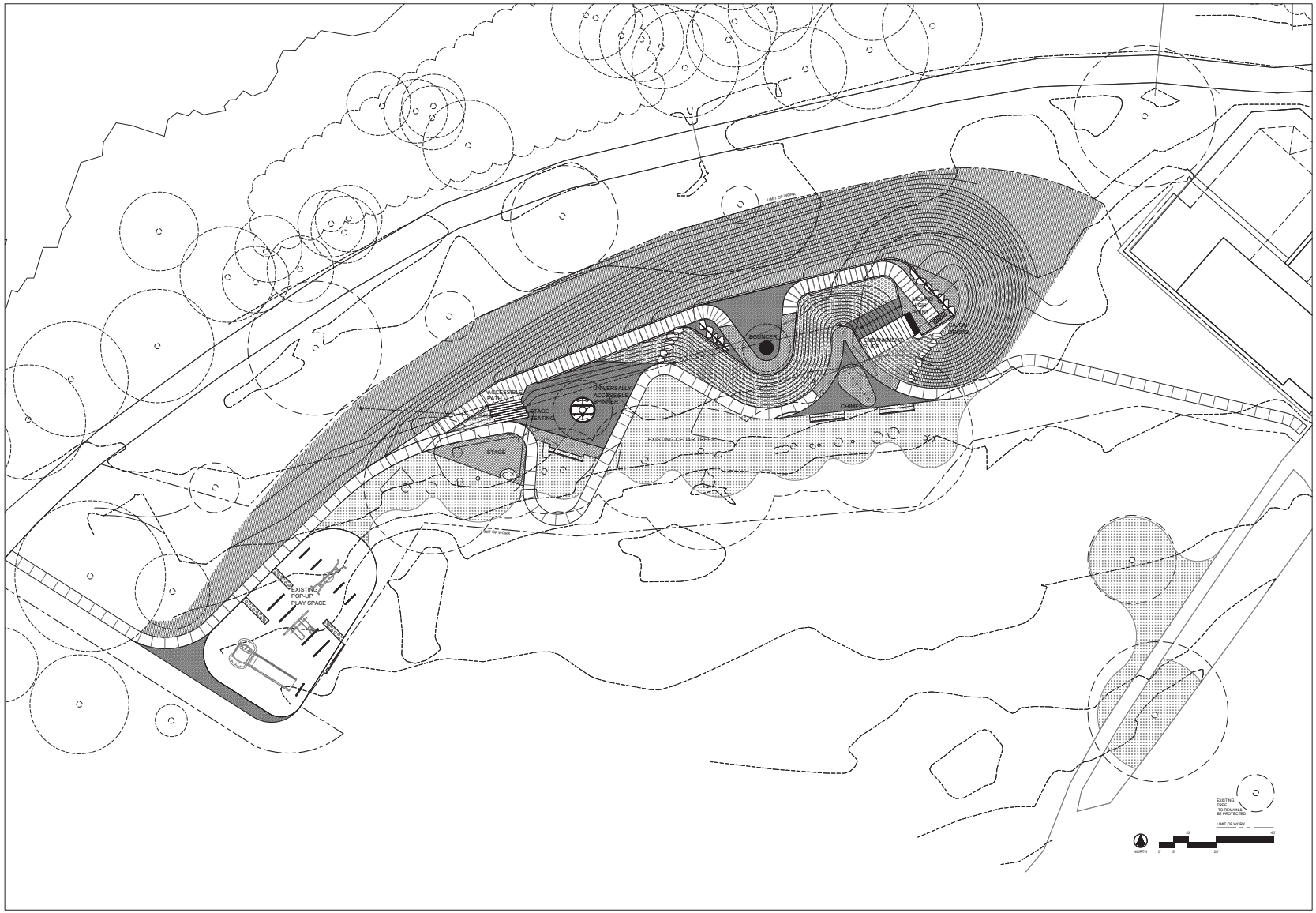
FILE NAME: 58109tcp.dgn
PROJECT LEADER: E.P. DETRICK
DESIGNED BY: C.K.FORD
TRAFFIC CONTROL PLAN (3 OF 3)

PLOT DATE: 2/19/2021
DRAWN BY: C.K.FORD
CHECKED BY: E.P. DETRICK
SHEET 48 OF 48

Oakledge Park

Illustrative Plan for Oakledge for All Universal Playground

BURLINGTON PARKS RECREATION WATERFRONT VERMONT



BURLINGTON PARKS RECREATION WATERFRONT

City of Burlington
645 Pine Street, Suite B
Burlington, VT 05401
802-865-7247

Oakledge Park
Universally Accessible Playground: Phase 2
1 Flynn Avenue, Burlington, VT 05401

5 Dell Street
Somerville, MA 02145
617-548-9732

SUBMISSION

NO.	DATE	DESCRIPTION
1	08-04-2017	50% CD FOR REVIEW
2	08-10-2017	50% CD FOR REVIEW
3	09-30-2018	POP UP
4	08-19-2019	DESIGN UPDATE
5	09-06-2019	100% CD
6	11-XX-2020	90% CD

ILLUSTRATIVE PLAN

L 0-1

BURLINGTON
PARKS
RECREATION
WATERFRONT

Exhibit C: Draft Contract

CITY OF BURLINGTON
DRAFT CONSTRUCTION CONTRACT

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

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 4 (Scope of Work) of this Contract.

B. "Effective Date" means the date on which this Contract is approved and signed by the City, as shown on the signature page.

C. "Party" means the City or Contractor and "Parties" means the City and Contractor.

D. "Project" means the [_____].

E. "Work" means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

A. Authority. Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

B. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose. The City seeks to employ the Contractor to [_____].

3. EFFECTIVE DATE & TERM

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

DRAFT

B. Term. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on [_____] or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Response to Request for Proposals).

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals) [or as follows:_____].

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

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: _____]. 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 $[_____]. 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 and 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.

DRAFT

7. CONRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated [_____]
Attachment B: Consultant's Response to Request for Proposals dated [_____]
Attachment C: Burlington Standard Contract Conditions for Construction Contractors
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Consultant's Certificate of Insurance

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

8. [Reserved]

— Signatures follow on the next page —

DRAFT

SIGNATURE

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

Consultant
[Name of Consultant]

By: _____
Name & Signature

Date: _____

City of Burlington
[Department]

By: _____
[Name]
[Title]

Date: _____

DRAFT

BURLINGTON
PARKS
RECREATION
WATERFRONT

Exhibit D: Burlington Standard Contract Conditions

ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS

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

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

3. **INSURANCE:** Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company 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. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. 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. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. The liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

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

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

   - **A.** General Liability And Property Damage: With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant's responsibility to

ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors'/Consultants' 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: With respect to all operations performed, the Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: $500,000 each accident

2. Bodily Injury by Disease: $500,000 policy limit,
$500,000 each employee

C. Professional Liability Insurance:

1. General: The Consultant shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

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

   (b) $2,000,000 - Per Occurrence

2. Deductibles: The Consultant is responsible for any and all deductibles.

3. Coverage: Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

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

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

F. Umbrella Liability:

1. $1,000,000 Each Event Limit

2. $1,000,000 General Aggregate Limit

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

5. PLANS, RECORDS, AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Consultant's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

6. PERSONNEL REQUIREMENTS AND CONDITIONS: The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

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

City.

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

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

7. **PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Consultant shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Consultant for its own business.

8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.

9. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.

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

11. **INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work

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

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

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

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

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

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

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

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

15. **APPEARANCES:**

    A. Hearings and Conferences: The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify,

explain and defend its contractual services covered under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **PUBLIC HEALTH EMERGENCY:**

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

    B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Consultant shall create a public health emergency plan acceptable to the City.

The Consultant shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

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

b. Review and Acceptance of Plan:
    i. Consultant must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
    ii. The City shall have sole discretion to require changes to the plan.
    iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

22. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other

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

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

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

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

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

24. FAILURE TO COMPLY WITH TIME SCHEDULE: 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 Consultant written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Consultant fail or refuse to remedy the matters complained of within five days after the written notice is received by the Consultant, the City shall have the right to take control of the Work and either make good the deficiencies of the Consultant itself or direct the activities of the Consultant in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Consultant any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Consultant an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Consultant is in default after the time of completion stipulated in the Contract Documents.

25. **RETURN OF MATERIALS:** Consultant 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.

26. **ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.

27. **OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

28. **PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.

29. **PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

30. **RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the

Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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

32. SETTLEMENTS OF MISUNDERSTANDINGS: To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the Director of Aviation shall act as referee on all questions arising under the terms of the Contract and that the decision of the Director of Aviation in such cases shall be binding upon both Parties.

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

B. Termination for Cause:

i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner

or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees 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. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

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

ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.

iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.

iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.

v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance

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

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

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

38. INDEMNIFICATION:

A. Indemnification by Consultant: Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Consultant or its subconsultants of any tier.

B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply has been filed. Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of clams to which this provision applies.

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

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

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

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

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

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

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

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 Consultant.

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

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

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. 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.

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, 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 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 conditions appendices containing various forms

and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.

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:** 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.

BURLINGTON
PARKS
RECREATION
WATERFRONT

Exhibit E: Burlington Livable Wage Ordinance Certification

ARTICLE VI. LIVABLE WAGES[1]

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)

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Exhibit F: Burlington Outsourcing Ordinance Certification

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

I, _____, on behalf of _____("the Contractor") in connection with a contract for _____ services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

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

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

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

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

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

Date_____ By: Contractor _____

Subscribed and sworn to before me:

Date _____ 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.

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

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Exhibit G: Burlington Union Deterrence Ordinance Certification

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.

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