

**CITY OF BURLINGTON
REQUEST FOR PROPOSALS**

**Lakeview Cemetery Office Building &
Louisa Howard Chapel**

Date of Issuance:	March 13, 2023
Issued by:	City of Burlington Department of Parks, Recreation & Waterfront
Site Visit:	March 21, 2023 1:00 PM Mandatory for General Contractors
Questions Due:	March 28, 2023 12:00 PM
Answers Posted:	March 31, 2023 12:00 PM
Proposal Due Date:	April 10, 2023 12:00 PM
Point of Contact:	Kim Bleakley, Central Facilities Manager Parks, Recreation & Waterfront 645 Pine Street, Burlington, Vermont 05401 802-557-7082 kbleakley@burlingtonvt.gov

I. PROJECT BACKGROUND

The City of Burlington is seeking bids from restoration contractors to restore the exterior of the **Lakeview Cemetery Office Building** and the **Louisa Howard Chapel** as indicated on the Drawings and Specifications attached hereto as Exhibits A and B, respectively. Both buildings are on the same site, and skills used to restore the exterior of Lakeview Cemetery Office Building are similar to those used to restore the exterior of the nearby Louisa Howard Chapel. Both buildings have slate roofs that need minor repairs.

II. SCOPE OF WORK

These building are on the National Register of Historic Places in Burlington. All work on the buildings must conform to approved best practices for historic buildings. All building permits will be filed for and paid for by the City of Burlington. All subcontractor permits and closure of building permit are the responsibility off the contractor.

Please see Exhibit A for scope of work as specified by architect.

Please see Exhibit B for drawings as specified by architect.

Although we would like to have work completed during the summer and fall of 2023, we are flexible to accommodate a contractor's schedule to obtain the best pricing for the work.

Please note that, at a later date to be determined, a considerable amount of grading will be completed in the area surrounding the Lakeview Cemetery Office Building. Because of this, please note that we request that the exterior ramp on the south side of the building be constructed to be taken apart and put back together. We also request that all landscaping work has a separate line item on Exhibit C (Contractor Proposal Form), as this may need to be done at a later date. Regardless of landscaping work completion, the area surrounding the building must be left in a manner to leave the building properly accessible to all, and be both functional and pleasing to the eye.

III. RESPONSE FORMAT

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

- a. Letter of Transmittal and two (2) copies of the proposal (preferably double-sided) if sent through the mail. If sent electronically, all documents shall be in PDF format.
- b. Proposed scope of work.
- c. Completed Bid Form (Exhibit E) including price for each item, estimated start/end dates, and signature by authorized representative for the firm
- d. Signed and notarized Ordinance Certifications, (Exhibits F, G, & H)
- e. A brief description of your firm's history and experience with elevator modernization. If your firm intends to partner with another company, also provide pertinent information on the sub consultant.
- f. A work history of up to three (3) related projects showing for each:
 - i. Name, address and phone number for each client.
 - ii. Brief project description.
 - iii. Statement as to whether project was completed on time and within budget.
- g. Location of the office from which the management of the project will take place.

IV. CONTRACTOR SELECTION

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

1. Priority assigned to the project and current workload of the firm with particular reference to the personnel and other resources being proposed (Note: Capacity to complete work in an efficient timeframe will be critical);
2. Past performance record and relevant experience;
3. Approach to project to complete in timeline;
4. Quality of work, timeliness and experience; and

5. Financial responsibility of the firm.*

Each General Contractor shall respond to evaluation criteria items 1 through 5 in a concise and easily identifiable manner. Information shall be utilized in the final selection decision.

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

B. Evaluation Criteria Assigned Weight:

1. Total Project Cost 34%
 2. Qualifications 33%
 3. Schedule 33%
- TOTAL WEIGHT 100%

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

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

V. SUBMISSIONS

All questions are due March 28, 2023 by 12:00 PM

Questions may be submitted by email to: kbleakley@burlingtonvt.gov.

Responses posted March 31, 2023 by 12:00 PM

Proposals due April 10, 2023 at 12:00 PM

Proposals due via email to: kbleakley@burlingtonvt.gov with receipt requested.

VI. EXHIBITS

- A. Exhibit A: Project Specifications by Architect
- B. Exhibit B: Project Drawings by Architect
- C. Exhibit C: Contractor Proposal Form
- D. Exhibit D: Draft Contract
- E. Exhibit E: Burlington Standard Contract Conditions
- F. Exhibit F: Burlington Livable Wage Ordinance Certification

G. Exhibit G: Burlington Outsourcing Ordinance Certification

H. Exhibit H: Burlington Union Deterrence Ordinance Certification

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

VII. CONTRACTING

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

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

VIII. AGREEMENT REQUIREMENTS

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

IX. LIMITATIONS OF LIABILITY

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

X. COSTS ASSOCIATED WITH PROPOSAL

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

XI. INDEMNIFICATION

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

XII. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals

and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XIII. OWNERSHIP OF DOCUMENTS

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

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XV. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(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.

XVI. 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. Contractors shall consider public health emergencies as they develop project schedules and advance the work.

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.

Exhibit A:
Project Specifications by Architect

JAY WHITE, ARCHITECT, PLC

86 ST. PAUL STREET, SUITE 313, BURLINGTON, VERMONT 05401
Phone: (802) 793-1850 Email: jaywhitevt@gmail.com

Scope of Work and Specifications for Exterior Repair Lakeview Cemetery Office Building and the adjacent Louisa Howard Chapel

455 North Avenue, Burlington, Vermont 05401



June 14, 2022

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Division 1: Summary of Work and General Conditions

A. SUMMARY OF EXTERIOR RESTORATION WORK at LAKEVIEW CEMETERY OFFICE:

1. Work for this part of the project includes:

- a. Removal of the existing wood access ramp.
- b. Removal of the existing enclosed porch on the southeast corner of the building down to its foundation.
- c. Removal of exterior stairs and porch floor on the north side of the building.
- d. Partial Site grading within the **[Project Area box only]** to raise the grade around the east side of the building as indicated on the site plan.
- e. Reconstruction of the original open, covered porch on the southeast corner of the building.
- f. Restoration of the original open covered porch on the northeast corner to include replacement of missing column parts and replacement of the existing corner column to match its original design.
- g. Removal of the door in the north façade, and installation of a custom new window in its place.
- h. Replacement of the floor of the historic porch on the north side of the building.
- i. Exterior painting and exterior solid staining of the new porch floors on both sides of the building.
- j. Repair of the original slate roof on the south east corner after removal and reconstruction of the new porch roof at a lower height.
- k. Construction of a new accessible path and driveway on the east side of the building as indicated on the site plan will be by Cambrian Rise as part of their underground drainage system indicated on the drawings.
- l. Construction of a new wood accessible ramp that will be 18' long with powder-coat painted steel handrails.
- m. Removal of exterior storm panels over the two pairs of doors on the north and south side of the conference room.

B. SUMMARY OF EXTERIOR RESTORATION WORK FOR THE LOUISA HOWARD CHAPEL

1. Work for this part of the project includes:

- a. Slate Roof Cleaning and Minor Repairs to the slate roof.
- b. Stone wall minor repointing.
- c. Removal of the Lexan panels at all eleven windows in the chapel.
- d. Removal of foam caulking and re-caulking the stained glass windows.

e. Exterior wood painting.

f. Repair of the loose iron railing on the right side of the main entrance.

C. GENERAL CONDITIONS THAT APPLY TO WORK ON BOTH BUILDINGS:

1. The City of Burlington is seeking bids from restoration contractors to restore the exterior of both buildings as indicated on the Drawings and Specifications. Both buildings are on the same site, and skills used to restore the exterior of **Lakeview Cemetery Office** are similar to those used to restore the exterior of the nearby **Louisa Howard Chapel**. Both buildings have slate roofs that need minor repairs.

2. It is the intent that one contractor would do both projects, with the exception of the slate roof repairs, which may be bid as an independent contract or as a sub-contract to the general contractor.

3. BURLINGTON STANDARD CONTRACT CONDITIONS for CONSULTANTS and related insurance requirements applies to all parts of this project, and will be included in the final construction contract.

4. The Contractor will be furnished, free of charge a digital PDF version of the Drawings and Specifications from the Architect.

5. Construction Contract shall be prepared by the Owner using Burlington's standard construction contracts and related exhibits related to general requirements.

6. Cost of Bonds and Insurance shall be carried in the Contract Sum.

7. Contractor shall pay for and maintain a portable toilet for use by all workers on the job site.

8. The existing buildings must remain accessible and in operation throughout the project.

D. SUBMITTALS

1. Within 15 days of the date established for "Notice to Proceed," submit a comprehensive progress schedule indicating a time-bar for each significant category of work to be performed. Arrange schedule to indicate required sequencing and to show time allowances for submittals, inspections and similar time margins. Show submittal dates or prepare a separate coordinated listing of critical submittal dates.

2. Conduct progress and coordination meetings weekly or as mutually agreed upon, to be attended by representatives of the City, Architect and Contractor. The Architect will record and distribute minutes of the meetings by email to the Architect, City, and Contractor.

3. Prepare a schedule of values to show breakdown of Contract Sum corresponding with payment request breakdown and progress schedule line items. Show dollar value and percent of total for each unit of work scheduled. Submit not less than 7 days prior to first payment request. Revise each time the schedule is affected by Change Order or other revisions.

4. Submit a payment request each calendar month. Use AIA Form G702, fully completed and executed. Prior to initial request for payment, submit the schedule of values, a list of principal subcontractors and suppliers, the progress schedule and copies of building permits and similar start-up authorization.

5. Shop Drawings and Product Data:

- a. Coordinate submittal of shop drawings with the progress schedule and actual work progress. Allow one week for the Architect/Engineer's review.
- b. Initial Submittal to General Contractor: Sub Contractors shall submit drawings and specifications to the General Contractor, for his/her approval prior to submitting to the Architect. General Contractor will submit to architect only when Contractor is satisfied that the submittal indicates what the Contractor thinks is required. Contractor's review and approval shall precede Architect's review and approval.
- c. Final Submittal to Architect: After approval, submit prints or data sheets by email to jaywhitevt@gmail.com if drawings or cut sheets are 11x17 or smaller when printed full size. For larger drawings, submit 2 copies of printed drawings to Jay White, Architect, PLC, 86 St. Paul Street, Suite 313, Burlington, Vermont 05401.
- d. Submit samples of slate roof for both buildings.
- e. Submit shop drawings for the one new windows at the Lakeview Office Building on the north elevation first floor to replace a door that will be removed as part of this work.

6. Submit one set of samples. Provide 3 or more samples in each set where variations in color, pattern or texture are observable; show average condition and extreme range of variations. Submit full documentation with each set. Sample submittals are for Architect/Engineer's observation of color, texture, pattern and "kind." Maintain returned set at project site for purposes of quality control comparisons.

7. The Architect/Engineer will send an email regarding each submittal that will indicate: "APPROVED AS SUBMITTED", "APPROVED AS NOTED", or "REVISE AND RESUBMIT".

E. PRODUCTS AND SUBSTITUTIONS

1. To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work. Where it is not possible to do so, match separate procurements as closely as possible. To the extent that the product selection process is under the Contractor's control, provide products that are compatible with those previously selected.

2. Comply with the following in the selection of products, materials and equipment:

- a. Where only a single product or manufacturer is named, provide the product or equal product with the same character, function and appearance. \
- b. Where products or manufacturers are specified by name accompanied by the term "or equal," provide either the product named, or comply with the requirements for gaining approval of "substitutions, alternates or equals" for the use of an unnamed product.
- c. Where the specifications require only compliance with an imposed standard, code or regulation, the contractor has the option of selecting any product that complies with specified requirements, provided no product names are indicated.

- d. Where the specifications indicate that a product is to be selected from the manufacturer's standard options, without naming the manufacturer, the Architect/Engineer has the option of making the selection after the Contractor has determined or selected the manufacturer.
3. Except as otherwise indicated or required for labels and operating data, do not permanently attach or imprint manufacturers' or producers' nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.
4. The Contractor's requests for substitutions will be considered when they are reasonable, timely and fully documented.

F. FINAL CLEANING

1. At the time of project close-out, clean or re-clean the work to the condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting the Architect/Engineer's inspection for certification of substantial completion:
 - a. Remove non-permanent protection and labels
 - b. Polish glass
 - c. Clean exposed finishes
 - d. Touch-up minor finish damage
 - e. Remove debris, including broken slates and paint scrapings from the grounds.

Division 2: Site Work

A. SUMMARY OF SITE WORK REQUIREMENTS

1. Site work is currently limited to site work in the Project Area box marked on the drawings around the Lakeview Cemetery Office Building and resetting of one historic handrail newel at the adjacent Louisa Howard Chapel.
3. Landscaping will consist of grass in all disturbed areas within the Project Area box, except where the drawings call for perennials or flowers, which will be planted by Burlington Parks, Recreation and Waterfront.
4. Where existing lawns or landscaping is disturbed within the Project Area box, rake smooth and plant new grass consistent with surrounding lawn areas. Add 6" of top soil under grass where necessary.
5. Prior to any digging on site contact DIGSAFE at 1-888-344-7233.
 - a. If existing utilities are found to interfere with the permanent facilities being constructed under this Section not already indicated on the drawings, immediately notify the Owner and secure its instructions.
 - b. Do not proceed with permanent relocation of utilities until written instructions are received from the Owner.
6. Raising the grade on the east side of the office within the Project Area box is part of this work. Additional work shown on the site plan outside of the Project Area box will be completed by Cambrian Rise in spring of 2023. This work includes:
 - a. Installation of two large underground drainage storage systems.
 - b. Final grading outside the Project Area box to achieve an ADA accessible path not greater than 1:20 slope at the location indicated on the drawings SP1 and A101.
 - a. New asphalt paving where indicated on the drawings.
7. Uniformly grade the areas within the Project Area box, including adjacent transition areas.
 - a. Smooth the finished surfaces where existing wood ramp and steps are to be removed to generally blend with existing grades. Add top soil where necessary to get a 6" layer of top soil, and seed with grass to blend with surrounding grass.
8. Cambrian Rise work must assure that the new asphalt paving path and newly paved driveway that will be reconstructed is not steeper than 1:20 and that water does not pond on finished surfaces.
9. Set top of path leading to the bottom of the new ramp so that it will be 12" below the elevation of the new porch and so that ramp will be 12' long. This will keep the ramp at the maximum slope of 1:12 that is allowed by ADA.
10. 7" thick granite slabs steps are required at:
 - a. The three steps between the parking area and the permeable paver path near the bottom of the new ramp.
 - b. The two steps between the north end of the new permeable paver path and the existing north porch.

c. The bottom of the new wood ramp to support the east end of the ramp stringers as indicated on the drawings.

B. ON GROUND FILLING

1. Remove vegetation, debris, unsatisfactory soil materials, existing pavement obstructions, and deleterious materials from the ground surface prior to placement of fills.
2. Plow, strip or break up surfaces steeper than one vertical to four horizontal, so that fill material will bond with existing surface.
3. At exposed soils in areas to be graveled for roads or parking areas, scarify to a minimum depth of 6 inches, and re-compact at a moisture content that will permit proper compaction as specified for fill.
4. Do not place fill material on surfaces that are muddy, frozen or containing frost or ice.
5. Place fill materials evenly adjacent to structures, to required elevations.
6. Provide landscape fabric under both the reconstructed south porch with its new design and shape and the repaired north porch in its historic design and shape.
7. Cover landscape fabric with a 3" layer of 1 1/4" drainage stone to reduce weed growth under both porches.

C. GRADING

1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.
2. Smooth the finished surfaces within specified tolerance.
3. Compact with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.
4. Grade areas adjacent to buildings to achieve drainage away from structures and to prevent ponding.
5. Finish the surfaces to be free from irregular surface changes.

D. LANDSCAPE PLANTINGS

1. SUMMARY

- A. Provide 6" topsoil at locations shown on the Drawings for "Grass", "Flowers" or "Perennials".
- B. Grass and Flowers will be planted by Burlington Parks, Recreation and Waterfront after top soil is in place and graded smooth by this contractor.

2. TOPSOIL

- A. Topsoil shall be of a quality which will support healthy, vigorous plant growth. It shall be a natural, workable loam, free of refuse, roots, stones, brush, weeds or other material which would be detrimental to the proper development of plant growth.
- B. The topsoil and its source shall be inspected and approved by the Engineer before its use.

E. STONE STEPS

1. Stone steps are meant to be natural cleft flat slab rocks, rather than cut granite from a quarry. Set risers leading to the south porch ramp to be about 6" tall and set treads to be about 51" deep. Top stone will have a shorter tread as shown on the site plan. Set risers leading to the north porch to be 7" risers and 12" treads as shown on the site plan.



2. Set stones on an 8" layer of drainage stones where indicated on the Site Plan. There are three steps between the parking area and the new path leading to the bottom of the new ramp, and two steps on the east side of the north porch that will replace the existing wood steps. Overlap stones so that the riser sits at least 4" of the tread of the stone below. Do not use any mortars. Set all stones so that they are laid dry with a slight pitch to the front for drainage.
3. The stone steps are meant to "read" as part of the garden and are not meant to be part of a fire egress path or accessible path, as other routes meeting those requirements are handled via the new wood ramp and new pavers.

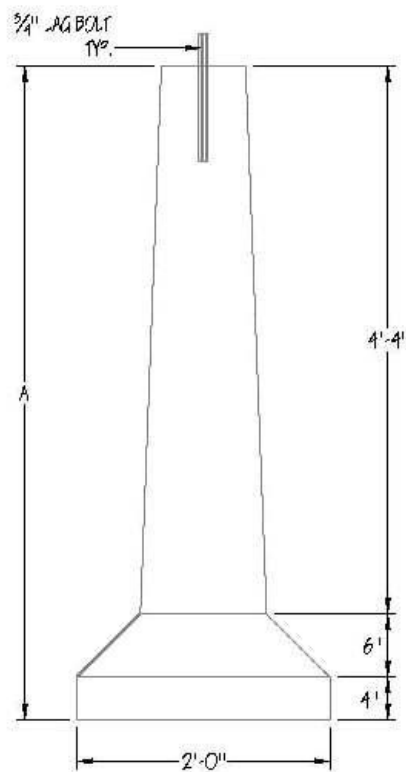
DIVISION 3, CONCRETE FOR LAKEVIEW CEMETERY OFFICE

A. FOUNDATION FOR NEW PORCH

1. Provide two pre-made concrete pier under each new porch post as indicated below and on the drawings. In the event the existing porch is already on a concrete foundation, notify the architect to determine if the existing foundation may be suitable.

a. Dig a hole under each post location and install a new 60" tall pre-cast concrete post support as manufactured by Washburn Vault Company, as seen below.

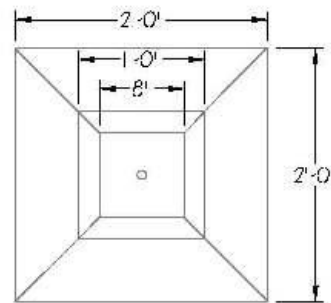
b. Set 60" pier so that top of pier will be 12" below the new porch.



NOTES:


- CONCRETE PIER MIN 4000 PSI
- CONT. #4 REBAR
- INDUSTRIAL FIBER
- ARE AVAILABLE IN THE FOLLOWING HEIGHTS: 16", 48", 60"

A = 16" OR 48" OR 60"



SIDE VIEW
SCALE: 1" = 1'-0"

TOP VIEW
SCALE: 1" = 1'-0"

DRAWING NO.	TITLE		 WASHBURN VAULT COMPANY, Inc. WASHBURN VAULT COMPANY INC 18 WASHBURN WAY HINSDALE, NH 03451 PHONE: 603-256-6891 FAX: 603-256-6892 EMAIL: INFO@WASHBURNVAULT.COM
PC-1	DRAWING TITLE		
SHEET NO.	CONCRETE PRE-CAST PIER		
1 OF 1	DRAWN BY: JED JOB CONTACT: TBD		
	CHECKED BY: WV DATE: 4/6/11		

DIVISION 4: STONE WALL RE-POINTING

A. POINTING GENERAL REQUIREMENTS

1. Repoint historic stone walls on the Chapel and at the base of the Lakeview Cemetery Office where mortar is missing as specified. Note that there are two colors of mortars on the Chapel: most of the mortars are dark grey, but there is a bead of white lime putty mortar inserted in a 1/8" wide groove in the center of each mortar joint.
2. It appears that the building was repointed once before and that is when it appears that the white lime putty lines and dark grey mortar joints were added. The original mortar, barely visible behind some areas of the dark grey mortar was slightly lighter than the very dark grey, almost black mortar that it evident now. This unique two-tone feature of the historic mortar joints is mostly intact and is what we want to restore.

B. POINTING SPECIFICATIONS AT CHAPEL:

1. Remove loose mortar and white lime putty, only where it is loose. Do this with hand tools; do not use any motorized tools on this repointing project except where sawing may be necessary to make a groove for the white lime putty mortar deeper. Do not scratch or chip any of the red stones.
2. Repoint the dark grey mortar joints only where they are missing.



3. Use a weak dark grey mortar made of 1 part cement and 3 parts dark grey sand. It is essential that the color and texture of the new dark mortar match the historic mortar.
4. When the new dark grey mortar is still wet, tool in a groove that will be about 1/8" thick and 3/16" deep using a hand trowel.
5. Where the white lime putty is missing but the mortar behind it is intact, it may be necessary to cut the groove to hold the putty a bit deeper.
6. After the dark grey mortar is set, use a white lime putty to fill in the groove. Wash the surface to assure that the white lime putty is exposed. Do NOT use white paint; use white lime based putty instead to create the thin white lines seen in the photos above.
7. In all cases match adjacent width, size and shape of the historic mortar that will remain.

DIVISION 5: METAL FABRICATIONS

A. PAINTED STEEL HANDRAILS

1. Provide factory applied, baked on powder-coated painted steel handrails with pre-welded support posts for the new ramp. Color to be gloss white. Recommended Supplier is Finish Solutions, St. Albans, Vermont. Contact Adam Routhier, Cell: (802) 238-2053
2. Handrails and support posts shall be spaced as indicated on the elevations.
3. At the top and bottom of the rails, provide a level portion that will extend 12" past the top of the ramp and 2" past the bottom of the ramp; then turn the top rail down at both ends to make the integral post for the new handrail.
3. Set height of handrail to be 34" above the ramp surface. No baluster are required since grade is less than 30". (Top of stringers will be 2" higher than surface of ramp, so total height of handrail will be 32" high from top of handrail to bottom of support plat. Assure that hall handrails are vertical. Extend bottom of handrail 12" past bottom of amp.
4. Support handrail posts on integral 2" x 4" x 1/4" plates. Angle slope on plates to match stringer slope of 1:12. Bolt handrail to top of wood stringers or rock slab at the bottom with two 1/4" diameter stainless steel lag bolts, 2" long.

DIVISION 6: CARPENTRY AND PORCH ROOFS

A. WOOD RAMP

1. Build a new wood ramp that will be 12' long and cover a vertical distance of 12" from the new garden walkway to the new south porch as indicated on the drawings.
2. Outer stringers shall be made of 3 ½" x 9 ¼" 2.0E Microllam LVL floor beams. Set top of stringers to be 2" above the walking surface of the ramp. (ADA requirement). Provide one center stringer made of 3 ½" x 5 ½" x 2.0E Microllam LVL floor beam.
3. Use stainless steel bolts to attach the top of the stringers to the new perimeter joists of the new south porch. Attach the bottom of the stringers with 3" x 3" x ¼" galvanized steel angles bolted into the bottom of the stringers and into the side of the 7" x 24" x 48" rock slab at the bottom of the ramp as shown on the drawings. Set rock foundation at bottom of slab on 8" layer of drainage stone. Assure that the angle that will support the stringers is set level.
4. Use natural finish 1 x 6 pre-stained tongue-and-groove pine decking boards (¾" thick). Pre-stain all boards on all sides after grooving with a solid stain equal to Sherwin Williams Woodscapes Solid Color "Beleverdere Tan". Nail boards through the tongues into the tops of the center wood stringer and into the tops of 2x2 wood ledgers nailed into the side of the outer stringers. Set the ledgers so that the top of the side stringers will be 2" above the top of the walking surface. Use two nails at each stringer or ledger location (6 nails per board).
5. Always use galvanized or stainless steel spiral or ring shaft nails to fasten pressure-treated and pine floor boards.

B. PORCH FLOOR FRAMING

1. After removing existing porch floors, notify architect to inspect existing foundation piers if any in order to determine if new concrete piers will be necessary.
2. Bolt 2x8 preservative pressure treated 2x8 ledgers into studs or main sill of historic building in order to assure that 1x6 pine floor boards will be at the same elevation as the exterior of the existing wood threshold. Use stainless steel connectors.
3. Install two new concrete piers to support outer corners of the new L shaped south porch where indicated. If there is sufficient existing concrete foundation for the porch, notify architect to determine if it is suitable to use but carry the cost of two new concrete piers in the base bid.
4. Install 3 ½" x 9 ¼" 2.0E Microllam LVL floor beams where indicated on the drawings.
5. Set height of beams to match height of existing door thresholds. If the threshold heights vary, match the height of the southernmost door.
6. Connect the corners of the beams where indicated on the drawings using 6" x 6" x ¼" bent plates with 4 holes per side for connecting bent plates to beams and beams to each other as indicated on the drawings.
7. After the beams and ledgers are installed, set new 2x8 floor joists where indicated on the porch framing plans. Hang joists with galvanized joist hangers hung to the sides of the beams and ledgers.

8. Paint the exterior side of the exterior floor beams (white, semi-gloss sheen) prior to installing the pre-stained pine tongue and groove floor boards. Use primer plus two coats of paint. Do not paint the interior sides or the tops of the beams.

9. Install 1 x 6 tongue and groove pine, pre-stained floor boards on the new ramp and both porches. Overhang the beam by 1" and do not bullnose the floor boards. Do not substitute fiberglass or artificial Trex decking. Trex is not as slip resistant as wood cedar boards are and will not provide the necessary historical integrity we want in this restoration project using all natural materials.

10. Always use galvanized or stainless steel spiral or ring shaft nails to fasten pressure-treated and pine floor boards.

C. DECORATIVE PORCH COLUMNS

1. Install the porch posts AFTER the pine floor boards are installed.

2. Fabricate the columns to duplicate the decorative details of the two remaining posts on the north porch seen here:



3. Note that all columns are comprised of these identical parts:

a. All outer parts of the columns are made of 2" x 2" white oak posts without knots. The inner portions are made of four cutout, 1" wide "blocks" cut to the decorative shape seen here Bottom block points up; the center pair is mirrored, one pointing up and one pointing down. At the very top there is another decorative shape "capital" above a 1" half-round neck.



b. Each decorative block is 6 1/4" wide and a full 1" thick. The "pointed" decorative blocks are 8" tall; the top, "clover shaped" capital block is 5" tall.

c. The bottom decorative blocks sits on top of a solid base that is 2" thick (matching the corner columns) and 6" wide, with the 2" x 2" outer posts cut to be the full length. A 1" thick baseboard that is 6" tall wraps the base and side column and is capped with a 3/4" quarter round.

4. To make the new columns, make a template of one of the northern columns, or remove one and support the north roof with a temporary 4x4 post. Note that the new south porch columns will be shorter than the existing north porch columns. Set the pair of mirrored decorative block so that they will be centered in the new columns between the upper and lower pointed decorative blocks.

5. Use clear, select grade white oak or mahogany with no knots for all parts of all columns. Remove excess paint from historic columns and replace broken or missing parts in the historic columns of the north porch. We do not want to have you rebuild and replace the historic columns on the north porch since they are original.

6. Screw and glue all parts of the new columns together in the shop prior to painting them with a primer and two coats of white semi-gloss paint in the shop.



7. The new south porch roof will be lower than the existing roof that will be removed. This is designed this way because the south porch has an extension to the south next to the building and we need to get a better flashing detail. If you look closely, you can see the ghost of the former roof eave that we are matching in this restoration.



8. Prior to constructing the new porch roof, remove the black roof membrane of the existing enclosed porch that will be removed, and repair the slate in accordance with Division 7 of these specifications.



9. Set the shop-fabricated columns in place and on top of the cedar floor boards. The pine board floor spreads the load of the columns so they are not just point loads on the new beams below.

10. To attach the new columns with galvanized steel 2" x 4" x 1/8" clip angles. Attach one angle to each completed decorative column by setting one 2" leg under the center block of the new column and the 4" vertical leg on the solid bottom block of the column. Cover the clip angle with painted 1" x 5" wood base around each column to tie its bottom together while adding reinforcing and raising the bottom of the post off the decking so it doesn't wick up moisture. Use a 3/4" quarter-round around the exterior of the 1x5 painted wood bases of the columns.

11. Where the skinny columns butt into the clapboard siding, nail each column to the siding at 24" spacing with galvanized nails to add lateral stability to the porch structure.

D. SOUTH PORCH ROOF FRAMING AND FASCIA

1. Match the decorative fascia details on the existing north porch when building the new south porch roof as seen here:



2. Follow framing plan indicated on the drawings. Note that the overhang on the east side will be greater than the overhang on the south side. Note that the entire roof will be in one plane drawing to the south at $\frac{1}{4}$ " per foot.

3. Support new tapered 2x8 rafters on top of 1 $\frac{3}{4}$ " x 9 $\frac{1}{4}$ " 2.0E Microllam LVL beams. Note that one beam spanning east to west will need to be a double beam sandwiched on both sides of the new column to meet code requirements which require an increase in the normal snow load due to drifting that may be caused by the higher roof of the main building.

4. Set rafters so that there will be a taper of $\frac{1}{4}$ " per foot to drain in a single plain to the south. This will avoid water falling on the ramp.

5. On top of the rafters, install $\frac{3}{4}$ " Advantech Roof Sheathing and a black rubber EPDM membrane roof. Flash roof membrane up under all of the clapboards above it on the west side and 6 clapboards on the north side. Expose only 4" inches of rubber roof flashing.

6. Install pre-painted white aluminum edge flashing at all exterior roof edges. Nail edge flashing over rubber roofing at 6" o.c. with prefinished white aluminum nails. Let flashing overhang decorative fascia.

7. At the bottom of the rafters, attach $\frac{3}{8}$ " painted wood bead board ceiling similar in scale to what is there now. Color of ceiling will be selected by Architect.

8. Provide a 2" wide screen vent in the ceiling near the inside face of the beam to allow ventilation into all bays of the entire roof structure.

E. NORTH PORCH REPAIRS



1. Remove the existing membrane roof and roof sheathing over the north porch. Inspect roof rafters, and notify architect if there is rot, or if you think they need to be replaced. If so, an additional sum will be negotiated to replace the roof rafters over the north porch.
2. On top of the rafters, install $\frac{3}{4}$ " Advantech Roof Sheathing and a black rubber EPDM membrane roof. Flash roof membrane up under all of the clapboards above it on the west side and 6 clapboards on the north side. Expose only 4" inches of rubber roof flashing.
3. Install pre-painted white aluminum edge flashing at all exterior roof edges. Nail edge flashing over rubber roofing at 6" o.c. with prefinished white aluminum nails. Let flashing overhang decorative fascia.
4. At the bottom of the rafters, remove the existing plywood roof, some of which has failed and is hanging down. Attach $\frac{3}{8}$ " painted wood bead board ceiling similar in scale to what is there now on the south porch. Color of ceiling will be selected by Architect.
5. Provide a 2" wide screen vent in the ceiling near the inside face of the beam to allow ventilation into all bays of the entire roof structure.
6. Remove the existing floor boards and their supporting joist. Replace the joisting with new pressure treated 2x8 joists and replace the existing pine floor of the porch with new tongue and groove pine floor boards that will be pre-stained on all sides with the same stain specified for the south porch.
7. Remove and discard the lattice work under the porch. Raise the grade in this area so that the porch is not higher than 30" below the porch floor. This avoids the need for an additional railing that would be required if the height is more than 30".

DIVISION 7: SLATE ROOF REPAIR

A. SLATE ROOF REPAIRS, GENERAL REQUIREMENTS

1. On the north roof of the Lakeview Cemetery Office, remove the black membrane roof overlapping the original slate roof on the main building as part of existing north porch demolition.
2. On the south end of the main east side roof, add new slates to match existing slates as required to bring the slate roof to the bottom of the original eave on the east side of the main building. The new porch roof will be built lower and will be below the bottom of the main roof eave instead of on top of it as it is now.
3. On the Louisa Howard Chapel, replace missing and broken slates as specified below. There are about 10 slates missing or broken on the north side and about 4 slates missing on the south side. All slates on the Chapel are 7" wide and about 10" long (8" from bottom of broken slates to remaining nail holes). All slates are between 1/8" and 3/16" thick. (This is smaller than most roof slates for commercial buildings.) Some of the Chapel slates are cut off at the corners as seen in this photo. The cuts are 45 degree cuts measured 2" from each corner; they look rounded in the photo, but they are diagonal cuts in every case. All have a 5" exposure.



4. All slates are a **Vermont Mottled Purple** slates and are available from:
Vermont Structural Slate, Phone (802) 265-4933
Box 98, 3 Prospect Street, New Haven, Vermont 05743

5. There are about 6 slates missing or broken on the north side and about 4 slates missing on the south side. All slates are 7" wide and about 10" long (8" from bottom of broken slates to remaining nail holes). All slates are between 1/8" and 3/16" thick. (This is smaller and thinner than most roof slates for commercial buildings.) Some are cut off at the corners as seen in this photo. All have a 5" exposure.



East side of north roof



Center part of north roof



West side of north roof



East side of south roof

B. SLATE REPLACEMENT SPECIFICATIONS FOR BOTH BUILDINGS:

1. Wash the entire roof with “30 Seconds Outdoor Cleaner” and low pressure power washing. Replace missing and broken slates as specified below. Replace all missing and broken slates; on close inspection there may be a few more than those I have highlighted with orange ovals in the photos above.

2. General process of how to repair missing slates is best illustrated in this YouTube video made by David Reinhardt:

https://www.youtube.com/watch?v=D5_vWNF8wqs&list=PL5YfoPGrKYHhAjJJMRPygGC20IPzPo7We&index=2

3. To access the roof, use scaffolding or a lift. DO NOT LEAN A LADDER UP AGAINST THE EDGE OF THE ROOF. The historic slates are very thin and overhang the eave; leaning a ladder up against the eave will break the slates.

4. It is okay to hang a ladder over the roof edge and lay it over the roof if it is padded.

5. Use a slate ripper as shown in the David Reinhardt YouTube video to remove nails and the upper portion of the broken slates.

6. Insert a new slate as shown in the video after cutting it to the correct size. If the broken slate is one where the lower corners have been cut off as seen in the photos, cut the new slate to match the adjacent slates next to it before installing the new slate.

7. Use an aluminum spring loaded flashing piece to transfer water down the keyway as shown on the video. The spring loaded flashing is necessary to keep the slate tight. Set the flashing high enough so it will not be visible.

8. Use just one 2” copper nail to attach the new slate as shown in the video. Do not use galvanized, aluminum or stainless steel nails. The adjacent slates will keep it from moving side to side; one nail is sufficient to support the new slates. Be sure the nail goes into the underlying wood strapping.

9. Remove all broken slates from around the buildings.

DIVISION 8: WINDOWS AND DOORS

A. LEXAN REMOVAL AND REPAIRS OF WINDOW CASINGS AT CHAPEL:

1. The chapel has eleven stained glass windows that are now covered with aged and yellowed Lexan storm panels. There are two windows on the east side (one on each side of the main entrance), four windows on the north side, four windows on the south side, and one window on the west side next to the rear door seen below.



2. In every case, the storm panels are held in place with a 1" wood quarter-round glass stop and foam rubber sealant that has been painted over as seen in the photos below. Water is getting inside the thick foam sealant and is trapping moisture against the original 2" diameter round wood casings, still seen here, but mostly buried in thick foam caulking seen here.



3. As a result, the casing may be damaged behind it, but being of tight old-wood growth, it is salvageable. The original appearance of the casing around the window originally looked like the casing that is still present around the front entrance doors seen below. This looks like an accurate restoration of what was there originally; there is not enough weathering on this casing to make me think it is original.

Foam caulking in this area should also be removed.



B. SPECIFICATION FOR REMOVAL OF LEXAN STORM PANELS AND RESTORATION OF HISTORIC WINDOW CASINGS:

1. Remove the foam caulking noted above. Do this with hand tools. Do not damage or scratch the stones.
2. Remove the 1" wide quarter-round that is holding in the frameless Lexan panel seen here.



3. Remove the Lexan panels. Be sure to not damage the stained glass window in the process of removing the Lexan panels.

4. Notify architect at this point to inspect the condition of the historic 2" diameter round wood casing that is holding the stained glass windows in place. It may need consolidation, but likely can just be painted after re-caulking with a narrower silicone caulking designed to be painted.

5. To be able to paint over the silicone caulking, pour denatured alcohol on a rag and wipe over the new silicone caulking. The alcohol acts as a sort of sandpaper that will make the caulk rough and dull.

6. Next apply a thin layer of siliconized acrylic latex caulk on top of the silicone caulk. Recess all of the caulking as far back as possible, exposing all of the historic 2" diameter round wood casings that will remain around all of the stained glass windows. There will be no exterior storm panels applied, but interior glass or Plexiglas can be added to the interior of the windows in the future, but I do not think this is necessary since the chapel is seldom heated and then not for very long.

C. WINDOW AND DOOR CHANGES AT LAKEVIEW CEMETERY OFFICE

1. Remove all black shutters on the Lakeview Cemetery Office.

2. Remove the existing door at the north elevation of Lakeview Cemetery Office seen here.



3. Install a new window to match the size and height placement of this windows on west side of the north porch seen here.

4. New window may be a wood window with insulated glass and simulated 6-over-6 divided glass to match the historic window on the north porch seen here. General carpenter shall match the flared window casings of this same window around the replacement window on the north elevation seen here.



5. Acceptable manufacture and series is **Pella Architect Reserve Double Hung Window** or approved equal.

6. Windows shall be pre-finished on both interior and exterior. Finish shall be white on both the interior and the exterior.

7. Use standard finish hardware to be selected by Architect.

8. Provide shop drawings on windows for approval by Architect.

D. STORM DOOR REMOVAL AT LAKEVIEW CEMETERY OFFICE

1. Remove these exterior storm panels so doors on the north elevation so these doors can be used as an emergency exit.



2. Remove the storm panels on the south side of the conference room seen here, so these doors can be used as an entrance to the conference room without first going through the office.



DIVISION 9: EXTERIOR PAINTING

A. EXTERIOR PAINTING AT THE CHAPEL

1. After the new caulking around the stained glass windows dries, paint all the wood trim and new silicone caulking of the chapel with two coats of an Alkyd based paint, semi-gloss sheen. Color will be determined after consultation with the architect and the owner. Notice that two different colors of tan have been used on what appears to be a reconstruction of the original entrance.
2. Remove this foam caulking around the doors and windows completely



3. It is important that the new caulking specified above for the windows also be used around the doors. When completed, the replaced caulking in this area will be tucked back behind the face of the wood trim so it will “read” as a dark shadow. Caulking should be recessed behind the face of the stones.
4. The finish paint of the doors, door casings and window casings should all match and have a semi-gloss sheen, instead of the flat sheen they have now. Paint product should be Alkyd- based instead of Latex-based. Alkyd paint is a kind of modern oil-based paint and will hold up better to the weather in these exterior conditions than will latex paint.
5. Remove the door hardware when re-painting the doors. Replace hardware after door paint is dry.

B. EXTERIOR PAINTING AT THE LAKEVIEW CEMENTERY OFFICE

1. All finishes shall be applied in accordance with manufacturer's specifications.
2. All exterior paint on trim and doors shall be brush-applied.
3. Apply paints to thoroughly cleaned, dry surfaces within 30 days of material installation.
4. Paint shall be “Duration” by The Sherwin-Williams Company or approved equal. Colors to be selected by architect, but will generally match existing.
5. Sheen for all wood finishes shall be Semi-Gloss.

6. Paint all exterior surfaces except ramp floor, porch floors, glass, metal and the roof. Include: Siding, porch ceilings, wood trim, doors, windows, wood storm windows.

7. Steel rails for the new ramp shall be pre-finished at the factory with powder-coat non-rust finish. Do not field paint handrails.

8. Give all opened containers to Owner for future use and touch up, with location of use and color formula visible on the container.

C. PAINT SCHEDULE

1. Clapboards, Cornices, Siding Trim, Sashes, Doors

a. Satin Finish acrylic copolymer: (7 mils wet, 2.8 mils dry per coat, 250-300 sf per gallon)
Primer coat is required on new and bare wood only: S-W Duration Exterior Latex Acrylic Satin Coating, K33 Series. Only one coat is required over existing paint using Sherwin Williams "Duration" due to its extra thickness.

2. Colors for Lakeview Cemetery Office:

- a. Wood trim, doors, and windows: White, Semi-Gloss Finish.
- b. Clapboards: Color to be determined by Architect, Semi-Gloss Finish.
- c. Porch Ceilings: Color to be determined by Architect, Semi-Gloss Finish.

3. Colors for Louis Howard Chapel:

- a. Stained glass wood window sash after Lexan panels are removed and windows are caulked:
Colors to be selected by Architect, Semi-Gloss finish.
- b. Doors: Colors to be selected by Architect, Semi-Gloss finish.\

D. SURFACE PREPARATION

1. All surfaces must be dry and in sound condition.

2. Do not paint in rain, fog, or below 40 degrees.

3. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion by washing with a garden hose and hand brushing away dirt, cob webs and grime. It is not necessary or desirable to remove all existing paint – only that paint that has lost its adhesion to the original wood substrate.

4. Remove loose or peeling paint by scraping or sanding with hand tools such as rotary sander, belt sander and hand scraper after paint is softened using an electric heat plate, or electric heat gun. DO NOT use a blow torch, rotary drill attachments, high pressure water-blasting or sand blasting. Use caution to avoid damage to carved or delicate wood details.

5. Wear protective goggles and respirators since the paint being removed likely contains lead. Collect all paint scrapings in a drop cloth and dispose of as required by local authorities. Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup.

For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

6. Where crazing has occurred, hand scrape to determine if paint flakes off easily. If so, remove crazed paint where it flakes off easily by hand scraping the entire loose area after heating the affected area with a heat gun or heat plate. If crazed paint does not chip off easily when hand scraped, leave it in place and paint over it.
7. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
8. Hand sand to feather the edges of removed layers of peeling or loose paint to avoid cratering.
9. Hand sand all surfaces of paint that is not removed to provide a fresh surface.
10. Do not paint immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions. ("Duration" can be applied above 35°F).

E. APPLICATION

1. Apply all coatings and materials with manufacture specifications in mind. Mix and thin coatings according to manufacturer's recommendation.
2. Do not apply to wet or damp surfaces. Wait until wood is fully dry after rain or morning fog or dew.
3. Apply coatings using methods recommended by manufacturer.
4. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
5. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness. A minimum total dry film thickness of 10 - 16 mils and a surface with 10 or less pinholes per square foot is required for a waterproofing system.
6. Assure all windows operate properly before painting window sash or window casings.
7. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.
8. Protect all roofs and ground surfaces below painted area with a drop cloth that is carefully maintained and located to catch all splattered paint. Do not crush or trample plants near the base of the building.

F. CLEAN UP

1. Remove all paint scraping and materials from site used in the painting process.

2. Remove all paint from exterior of glass in windows and doors. Wash exterior glass of all windows and doors.
3. Assure all windows open and close properly after new painting is complete.

END OF SPECIFICATIONS

Exhibit B:
Project Drawings by Architect

LAKEVIEW CEMETERY OFFICE EXTERIOR RENOVATIONS

Burlington Parks, Recreation and Waterfront

455 North Avenue

Burlington, Vermont 05401



DRAWING INDEX FOR EXTERIOR RENOVATIONS ONLY

- SP 1 PROPOSED SITE PLAN
- D 101 FIRST FLOOR DEMOLITION PLAN
- A 101 PROPOSED FIRST FLOOR PLAN

- A 201 PROPOSED EAST ELEVATION
- A 202 PROPOSED WEST ELEVATION
- S 301 SOUTH PORCH FRAMING PLANS
- S 302 SOUTH PORCH FRAMING SECTIONS

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PROJECT:

LAKE VIEW CEMETERY HOUSE

455 North Avenue, Burlington VT

JOB No. 21-02

TITLE:

COVER AND INDEX

SCALE:

ISSUE DATE:

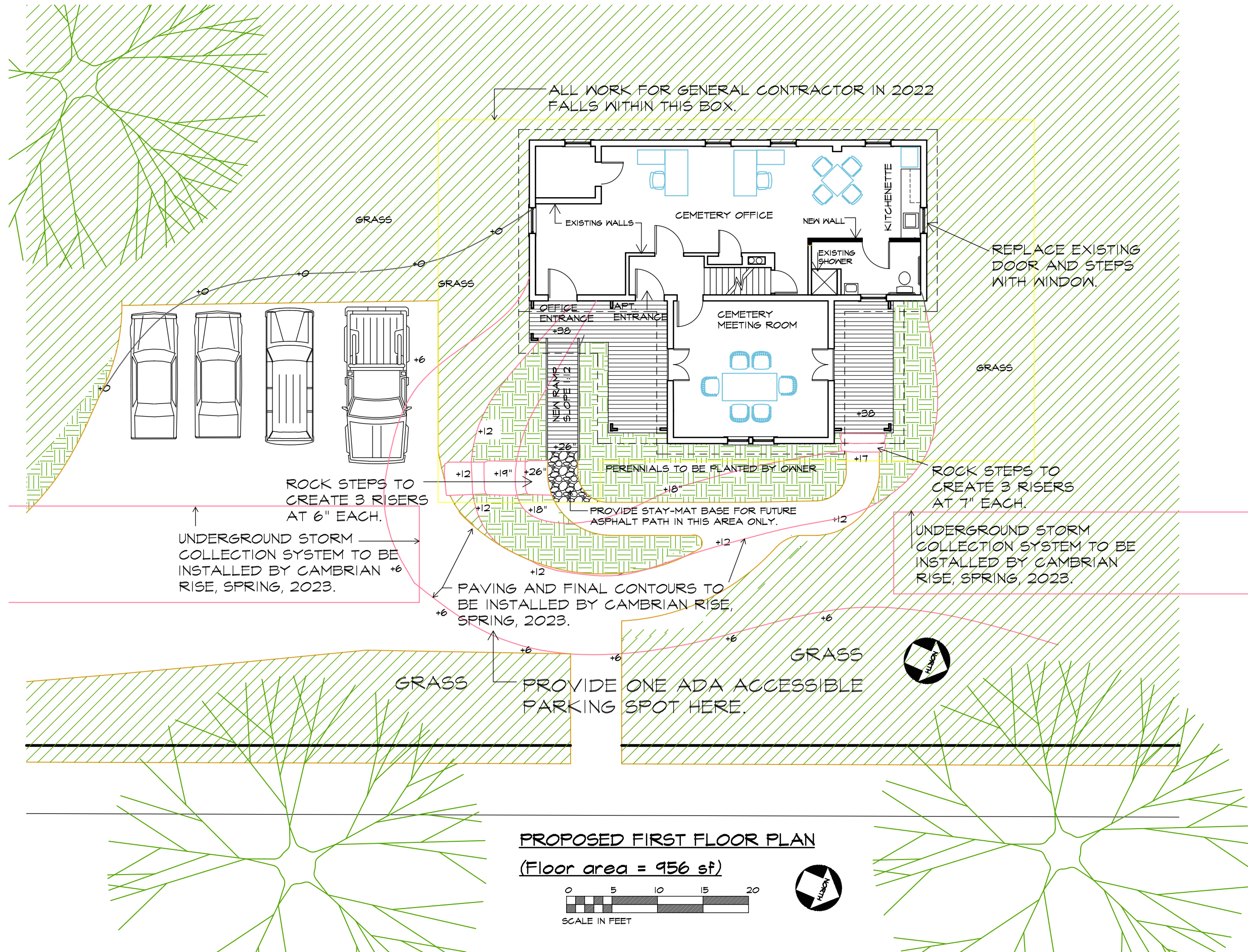
10/21/21

REVISIONS:

6/14/22

SHEET No.

INDEX



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PROJECT:

LAKE VIEW CEMETERY HOUSE
455 North Avenue, Burlington VT

JOB No. 21-02

TITLE:

SITE PLAN

SCALE: 9/32" = 1'-0"

ISSUE DATE:

10/21/21

REVISIONS:

6/14/22

SHEET No.

SP1

LOOK CAREFULLY AND YOU CAN SEE EVIDENCE OF A PROFILE IN THE PAINT THICKNESS OF THE ORIGINAL PORCH ROOF AT THIS LOCATION.

REMOVE BLACK BRACKET, THIS LIGHT AND ALL RELATED SURFACE MOUNTED LIGHTING ON THIS CORNER.



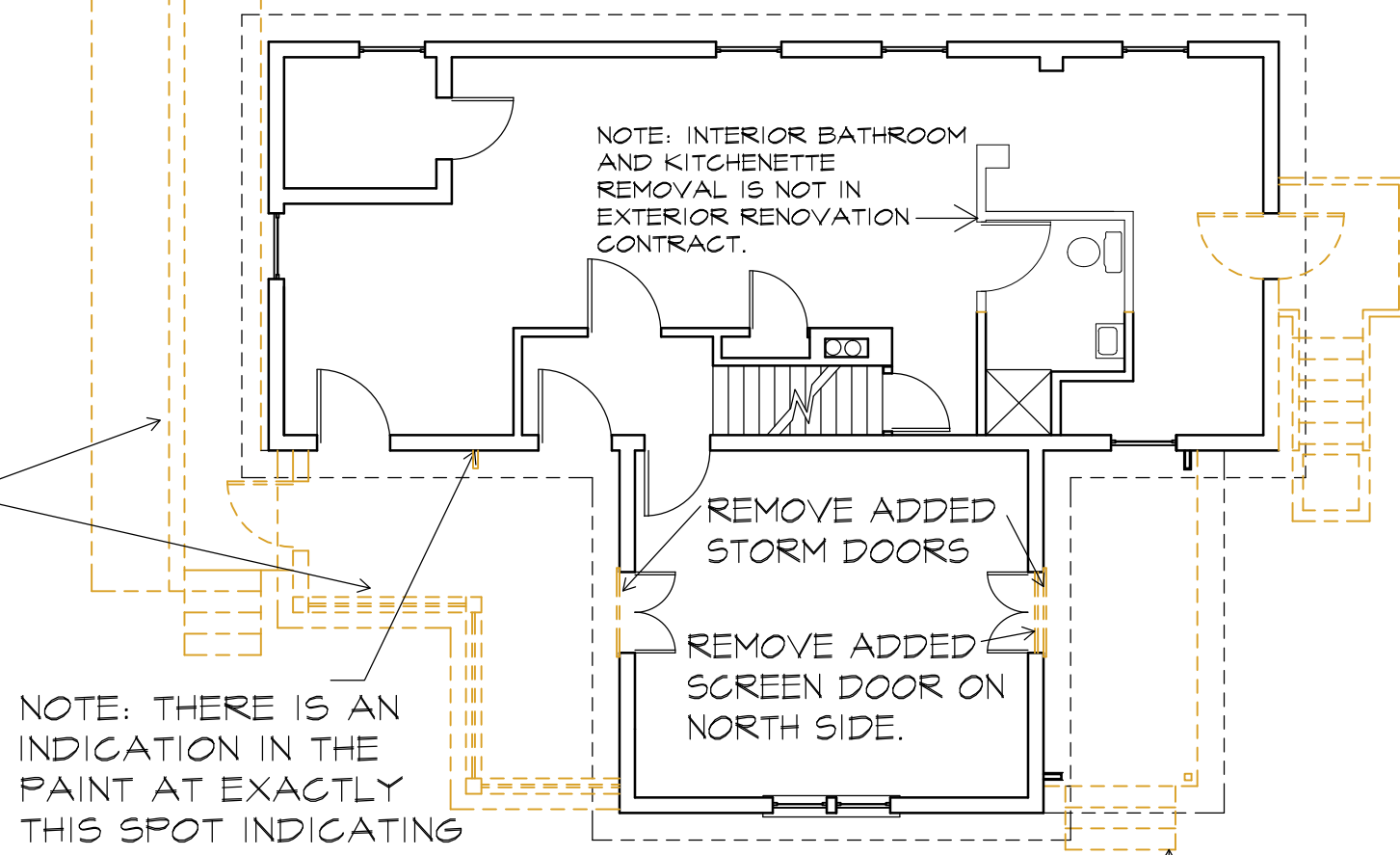
REMOVE NEWER PORCH, WOOD RAMP AND WOOD STEPS COMPLETELY.



NOTE: REMOVE THIS ENTRY AND REPLACE WITH ORIGINAL WINDOW. (FORMER WINDOW LOCATION IS EVIDENT IN PATCHING OF CLAPBOARDS OVER THIS NEW DOOR. SECOND EXIT IS NOT REQUIRED IN A SPRINKLERED BUILDING.)



REMOVE 4X4 POST AND REPLACE WITH NEW "LACEY" POST CORNER TO MATCH ORIGINAL POSTS NEXT TO BOTH WALLS. ALSO REMOVE LATTIC UNDER PORCH TO ALLOW FOR HIGHER GARDEN FILLING ON GROUND.



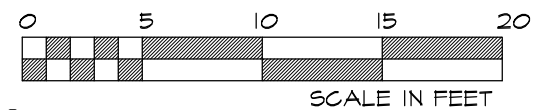
NOTE: THERE IS AN INDICATION IN THE PAINT AT EXACTLY THIS SPOT INDICATING A FORMER NARROW COLUMN MIRRORING EXACTLY THE NORTH PORCH.

REMOVE THESE STEPS AND REPLACE WITH STONE STEP DUE TO HIGHER GRADE IN PROPOSED DESIGN AT THIS AREA



FIRST FLOOR DEMOLITION PLAN

DASHED LINES INDICATE PARTS TO BE REMOVED IN EXTERIOR RESTORATION CONTRACT



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PROJECT: LAKE VIEW CEMETERY HOUSE

455 North Avenue, Burlington VT

JOB NO. 21-02

TITLE: FIRST FLOOR DEMOLITION PLAN

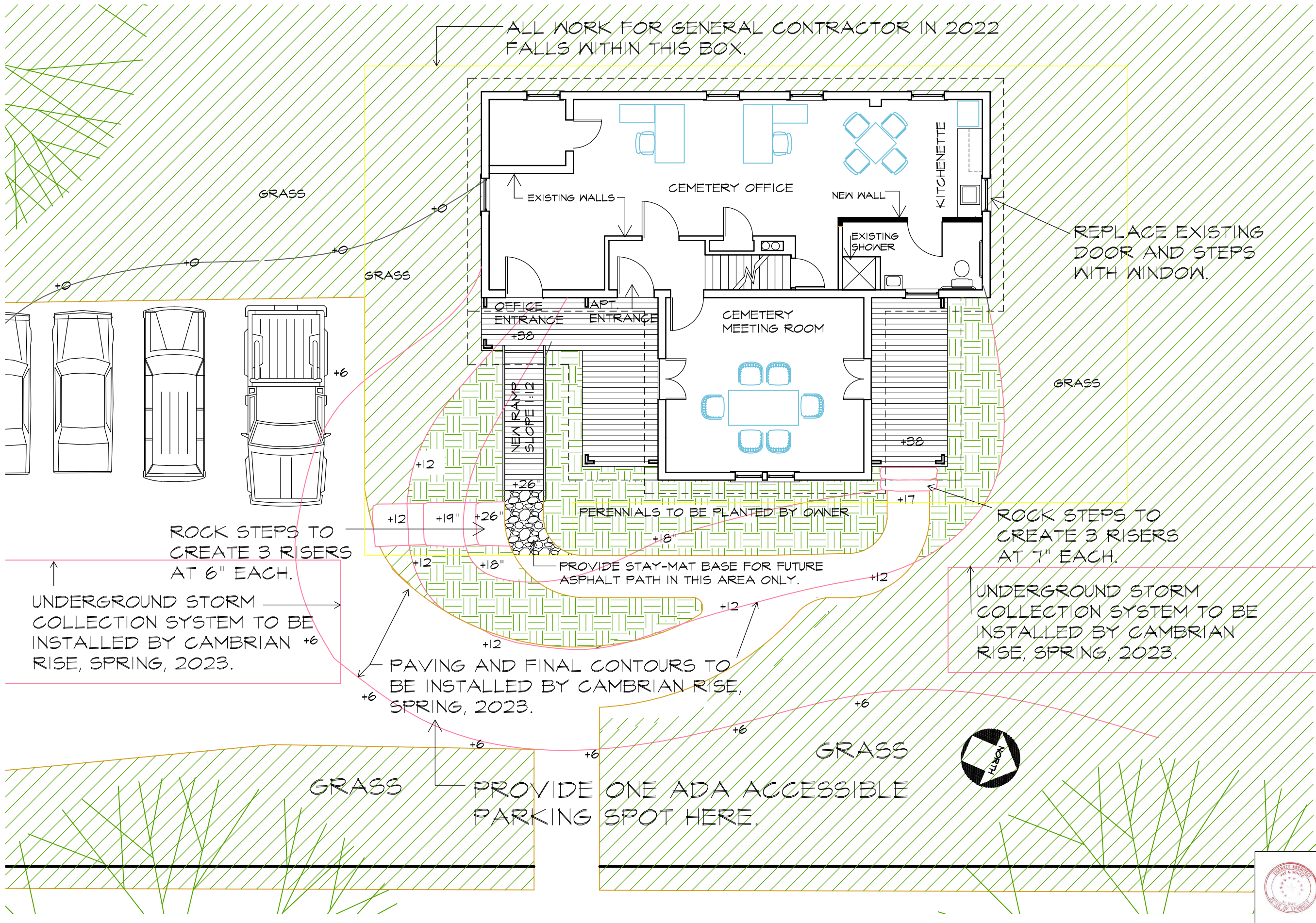
SCALE: 1/8" = 1'-0"

ISSUE DATE: 10/21/21

REVISIONS: 6/14/22

SHEET NO. D101





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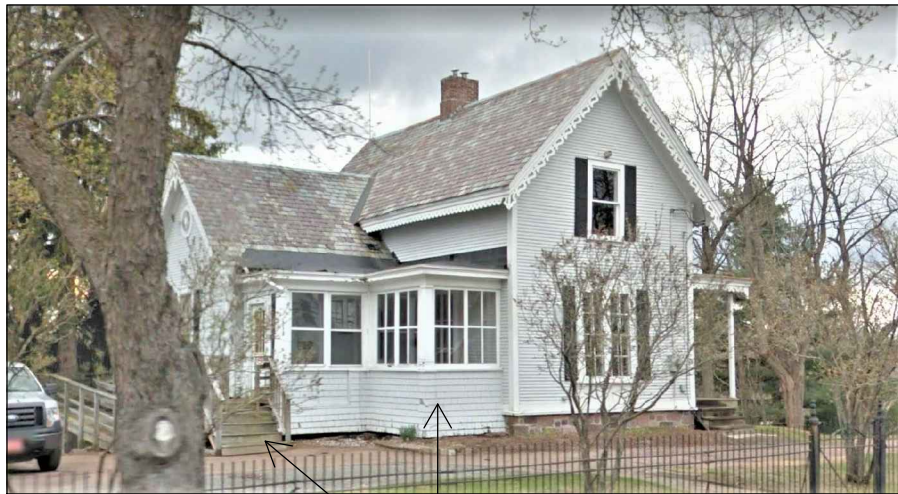
PROJECT:
LAKE VIEW CEMETERY HOUSE
455 North Avenue, Burlington VT
JOB No. 21-02

TITLE:
PROPOSED FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

ISSUE DATE:
10/21/21
REVISIONS:
6/14/22

SHEET No.
A101





REMOVE NEWER ENCLOSED PORCH, WOOD RAMP AND WOOD STEPS ENTIRELY. RECONSTRUCT HISTORIC OPEN PORCH TO MATCH HISTORIC DETAILS, SIZE AND SHAPE. SET NEW ROOF LOWER TO BE ABLE TO FLASH UNDER HISTORIC SLATE ROOF ON EAST SIDE OF MAIN BUILDING. SEE SHEET A201.



REMOVE EXISTING ROOF AND INSTALL NEW RUBBER ROOF AS SPECIFIED. EXTEND NEW ROOF 15" ABOVE ROOF AND REPLACE THE 5 CLAPBOARDS IN THIS AREA WITH NEW CLAPBOARDS AS SPECIFIED.

SLOPE NEW BLACK EPDM MEMBRANE ROOF IN ONE PLANE AT $\frac{1}{4}$ " PER FOOT TO SOUTH. SUPPORT NEW ROOF ON 2X6 RAFTERS SPACED 16" O.C. WITH $\frac{1}{2}$ " ADVANTECH ROOF SHEATHING UNDER MEMBRANE. INSTALL PAINTED BEAD BOARD CEILING AT NEW PORCH.

BUILD NEW RAMP AT SLOPE OF 1:12 TO REACH FINAL 12" OF HEIGHT TO FLOOR OF NEW PORCH AT SAME LEVEL AS INTERIOR FLOOR.

FILL GRADE NEAR BUILDING AS INDICATED ON SITE PLAN. ACCESSIBLE PATH IS ON GRADE FROM EXISTING PARKING TO A POINT 12" BELOW FLOOR.

USE DECORATIVE COLUMN AS A TEMPLATE TO DUPLICATE THE DECORATIVE PATTERN ON THE NEW COLUMNS INDICATED. COLUMNS CAN BE ONE PIECE OR MADE OF 2" X 2" WHITE OAK SANDWICHING THE DECORATIVE CUT OUT PORTION WITH THROUGH-BOLTS.

REMOVE EXISTING PLYWOOD CEILING ON THIS PORCH AND INSTALL NEW $\frac{3}{8}$ " PAINTED BEAD BOARD CEILING. PROVIDE 2" WIDE ALUMINUM VENT SCREEN STRIP SET INTO THE BEAD BOARD CEILING, 4" INSIDE THE EXTERIOR SUPPORT BEAM TO BE ABLE TO VENT BETWEEN ROOF RAFTERS.



REMOVED DOOR AND INSTALL WINDOW AT ORIGINAL LOCATION WITH DETAIL AND TRIM TO MATCH ADJACENT WINDOW IN WEST WALL OF NORTH PORCH..

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JAY WHITE, ARCHITECT, PLC

86 St. Paul Street, Suite 313, Burlington, Vermont 05401
Email: jaywhitevt@gmail.com Phone: (802) 793-1850

PROJECT:
LAKE VIEW CEMETERY HOUSE
455 North Avenue, Burlington VT
JOB NO. 21-02

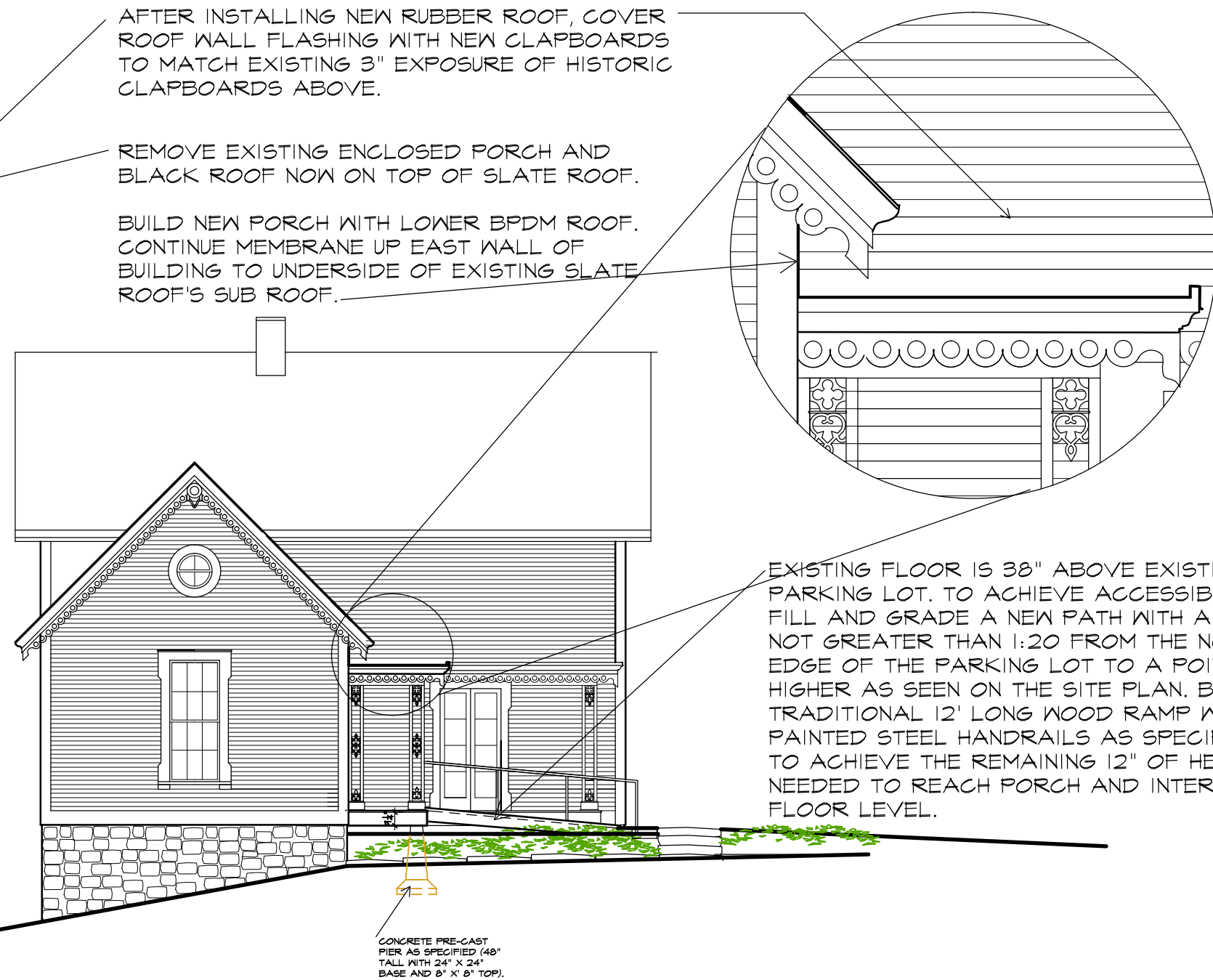
TITLE:
PROPOSED EAST ELEVATION
SCALE: $\frac{1}{8}$ " = 1'-0"

ISSUE DATE:
10/21/21
REVISIONS:
6/14/22

SHEET NO.

A201





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JAY WHITE, ARCHITECT, PLC

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PROJECT:

LAKE VIEW CEMETERY HOUSE
455 North Avenue, Burlington VT

JOB NO. 21-02

TITLE:

PROPOSED SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

ISSUE DATE:

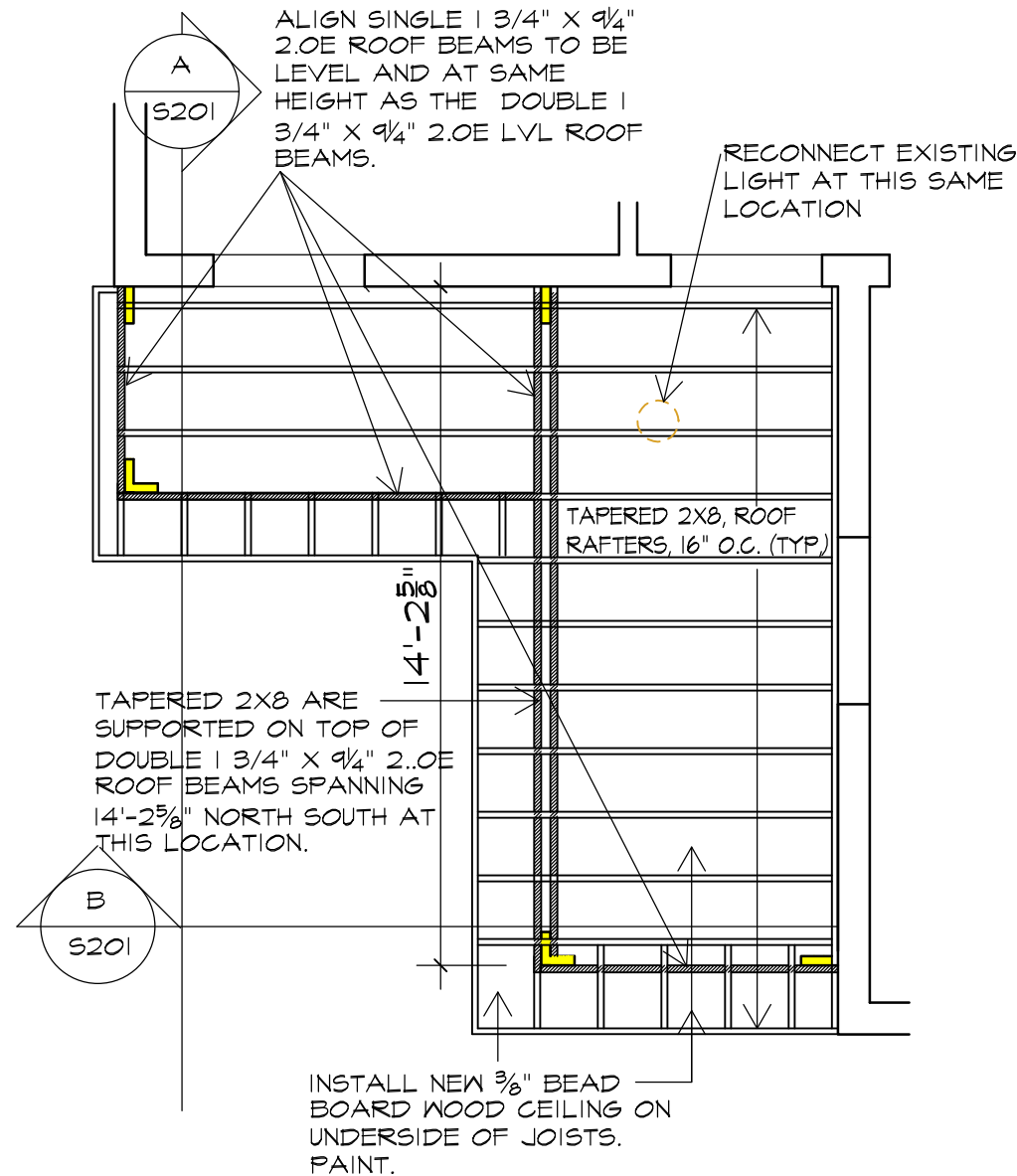
10/21/21

REVISIONS:

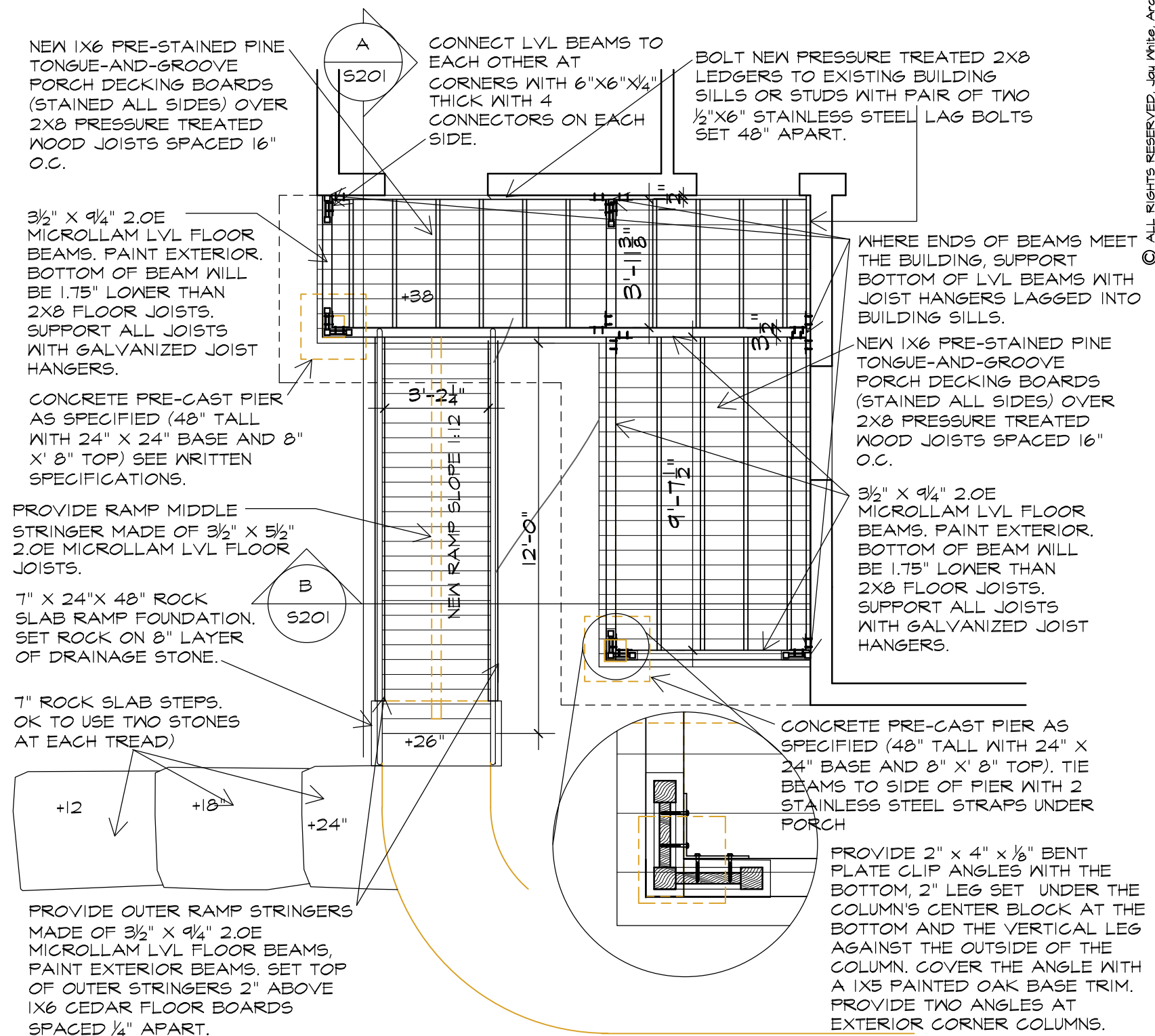
6/14/22

SHEET NO.

A202



SOUTH PORCH ROOF FRAMING PLAN



SOUTH PORCH FLOOR FRAMING PLAN

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PROJECT:
LAKE VIEW CEMETERY HOUSE
455 North Avenue, Burlington VT

JOB NO. 21-02

TITLE:
SOUTH PORCH FRAMING PLANS

SCALE: 1/8" = 1'-0"

ISSUE DATE:
10/21/21
REVISIONS:
6/14/22

SHEET NO. S301



PROVIDE 2" WIDE ALUMINUM VENT SCREEN STRIP SET INTO THE BEAD BOARD CEILING, 4" INSIDE THE EXTERIOR SUPPORT BEAM TO BE ABLE TO VENT BETWEEN ROOF RAFTERS.

PROVIDE 2" WIDE ALUMINUM VENT SCREEN STRIP SET INTO THE BEAD BOARD CEILING, 4" INSIDE THE EXTERIOR SUPPORT BEAM TO BE ABLE TO VENT BETWEEN ROOF RAFTERS.

CONTINUE RUBBER ROOF UP UNDER 6 ROWS OF CLAPBOARDS, AND REPLACE CLAPBOARDS OVER RUBBER ROOFING TO THIS POINT ABOVE NEW ROOF.

CUT 2X10 RAFTERS AS SHOWN SO NORTH END WILL BE 9" TALL AND SOUTH END WILL BE 7 1/4" TALL. SPACE RAFTERS 16" O.C.

USE TWO 1 3/4" X 9/4" 2.OE MICROLLAM LVL BEAMS, PAINTED AT 14'- 2 5/8" EAST-WEST SPAN SUPPORT WEST END OF BOTH WITH JOIST HANGERS ATTACHED TO WALL SHEATHING AS WELL AS BOLTED TO BOTH 2X2'S OF COLUMN. SEE FRAMING PLAN.

PAINT OUTER 3 1/2" X 9/4" MICROLLAM LVL STRINGERS AND BEAMS WHITE

CONCRETE PRE-CAST PIER AS SPECIFIED (48" TALL WITH 24" X 24" BASE AND 8" X' 8" TOP).

NEW 1X6 PRE-STAINED PINE TONGUE-AND-GROOVE PORCH DECKING BOARDS (STAINED ALL SIDES) OVER 2X8 PRESSURE TREATED WOOD JOISTS SPACED 16" O.C.

2X8 FLOOR JOISTS SPACED 16" O.C.

3 1/2" X 9/4" 2.OE MICROLLAM LVL FLOOR BEAMS, PAINTED. BOTTOM OF BEAM WILL BE 1.75" LOWER THAN 2X8 FLOOR JOISTS. SUPPORT ALL JOISTS WITH GALVANIZED JOIST HANGERS.

INSTALL 3/8" THICK PAINTED WOOD TONGUE AND GROOVE BEAD BOARD CEILING OVER NEW PORCH.

A
S302

B
S201

A
S201

B
S302

SECTION THROUGH NEW PORCH LOOKING NORTH, SOUTH OF RAMP

SECTION THROUGH NEW PORCH LOOKING WEST

CONTINUE RUBBER ROOF
UP UNDER 6 ROWS OF
CLAPBOARDS, AND
REPLACE CLAPBOARDS
OVER RUBBER ROOFING
TO THIS POINT ABOVE
NEW ROOF.

CUT 2X10 RAFTERS AS SHOWN SO NORTH END WILL BE 9" TALL AND SOUTH END WILL BE 7 1/4" TALL. SPACE RAFTERS 16" O.C.

USE TWO 1 3/4" X 9/4"
2.0E MICROLLAM
LVL BEAMS,
PAINTED AT 14'- 25/8"
EAST-WEST SPAN —
SUPPORT WEST END
OF BOTH WITH JOIST
HANGERS ATTACHED
TO WALL SHEATHING
AS WELL AS
BOLTED TO BOTH
2X2's OF COLUMN.
SEE FRAMING PLAN.

2X8 FLOOR JOISTS-
SPACED 16" O.C.

3/2" x 9/4" 2.OE MICROLLAM LVL
FLOOR BEAMS, PAINTED. BOTTOM OF
BEAM WILL BE 1.75" LOWER THAN 2X8
FLOOR JOISTS. SUPPORT ALL JOISTS
WITH GALVANIZED JOIST HANGERS.

INSTALL $\frac{3}{8}$ " THICK PAINTED
WOOD TONGUE AND
GROOVE BEAD BOARD
CEILING OVER NEW PORCH.

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JAY WHITE, ARCHITECT, PLC

86 St. Paul Street, Suite 313, Burlington, Vermont 05401
Email: jaywhitevt@gmail.com Phone: (802) 793-1850

PROJECT:
LAKE VIEW CEMETERY HOUSE
455 North Avenue, Burlington VT

LE: **SOUTH PORCH FRAMING SECTIONS**

ISSUE DATE:
10/21/21
REVISIONS:
6/14/22

SHEET No. **S302**



Exhibit C:
Contractor Proposal Form

Exhibit C – Contractor’s BID FORM

PROJECT: Lakeview Cemetery Office Building & Louisa Howard Chapel

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

ITEM	UNIT	SUBTOTAL
Division One (1) – Nine (9) as specified by architect.	Lump Sum	\$
ALTERNATE Deduct Division Two (2) to be done at a later date, TBD. Note: Exterior Site to be left usable for the general public for walking and parking.	Deduct Lump Sum	<\$ >

BY SIGNING THIS BID FORM, THE CONTRACTOR AGREES TO ABIDE BY ALL SPECIFICATIONS AND CONDITIONS IN THE CONTRACT DOCUMENTS.

SIGNATURE & DATE

NAME

TITLE

WITH THIS BID, THE CONTRACTOR MUST INCLUDE SIGNED CERTIFICATES OF COMPLIANCE WITH LIVABLE WAGE (for projects over \$15K), OUTSOURCING AND UNION DETERRENCE. THESE FORMS ARE INCLUDED IN EXHIBITS F, G AND H.

Exhibit D:
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 [REDACTED] (“Contractor”), a Vermont corporation located at [REDACTED]

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 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 [REDACTED].
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

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

3. EFFECTIVE DATE & TERM

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

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on [] 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.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated [REDACTED]

Attachment B: Consultant's Response to Request for Proposals dated [REDACTED]

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 —

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: _____

Attachment A:
Request for Proposals dated []

DRAFT

Attachment B:
Contractor's Response to Request for Proposals dated []

DRAFT

Attachment C:
Burlington Contractor Conditions for Construction Contracts

DRAFT

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

DRAFT

**Attachment E:
Burlington Outsourcing Ordinance Certification**

DRAFT

Attachment F:
Burlington Union Deterrence Ordinance Certification

DRAFT

**Attachment G:
Contractor's Certificate of Insurance**

DRAFT

Exhibit E:
Burlington Standard Contract Conditions

~~Exhibit E~~
~~EXHIBIT E:~~
~~ATTACHMENT C:~~

**BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSTRUCTION CONTRACTORS**

1. DEFINITIONS:

- A. The “Contract” shall mean the Contract between Contractor and the City to which these conditions apply and includes this ~~Exhibit E~~~~Attachment C~~.
- B. The “Contractor” shall mean _____.
- C. The “City” shall mean the City of Burlington, Vermont or any of its departments.
- D. The “Effective Date” shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- E. The “Parties” shall mean the parties to this Contract.
- F. The “Work” shall mean the services being provided by the Contractor, as provided in the Contract.^[TD1]^[TD2]

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

3. INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. 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 Contractor’s actions or omissions. The liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

The Contractor is responsible to verify and confirm in writing to the City that: (i) all subcontractors must comply with the same insurance requirements as the Contractor; (ii) all 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 Contractor for the Contractor’s operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

A. General Liability And Property Damage: With respect to all operations performed by the

Contractor, subcontractors, agents or workers, it is the Contractor'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' 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 Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

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

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

D. Umbrella Liability:

1. \$1,000,000 Each Event Limit
2. ~~\$1,000,000~~ General Aggregate Limit

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

5. PERSONNEL REQUIREMENTS AND CONDITIONS: A Contractor shall employ only qualified personnel with responsible authority to supervise the work. The City shall have the

right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

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

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

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

completed work at a field site.

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

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

The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

10. PROTECTION OF PROPERTY:

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

- 11. PUBLIC RELATIONS:** Throughout the performance of the Contract, the Contractor will

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

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

13. APPEARANCES:

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

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

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

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

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

- 14. RESPONSIBILITY OF COST:** The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and in strict accordance with the Contract Documents and any amendments thereto and any approved supplemental plans and specifications. The Contractor agrees to pay all claims for labor,

materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

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

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

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

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

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

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

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

any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

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

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

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

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

20. PUBLIC HEALTH EMERGENCY:

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

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition[TD3].

a. **Public Health Emergency Plan:** The Public Health Emergency Plan will contain:

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

b. Review and Acceptance of Plan:

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

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

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

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

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

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove

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

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

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

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

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

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

23. FAILURE TO COMPLY WITH TIME SCHEDULE: If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written

notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

- 24. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 25. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.
- 26. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is

otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

29. RECORDS RETENTION AND ACCESS: The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and any time within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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

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

This warranty of material and workmanship applies only:

1. To the property only as long as it remains in the possession of the City.
2. To the Work that has not been subject to accident, misuse, or abuse by someone other than the Contractor.
3. To the Work that has not been modified, altered, defaced, or had repairs made or attempted by someone other than the Contractor.
4. If the Contractor is immediately notified in writing within ten (10) days of first knowledge of the defect by the City.

5. If the Contractor is given the first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to the City within a reasonable period of time.

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

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

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

32. SETTLEMENTS OF MISUNDERSTANDINGS: To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the ~~{Head of Parks Recreation & Waterfront Department}~~ [TD4][TD5] shall act as referee on all questions arising under the terms of the Contract and that the decision of the ~~{Head of Parks Recreation & Waterfront Department}~~ 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 Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.
- B. Termination for Cause:

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

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

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

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

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

The Contractor, and not the City, shall be responsible for the safety, efficiency, and adequacy of Contractor's or its subcontractors' plant, appliances, equipment, vehicles, and methods, and

for any damages, which may result from their failure or their improper construction, maintenance or operation.

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

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

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

39. INDEMNIFICATION:

A. Indemnification by Contractor: Except for the gross negligence or willful misconduct by the City, or any of its boards, officers, agents, employees, assigns and successors in interest, contractor 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 Contractor'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 Contractor or its subcontractors 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 Contractor in writing that a claim to

which the indemnification provision may apply has been filed. Contractor 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 claims 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 Contractor 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 Contractor or any third party.

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

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

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

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

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

44. 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.

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

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

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

47. 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.

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

49. 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.

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

51. ENTIRE CONTRACT & AGREEMENT: This Contract, including the Contract Documents, constitutes the entire Contract, agreement, and understanding of the Parties with

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

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

53. 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.

54. 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.

Exhibit F:
Burlington Livable Wage Ordinance
Certification

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

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

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

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

21-81 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

21-82 Livable wages required.

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

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

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

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

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

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

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

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

21-83 Applicability.

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

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

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

21-84 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Reasonable attorneys' fees and costs.

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

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

21-85 Other provisions.

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

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

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

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

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

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

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

21-86 Exemptions.

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

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

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

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

21-87 Severability.

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

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

21-88 Annual reporting.

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

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

(Ord. of 10-21-13)

21-89 Effective date.

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

(Ord. of 10-21-13)

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

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

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$16.98 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.09 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____

By: _____
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

\$16.98/hr

WHEN

employer *provides* employer assisted health insurance

\$18.09/hr

WHEN

employer *does not provide* employer assisted health insurance

and 12 days of paid time off per year*

*prorated for part-time employees

The law requires employers to display this poster where employees can readily see it.

COVERAGE

Any employer who receives City contracts or grants totaling in excess of \$15,000 for any 12-month period is covered. Covered employees are entitled to livable wages, 12 days paid time off per year* for vacation, sick leave, or personal leave, and all rights under the Fair Labor Standards Act (FLSA), as well as other applicable state and federal laws.

Covered contractors are required to include all subcontracts notice of the Livable Wage Ordinance (LWO), and are liable for LWO violations committed by their covered subcontractors.

ENFORCEMENT

The City is responsible for the administration of the LWO, and has the authority to recover back wages in instances of violations. Employers found in violation of the LWO may be assessed monetary penalties and be barred from future City contracts and grants. The law prohibits retaliation against workers who file a complaint or participate in any proceeding under the LWO.

ADDITIONAL INFORMATION

To obtain additional information about your rights and responsibilities under the LWO, visit the LWO Landing Page (<https://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance>) or contact the LWO at their email address (livablewage@burlingtonvt.gov).

Livable Wage July 1, 2022 - June 30, 2023

Effective July 1, 2022

Exhibit G:
Burlington Outsourcing Ordinance Certification

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.

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.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Exhibit H:
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