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Department of Public Works
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Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Request for Proposals (RFP)
Consultant Services
Bicycle and Pedestrian Master Plan and Action Plan

Date of Issue: February 20, 2015

Deadline for Questions: March 6, 2015 @ 4:00 pm – please submit via email
Responses will be posted March 9, 2015 by 4:30 pm

Deadline for Proposals: March 13, 2015 by 2:00 P.M.

Contact: Nicole Losch, Transportation Planner
City of Burlington Department of Public Works
645 Pine Street Suite A
Burlington VT 05401
802-865-5833 / nlosch@burlingtonvt.gov (email is preferred method of contact)

INTRODUCTION

Burlington has a well-established community vision for walking and bicycling, articulated in every transportation-related plan adopted by our community over the past decade. The city has been awarded Silver level Bicycle Friendly Community and Walk Friendly Community designations, and in 2013 endorsed a community effort to "Go for Gold."

The City has received funding through the Vermont Agency of Transportation's Bicycle and Pedestrian Program to complete a scoping study of bicycle and pedestrian improvements that have been recommended in local municipal plans. We have received additional funding from the Chittenden County Regional Planning Commission, AARP Vermont, and have allocated additional capital funding to complete our first Bicycle and Pedestrian Master Plan as well. Together this effort will capture the community's vision and goals for walking and biking in Burlington, our strategies for achieving our vision, and present specific projects for rapid implementation. Burlington is seeking assistance from qualified firms to provide the planning services for our scoping and planning efforts. The end product is envisioned as a Master Plan and Action Plan, a process and plan that leads us from underlying principles to quick actions and improvements.

The city's primary goals for this plan are:

1. Turn our well-established community visions for a walkable and bikeable city into actionable projects that are prioritized by the community through a thorough and engaging public process.
2. Identify priority corridors that connect Burlington's residential hubs with the downtown, universities and schools, recreation paths, and adjacent communities.
3. Identify projects and policies that will make walking and biking safe, comfortable, and convenient, resulting in an increase in the number of walkers and bicyclists across all ages, genders, and abilities.
4. Develop a comprehensive walking and biking network plan that allows every resident to access a safe and comfortable facility for travel to the downtown, the existing shared-use paths, the college campuses, and the regional network.
5. Identify the strategies and performance measures that will guide the planning, funding, and implementation of future projects.

To accomplish those goals, this plan will have a focus on connectivity - core north/south and east/west routes - and safety. Pedestrian improvements will include, but are not limited to, the Slow Streets network of the Burlington Transportation Plan (Figure 1.1), more and safer mid-block crossings, improvements to intersection design and controls, and connections that improve gaps in the existing network. Bicycle improvements will include on- and off-road improvements to, at a minimum, the Bicycle Streets of the Burlington Transportation Plan (Figure 1.1) and the planBTV Downtown and Waterfront Plan bicycle network (Figure 1.2), as well as connections to existing facilities. Education, enforcement, encouragement, and evaluation/planning strategies will also be addressed, as will strategies such as bike parking and bike share. Pedestrian and bicycle connections to and through city parks, college campuses (University of Vermont, Champlain College, and Burlington College), and with adjacent communities will also be considered.

An assessment of existing facilities will be completed to identify deficiencies and gaps. Community opinions will be collected in order to identify priority corridors and preferred treatments. The city's Street Design Guidelines and Complete Streets toolkit will be referenced, but additional consideration should be given to the NACTO Bikeway Design Guide, NACTO Urban Street Design Guide, ITE Designing Walkable Urban Thoroughfares and other national design guides for a greater diversity of treatments. Finally, the plan will consider traditional funding sources to implement recommendations, but will also identify non-traditional opportunities and collaborations that could expedite implementation and build community pride and ownership in future improvements.

References / Resources:

2011 Burlington Transportation Plan:

<http://www.burlingtonvt.gov/DPW/Transportation/Policy-and-Planning/Transportation-Plan/>

2013 planBTV Downtown & Waterfront:

<http://www.burlingtonvt.gov/PZ/Planning/PlanBTV/Home/>

2013 Go for Gold Walk-Bike Blueprint:

<http://www.localmotion.org/images/documents/btvfgfull.pdf>

2008 Pedestrian/Bicycle Plan for the Chittenden County Regional Planning Commission

http://www.ccrpcvt.org/library/bikeped/finalreport_20080922_coverTOC.pdf

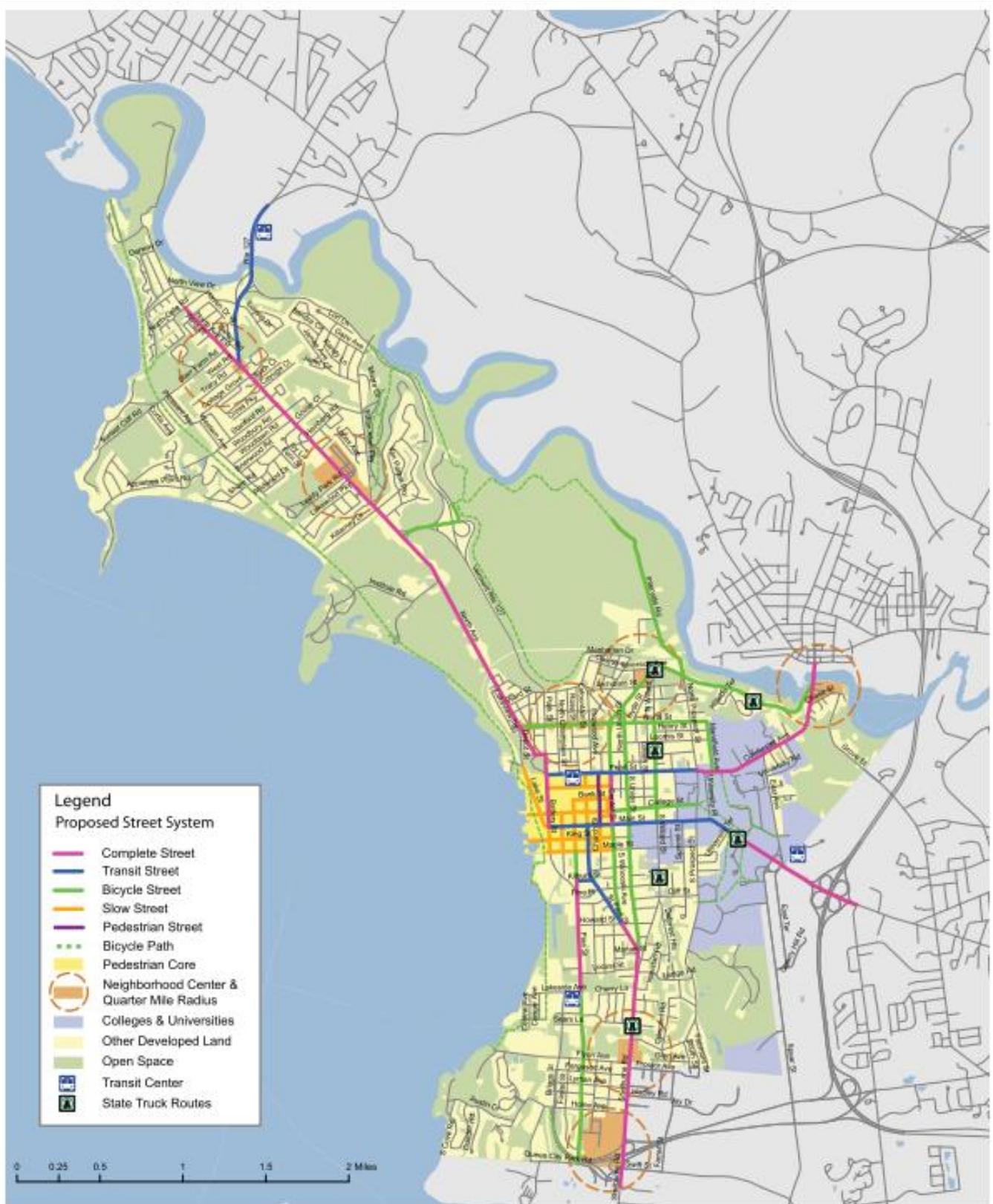


Figure 1.1 Burlington Street Design Plan

CONNECTIVITY MAP

The master plan transit network is designed to enhance walkability and bikeability within downtown and promote connectivity between Burlington's core and the Lake Champlain waterfront. This is achieved through increased network connectivity, streetscape improvements and by strategically locating a periphery network of parking structures to encourage people to "park once" and walk to multiple destinations within the core and along the waterfront.

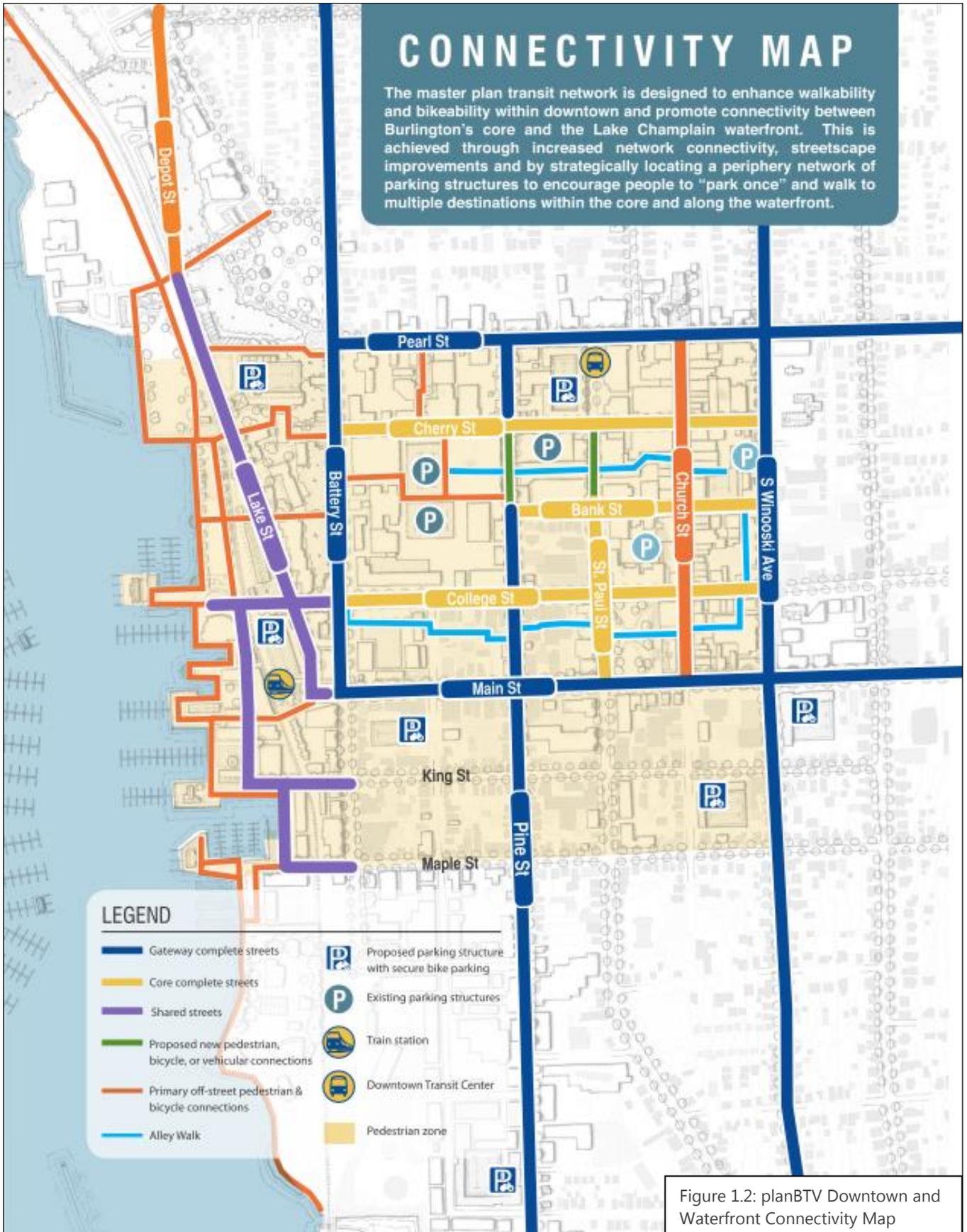


Figure 1.2: planBTV Downtown and Waterfront Connectivity Map

SCOPE OF WORK

The general scope of this project consists of a planning process that identifies and prioritizes bicycle and pedestrian improvements based on existing conditions, existing plans, and the needs of pedestrians and bicyclists. The outcome of the process will be:

- A clear vision and articulate goals for a truly walkable and bikeable Burlington
- Strong and diverse public involvement
- Identification and prioritization of walking and biking improvements based on existing conditions, adopted plans, and community feedback
- Strategies and performance measures that will:
 - ⇒ Guide the planning, funding, and implementation of projects
 - ⇒ Increase the number of walkers and bikers of all ages, genders, and abilities
 - ⇒ Create a seamless network for walking and biking
- Preparation of the **Bicycle and Pedestrian Master Plan and Action Plan**
- Coordination with concurrent bicycle and pedestrian planning efforts
 - ⇒ University of Vermont's **Active Transportation Plan**
 - ⇒ Chittenden County Regional Planning Commission's **Bicycle & Pedestrian Plan** update
- Scoping the highest priority projects to include:
 - ⇒ An assessment of historic, archaeological and environmental constraints for the scoped projects
 - ⇒ Clear, written documentation of project issues and overall feasibility
 - ⇒ A complete preliminary cost estimate for further engineering, project administration and construction
 - ⇒ Consideration for innovative design concepts and best practices

SERVICES TO BE PROVIDED BY CONSULTING TEAM

Project Administration

- Monitor work progress, budget, facilitate communication, assign staff, oversee technical work, and implement quality control.
- Provide as-needed project coordination conference calls and/or meetings between the Consultant project manager and City, Regional and State officials to report schedule status, outstanding issues and action items, and overview of upcoming work.
- Provide invoices and progress reports monthly. Please note that this project utilizes numerous funding sources and invoice details will need to be clearly articulated after discussion with City, Regional, and State project managers.
- Prepare meeting agendas and materials
 - Distribute materials to the City, Regional and State project managers at least one week in advance of meetings
 - Provide note-taking at meetings to be available online within 5 days
- Provide a project website and/or provide project materials formatted for online distribution through a city-maintained project website.

- Provide documents in MS Office and PDF formats.
- Provide project schedule in Gantt-chart or similar format, highlighting meetings and public participation points.
- Create and maintain a database of stakeholders and participants who will receive project updates.

Public Involvement

- a) Kick off meeting with City, Regional and State officials (VTrans Bicycle and Pedestrian program staff)
- b) Public meetings
 - b.1.* Develop publicity materials
 - b.2.* Facilitate meetings

The public will be directly engaged at least three times. They will consider the project goals, objectives, and identify concerns; review the various types of treatments that may be introduced through this process (e.g. sidepaths, protected bike lanes/cycletracks, buffered bike lanes, bike wayfinding, bike boxes, neighborhood greenways/bike boulevards, bike lanes, bike parking, bike share, shared lanes, raised crosswalks, curb extensions, rapid flashing beacons, streetscaping, roundabouts, intersection modifications, etc.); discuss and refine the Existing Conditions, assumptions for Future Conditions, Purpose and Need statement, and conceptual alternatives; prioritize the recommendations; and consider the strategies and metrics that will measure progress.

- c) Advisory Committee meetings

The Advisory Committee will be convened by City, Regional and State officials. The Committee will meet in advance of any public meeting to provide feedback on the Existing and Future conditions, stakeholder outreach, public meeting schedule and format, outreach and publicity efforts, project vision and goals, purpose and need statement, conceptual alternatives, methodology for evaluating alternatives, performance measures, and refining recommendations for implementation.

- d) Outreach and Information Distribution

- d.1.* A project website will be created as a platform for information exchange, project awareness, collection of public input, and for contacting the project team
- d.2.* Social media will be utilized
- d.3.* Outreach efforts will be equitable and engage participation by under-represented populations
- d.4.* Select materials will be formatted for stakeholder-led distribution (e.g. tabling events, discussions at non-project meetings, etc.)
- d.5.* Innovative and non-traditional outreach and public involvement is desired

Phase I - Master Plan Planning

- a) Identify the policies and strategies that will increase the number of walkers and bikers across all ages, genders, and abilities.
 - a. Address engineering, education, encouragement, enforcement, and evaluation/planning strategies.
- b) Identify a network map that creates seamless walking and biking between major neighborhoods

college campuses, the downtown, the existing shared-use paths, and the regional network.

- a. Regional- and/or campus-related connectivity will be clearly identified, such as in an appendix or chapter of the Master Plan.
- c) Identify the strategies and performance measures that will guide the planning, funding, and implementation of future projects.
 - a. As feasible, identify high visibility projects with zero to low financial cost that can be completed or piloted within 6 months of adoption of the plan.
 - b. Identify the highest priority projects that will undergo scoping in Phase II.
 - c. Develop a 10-year Capital Plan-, including include conceptual cost estimates and phase options.
 - d. Identify strategies to increase Burlington's walk and bike friendly awards to the next level.

The Master Plan will be drafted prior to Scoping.

Phase II – Scoping

Project Initiation

- a) Existing and Future Conditions Assessment
 - a.1. Review relevant plans, including the Burlington/South Burlington Bicycle Map, 2011 Burlington Transportation Plan and Street Design Guidelines, 2013 PlanBTV Downtown & Waterfront, 2013 Go for Gold Walk-Bike Blueprint, 2008 Pedestrian/Bicycle Plan Update for the Chittenden County Regional Planning Commission, and draft planBTV South End.
 - a.2. Review available traffic data (volumes and turning counts, bicycle and pedestrian counts, etc.), crash reports and data, and transit route maps and schedules. Additional counts may be scheduled or coordinated.
 - a.3. Collect available aerial photography and GIS data available from the City, Regional Planning Commission and/or State.
 - a.4. Compile specifications of existing pedestrian and bicycle facilities, roadway widths (confirmed through field measurements), right-of-way widths, traffic signals, on-street parking, land use and development patterns, and other relevant measurements for the scoping study.
 - a.5. Compile information on relevant planned/permitted development and projected traffic growth.
 - a.6. An Existing and Future Conditions report will be compiled.

Develop Conceptual Alternatives for Scoping

- a) Compliance with design guidelines

The concepts will be consistent with the Americans with Disabilities Act Accessibility Guidelines, State and Federal requirements, NACTO Urban Design Guidelines, NACTO Urban Bikeway Design Guide, and will consider Complete Streets principles. Typical sections that show basic dimensions will be included.
- b) Phasing and prioritization
 - b.1. Only the highest priority projects need be included for conceptual development.
 - b.2. Recommendations will be included for breaking projects into logical segments for phased implementation based on highest priority for achieving the specified vision and goals.
 - b.3. If a project is within the State of Vermont right-of-way, the District Transportation

Administrator and the Utilities section will be consulted; the Traffic Operations (crosswalks, signs, traffic signal warrants), Structures (bridges and culverts), and/or Traffic Research (lane reconfigurations) sections should be consulted as needed.

Identify Resource Constraints

- a) Right-of-Way Issues
 - a.1. Compile roadway right-of-way and abutting property ownership information along the proposed alignment of the project.
 - a.2. Identify public/private ownership and any existing easements or restrictions (e.g. Act 250 permits) on affected property.
 - a.3. Identify opportunities for access management to improve driveway crossings.

- b) Utility Conflicts
 - b.1. Identify and discuss all public and private underground and overhead utilities (water, sewer, fiberoptics, electric, TV, cable, phone) in the project area.
 - b.2. Include a preliminary assessment of whether any relocations will be required, including identification of owners of potentially impacted utilities.

- c) Natural and Cultural Resource Constraints and Permitting Requirements
 - c.1. Review natural and cultural resource issues including wetlands, surface waters, flora/fauna, endangered species, storm water, hazardous material sites, forest land, historic, archaeological and architectural resources, 4(f) and 6(f) public lands, and agricultural lands and identify potential impacts and permitting requirements, including the potential for review under Act 250.
 - c.2. When possible, documentation from appropriate state and federal agencies (e.g. Agency of Natural Resources, Department of Fish and Wildlife, Corps of Engineers) should be included to summarize the extent to which resources may or may not be impacted.
 - c.3. If impervious surface area will be increased, an estimate of new, redeveloped and existing contributing surface areas should be included as well as an assessment of what will be required to obtain a stormwater discharge permit. Opportunities for stormwater improvements or bio-retention should also be identified.
 - c.4. Historic and Archaeological resources will be reviewed by qualified experts in those fields to determine potential impacts to those resources. For the Historic resources, the correct level of study for above-ground resources would be a reconnaissance-level survey. For Archaeology, the correct level of effort is an "Archaeological Resources Assessment" which involves no excavations, but is to determine where and how much of a proposed project area has "archaeologically sensitive" land.

Alternatives Presentation

- a) Evaluation matrix to include a "no build" alternative
 - a.1. Include resource impacts, right of way impacts, utility impacts, ability to meet the project purpose and need, estimated cost and any other factors that will help the community evaluate the alternatives being considered.

- b) Preliminary cost estimates
 - b.1. Include further planning, design, construction, municipal project management, construction inspection, and maintenance cost of the project.
 - b.2. Include preliminary bid item quantities (per foot or lump sum costs will not be an acceptable substitute) based on the assumption that the project will be constructed using a combination of Federal and local funding and will be managed by the local community.
- c) Implementation Schedule
 - c.1. Provide a timeline through the design, permitting, and construction phases, assuming the use of a combination of Federal and local funding.

Report Production

A draft and final scoping and planning report will include the elements listed in Attachment A. The plan will be presented to the Planning Commission and Burlington City Council upon completion of the project.

1. All copies of draft and final reports shall be printed on both sides (i.e. double-sided).
2. All data, databases, reports, programs and materials, in digital and hard copy format created under this project shall be transferred to the City, Regional Planning Commission and State or RPC upon completion of the project and become their joint property when applicable.
3. The consultant will provide six (6) copies of the draft and final reports. One hard copy of both the draft and final reports shall be sent to the VTrans project manager, City project manager, and the Regional Planning Commission project manager.

RESPONSE FORMAT

Responses to this RFP should consist of a technical proposal that is **no more than 15-pages** (not including resumes, professional qualifications and work samples) and includes:

1. *Executive Summary and Project Statement*: include key elements of the proposal and briefly state overall understanding of the project, project needs, and services to be provided.
2. *Consultants' Background*: briefly describe experience with studies of this nature and scale as well as familiarity with the referenced design guides. Describe how this team has worked together and completed similar projects.
3. *Proposed Approach*: identify any insights into the project, variances to the proposed scope of work, the work tasks to be undertaken, how activities will be coordinated, the procedures and methodology to be employed, the output or products to be provided, and identify what information is needed from the City. This should include a project framework with clear tasks and milestones, including deliverables and public process.
4. *Schedule*: present a schedule indicating total time for each task, benchmarks for evaluating progress, meetings, and overall time for completion.
5. *Staffing*: identify specific individuals proposed for this project and their responsibilities. The project manager and task leaders should be clearly identified, as should the names, qualifications and roles of sub-consultants.
6. *Past Projects*: demonstrate success on similar projects, including a brief project description and

contact name and address for reference. A representative work sample similar to the type of work being requested may be included.

7. *Cost Proposal*: present a summary of the person-days and total dollar amounts for each work task.

Recommendations for revisions or additions to this Scope of Work and/or schedule are welcomed but should be clearly identified.

SUBMISSION INSTRUCTIONS

The City's project manager and contact for this RFP is

Nicole Losch, PTP

Transportation Planner

City of Burlington Department of Public Works

645 Pine Street Suite A

Burlington VT 05401

802-865-5833 / nlosch@burlingtonvt.gov (email is preferred method of contact)

Questions on this RFP must be submitted in writing and are due no later than March 6, 2015 at 4:00 pm. Responses will be posted by March 9, 2015 at 4:30 pm.

A digital (PDF) format of the proposal should be emailed to Nicole Losch by 2:00 pm on March 13, 2015. Please ensure the document is easily printable and double sided. Proposals and/or modifications received after this time will not be accepted or reviewed.

After the Proposals are reviewed, all consultants will be notified of their status in writing, via email.

CONTRACT PERIOD AND AMOUNT

The committee will select the consultant on or about March 27, 2015. Phase I Master Planning must be completed by December 31, 2015. Phase II Scoping must be completed by June 30, 2016. The maximum limiting amount of this contract will be \$120,000 (total project cost), with \$60,500 allocated for scoping.

CONSULTANT SELECTION

The consultant selection will be made by a committee that includes City of Burlington staff of the Department of Public Works and Burlington Department of Planning and Zoning; a representative from the Burlington Walk Bike Council; a representative from AARP Vermont; the Chittenden County Regional Planning Commission Project Supervisor; and the VTrans Project Supervisor. The selection committee will review and evaluate all proposals based on the following criteria:

1. Clarity of the proposal and creativity/thoroughness in addressing the scope of work. (30 Pts.)
2. Demonstration of overall project understanding and insights into local conditions and potential issues. (25 Pts.)
3. Quality of representative work sample and demonstrated ability to complete the work within budget and schedule (15 Pts.)
4. Demonstrated effective public engagement and experience working together as a team to

- complete similar projects. (10 Pts.)
5. Qualifications of the firm and the personnel to be assigned to this project. (10 Pts.)
 6. Submission of a complete proposal with all elements required by the RFP (10 Pts.)

The selection committee may elect to interview consultants prior to final selection.

Terms

The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract when it is in the City's best interests. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of proposals. This solicitation in no way obligates the City of Burlington to award a contract.

The selection of consultant shall be made without regard to race, color, gender, sexual orientation, age, religion, national origin, or political affiliation. The City of Burlington is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

The City assumes no responsibility or liability for costs incurred by responding to this RFP or to any further requests prior to issuance of the contract.

CONTRACTING PROCESS

State of Vermont

The Consultant, prior to being awarded a contract, shall 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. The telephone number is (802) 828-2363. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

The Consultant must have a current Vermont Agency of Transportation Form AF38 on file with VTrans prior to signing a contract. The AF38 form should be completed at a level commensurate with the anticipated magnitude of proposed work. The AF38 form and any financial information should be submitted directly to VTrans Audit Section. This information will be kept confidential on file in the Audit Section. Please note in the SOQ if this information is currently on file with VTrans. Form AF38 can be found on the VTrans website:

www.aot.state.vt.us/conadmin/relateddocs.htm).

The Consultant's attention is directed to the VTrans' Disadvantaged Business Enterprise (DBE) Policy Requirements. These requirements outline the State's and the consultant's responsibility with regard to the utilization of DBEs for the work covered in the RFP. It is expected that all consultants will make

good faith efforts to solicit DBE sub-consultants.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Consultant Contract Provisions located in the Local Transportation Facilities (LTF) Guidebook (Appendix E). The certificate of insurance coverage shall be documented on forms acceptable to the City. The LTF Guidebook may be found online at <http://vtransengineering.vermont.gov/bureaus/mab/local-projects/general/guidebook>. The contract between the City and the Consultant shall also make general reference to those provisions or attach them to the contract.

City of Burlington

Contract Requirements

Consultants are advised to review the City's Contract Provisions (See Attachment B – DRAFT Contract Agreement and Standard Consultant Contract Provisions).

In the event the contract price exceeds \$15,000, or when combined with other service contracts within the last 12 months exceeds \$15,000, the successful bidder will be required to comply with the Burlington Livable Wage Ordinance and the Union Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances as a condition of executing the contract.

In the event the contract price exceeds \$50,000, the successful bidder will be required to comply with the Burlington Non-outsourcing Ordinance and shall provide the required certification attesting to compliance with these ordinances as a condition of executing the contract.

Proprietary Information

Due regard will be given for the protection of proprietary information contained in all Bids received; however, vendors should be aware that all materials associated with the procurement are subject to the terms of the Vermont Access to Public Records Act (1.V.S.A. Ch. 5, Subchapter 3) and all rules, regulations and interpretations resulting there from, including those from the City Attorney's Office, the office of the Attorney General of the State of Vermont, and the office of the Vermont Secretary of State, and any other applicable rules, regulations or judicial decisions regarding access to the records of the government.

It will not be sufficient for vendors to merely state generally that the Bid is proprietary in nature and not therefore subject to the release to third parties. Those particular pages or sections which a vendor believes to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their Bid. Convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated must accompany the Bid. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result from release pursuant to the above-cited statute. Between a vendor and the State, the final administrative authority to release or exempt any or all material so identified rests with the State. All such materials should be submitted in a separate sealed envelope and marked "CONFIDENTIAL".

In the event that the disclosure of confidential information is sought under the Vermont Access to Public Records Act, Bidder shall review the request within the time required by law and determine if the information should remain confidential and should be withheld unless otherwise ordered by a court of competent jurisdiction. In the event of a continuing request for disclosure, Bidder shall be responsible to seek timely and appropriate judicial injunctive relief to prevent disclosure.

Grievance Procedure

If the award of the contract aggrieves any firms, they may appeal in writing to the City of Burlington, 149 Church Street, Burlington VT 05401. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the City of Burlington is final.

Attachment A:

Scoping Study Elements

- I. PURPOSE AND NEED OF THE PROJECT – identify goals and objectives, provide description of existing conditions (how do they hinder the goals?)
- II. PROJECT AREA AND EXISTING CONDITIONS – identify the project area, existing conditions and proposed location of facilities. What other locations were considered? What origins and destinations are served by the proposed facility?
- III. RIGHT OF WAY – identify Town or State Highway right of way (if project parallels a highway) and abutting property owners and assess their level of interest in the project if their property is likely to be impacted.
- IV. UTILITY IMPACTS – What existing underground and/or overhead utilities are in the project area? How will they be impacted by the proposed project? Will they need to be relocated outside the existing right of way?
- V. NATURAL AND CULTURAL RESOURCES – identify constraints and possible design solutions and necessary permits. Include resource maps indicating identified resources and the relationship to the preferred alternative. Develop a resource impact matrix for inclusion in the final report.
 - A. Natural Resources
 1. Wetlands
 2. Lakes/Ponds/Streams/Rivers (stormwater discharge and erosion/sediment control implications)
 3. Floodplains
 4. Endangered Species
 5. Flora/Fauna
 6. Stormwater
 7. Hazardous Wastes
 8. Forest Land
 - B. Cultural Resources
 1. Historic
 2. Archaeological
 3. Architectural
 4. Public Lands
 5. Agricultural Lands
- VI. PRELIMINARY PROJECT COST ESTIMATE – including preliminary engineering, right of way acquisition, construction, project management and construction inspection costs.
- VII. MAINTENANCE - Discuss anticipated maintenance needs of the proposed project, including how snow removal is likely to be addressed.
- VIII. PUBLIC INVOLVEMENT – Document the extent to which the public supports the project and identify any potential problems.
- IX. COMPATIBILITY WITH PLANNING EFFORTS – Indicate how the proposed improvement is compatible with relevant local Town plans, and regional Transportation or Bike/Ped (if available)

plans.

- X. PROJECT TIME LINE – given the nature of the project what is your best estimate of the time it will take to scope, design and construct the project (or initial phase of the project).
- XI. VIABILITY – why should VTrans or other funding sources consider this project proposal? Is the project responsive to a community need and is the public good served by spending local, state and federal dollars on this alignment? Are there other considerations that should be made before this project is advanced?

APPENDIX B – CONTRACT AGREEMENT DRAFT

BURLINGTON PUBLIC WORKS
AGREEMENT FOR CONSULTING SERVICES

1. **Parties:** This is an Agreement for services between the City of Burlington, (hereinafter called “CITY”) and _____, with its principal place of business at _____, VT (hereinafter called “CONSULTANT”).
2. **Subject Matter:** The subject matter of this Agreement is assistance with the development of a BICYCLE AND PEDESTRIAN MASTER PLAN AND ACTION PLAN. Detailed services are described in the Consultant proposal.
3. **Maximum Amount:** In consideration of the services to be performed by Consultant, City agrees to pay Consultant a sum not to exceed \$_____.
4. **Agreement Term:** The period of Consultant’s performance shall begin upon this _____ day of _____, 2014 and end on _____, 2014.
5. **Source of Funds:**

Funding Source	Vtrans Bicycle & Pedestrian Program Grant	CCRPC Work Program	AARP	Street Capital	Street Capital Bicycle Set Aside	Maximum Limiting Authority
Federal	\$49,053	\$16,000				
State	\$5,397					
Local Match: Street Capital Bicycle Set Aside	\$6,050	\$4,000				
Donation			\$10,000			
Capital programs				\$15,000	\$15,000	
<i>SUBTOTALS</i>	<i>\$60,500</i>	<i>\$20,000</i>	<i>\$10,000</i>	<i>\$15,000</i>	<i>\$15,000</i>	<i>\$120,500</i>

6. **Attachments:** The Consultant agrees to perform the work in compliance with the following attachments, all of which are incorporated herein and made part of this Agreement:
 - Attachment XXX – Proposal Scope of Work, Expected Deliverables, Schedule, Cost and Payment Procedures
 - Attachment XXX – Additional Contract Provisions
 - Attachment XXX – City’s Livable Wage Ordinance, Ch 21. Article VI
 - Attachment XXX – City’s Outsourcing Ordinance, Ch. 21, Article VII
 - Attachment XXX – City’s Union Deterrence, Ch. 21, Article VIII
7. **Entire Agreement and Amendments:**
 The parties acknowledge that this Agreement is the entire agreement between the parties and

that there are no representations, inducements, arrangements, promises, or agreements outstanding between them, either oral or in writing, other than those. No provision of this Agreement shall be changed or modified except by a written instrument executed by both parties hereto.

8. Binding Nature:

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

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

BURLINGTON

CONSULTANT

Signature: _____

Signature: _____

Name: Chapin Spencer

Name:

Title: Director of Public Works

Title:

Date: _____, 2014

Date: _____, 2014

ATTACHMENT XXXX - BURLINGTON STANDARD CONTRACT CONDITIONS

Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AASHTO	American Association of State Highway and Transportation Officials
AGC	Associated General Contractors of America
ANR	Agency of Natural Resources
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
CADD	Computer Aided Drafting and Design
CES	Contractor Engineering Services
CFR	Code of Federal Regulations
DOT	United States Department of Transportation
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards
FTA	Federal Transit Administration
IBC	International Building Code
IPC	International Plumbing Code
NEC	National Electrical Code
SIR	Self Insured Retention
USC	United States Code
USEPA	United States Environmental Protection Agency
VAOT	Vermont Agency of Transportation
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated
WEF	Water Environment Association

1. **INDEMNIFICATION:**

The CONSULTANT will act in an independent capacity and not as officers or employees of the CITY. The CONSULTANT shall indemnify, defend and hold harmless the CITY and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the CONSULTANT's negligent acts and/or omissions in the performance of this contract.

2. **RELATIONSHIP:**

The parties agree that the CONSULTANT is an independent CONSULTANT. To that end, the CONSULTANT shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. City shall provide the CONSULTANT with no specific instructions or training in how to provide the required services, except to the extent

required by law or regulation. The CONSULTANT shall provide its own tools, materials or equipment. The parties agree that neither the CONSULTANT nor its Principal is an employee of City or any of its departments, agencies, or related entities. The parties also agree that neither the CONSULTANT nor its Principal is entitled to any employee benefits from City.

CONSULTANT understands and agrees that it and its Principal have no right to claim any benefits under the Burlington Employee Retirement System, City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. The CONSULTANT agrees to execute any certifications or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested.

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

3. **INSURANCE:**

Prior to beginning any work the CONSULTANT shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the CITY. Evidence of compliance with minimum limits and coverages, 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 Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the CITY. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the CITY on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of professional liability and workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the CONSULTANT's actions or omissions. It is agreed that the liability insurance furnished by the CONSULTANT is primary and non-contributory for all the additional insureds.

The CONSULTANT is responsible to verify and confirm in writing to the CITY that:

(a) All SUB-CONSULTANTS, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all SUB-CONSULTANTS, agents or workers. SUB-CONSULTANTS must comply with the same insurance requirements as the CONSULTANT.

(b) All coverages shall include adequate protection for activities involving hazardous materials.

(c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the CONSULTANT for the CONSULTANT's operations. These are

solely minimums that have been developed and must be met to protect the interests of the CITY.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by the CONSULTANT, SUB-CONSULTANTS, agents or workers, it is the CONSULTANT's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent CONSULTANT's Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, the CONSULTANT shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all SUB-CONSULTANTS and subCONSULTANTS carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

(a) General. The CONSULTANT shall carry architects/engineers/professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

\$3,000,000 - Annual Aggregate
\$1,000,000 - Per Occurrence

- (b) Deductibles. The CONSULTANT is responsible for any and all deductibles.

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

VALUABLE PAPERS INSURANCE: The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other data relating to the work, whether supplied by the Municipality or developed by the Consultant, subconsultant, worker or agent, in the event of loss, impairment or destruction of these documents. Such coverage shall remain in force until the final plans, and all related materials, have been delivered by the Consultant to, and accepted by, the Municipality.

The policy shall provide coverage on an each occurrence basis with limits not less than:

Valuable Papers	\$10,000
Electronic Data Media	\$10,000

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

UMBRELLA LIABILITY:
\$1,000,000 Each Event Limit
\$1,000,000 General Aggregate Limit

COMPLIANCE WITH LAWS

4. GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

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

5. **CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY**

During performance of the Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identify, national origin, physical disability or veteran status.

The CONSULTANT shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The CONSULTANT shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR§710.405 (b). Accordingly, all subcontracts shall include reference to the above. The CONSULTANT shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

6. **CHILD SUPPORT PAYMENTS**

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

7. **TAX REQUIREMENTS:** By signing the Agreement, the CONSULTANT certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she 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 Agreement

CONTRACTUAL AGREEMENTS

8. **REGISTRATION:** The CONSULTANT agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.
9. **PERSONNEL REQUIREMENTS AND CONDITIONS:** A CONSULTANT shall employ only qualified personnel, for 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 Agreement.

Except with the approval of the CITY, during the life of the Agreement, the CONSULTANT shall not employ:

- (a) Personnel on the payroll of the CITY who are directly involved with the awarding,

administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.

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

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

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

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

The services of the CONSULTANT, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the CITY. Any authorized subagreements shall contain all of the same provisions for and attached to the original agreement with the CITY.

11. **CONTINUING OBLIGATIONS:** The CONSULTANT agrees that if, because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the CONSULTANT nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the CITY may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.
12. **OWNERSHIP OF THE WORK:** The CONSULTANT agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications,

proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultants, hereafter referred to as "instruments of professional service", shall become the property of the CITY as they are prepared and/or developed during execution of the Agreement. The CONSULTANT agrees to allow access to all "instruments of professional service" at any time. The CONSULTANT shall not copyright any material originating under the Agreement without prior written approval of the CITY. No publications or publicity of the work, in part or in total, shall be made without the agreement of the CITY, except that Consultants may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

13. **PROPRIETARY RIGHTS:** The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. The CONSULTANT, however, agrees to and does hereby grant to the CITY, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.

14. **PUBLIC RECORDS**

The CONSULTANT understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The CONSULTANT shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act.

15. **RECORDS RETENTION**

The CONSULTANT agrees to retain, in its files, and to produce to City within the time periods requested, all books, documents, EDM, accounting records, and other evidence related to City, at any time during this Agreement and for a period of at least three (3) years after its termination. The CONSULTANT further agrees that the CITY shall have access to all the above information for the purpose of reviewing and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the CITY if requested. CONSULTANT, SUB-CONSULTANTS, or any representatives performing work related to the Agreement, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

16. **APPEARANCES:**

(a) Hearings and Conferences. The CONSULTANT shall provide professional services required by the CITY and necessary for furtherance of any work covered under the Agreement. Professional 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 Agreement.

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

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

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

(b) Appearance as Witness. If and when required by the CITY, a CONSULTANT, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the CITY. The CONSULTANT shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

17. **CHANGES AND AMENDMENTS:** No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the CITY and the CONSULTANT.
18. **APPENDICES:** The CITY may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the CONSULTANT in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the CITY as occasions may require. It is the responsibility of the CONSULTANT to ensure that they have the latest versions applicable to the Agreement.
19. **EXTENSION OF TIME:** The CONSULTANT agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the CONSULTANT for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the CITY may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the CONSULTANT and without the fault or negligence of the CONSULTANT.
20. **SETTLEMENTS OF MISUNDERSTANDINGS:** In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the City Council shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

In agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the CONSULTANT. Any dispute arising from an administrative decision shall

be appealed in writing within thirty (30) days of receipt.

21. **FAILURE TO COMPLY WITH TIME SCHEDULE:** It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

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

- (a) Breach of Contract. Administrative remedies - the CITY reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the CONSULTANT.
- (b) Termination for Cause. The CITY reserves the right, upon written notice to the CONSULTANT, to terminate the Agreement, as of a date to be specified by the CITY, if the CONSULTANT fails to complete the designated work to the satisfaction of the CITY, within the time schedule agreed upon. The CONSULTANT shall be compensated on the basis of the work performed and accepted by the CITY at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the CITY may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a CONSULTANT, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the CITY's convenience, payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a CONSULTANT prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the CONSULTANT will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the CITY's approval. The CONSULTANT shall make no claim for additional compensation against the CITY by reason of such termination.

23. **ACKNOWLEDGEMENTS**

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

OPERATIONAL STANDARDS

24. **RESPONSIBILITY FOR SUPERVISION:** The CONSULTANT shall assume primary responsibility for general supervision of CONSULTANT employees and his/her or their subCONSULTANTs 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 Agreement.
25. **INDEPENDENCE:** The CONSULTANT shall act in an independent capacity and not as officers or employees of the CITY.
26. ~~**UTILITIES:** Whenever a facility or component of a private, public, or cooperatively owned utility will be affected by any proposed construction, the CONSULTANT will counsel with the CITY, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The CONSULTANT shall inform the CITY, in writing, of any such contacts and the results thereof.~~
27. **PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the CONSULTANT will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the CONSULTANT shall conduct themselves with propriety. ~~The CONSULTANT agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the CITY, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the Agreement. The CONSULTANT agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the CONSULTANT, the CITY shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the CONSULTANT is acting as an agent of the CITY.~~
28. ~~**INSPECTION OF WORK:**~~
The CITY shall, at all times, have access to the CONSULTANT's work for the purposes of inspection, accounting, and auditing, and the CONSULTANT shall provide whatever access is considered necessary to accomplish such inspections. At any time, the CONSULTANT shall permit the CITY or representative for the CITY the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the CONSULTANT pursuant to execution of the Agreement.
- 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.
29. **RETURN OF MATERIALS.** CONSULTANT agrees that at the termination of this Agreement, it shall return to City all materials provided to it during its engagement on behalf of City.

PROJECT DEVELOPMENT AND STANDARDS

30. PLANS RECORDS AND AVAILABLE DATA:

The CITY agrees to make available, at no charge, for the CONSULTANT's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

31. DESIGN STANDARDS: Unless otherwise specifically provided for in the Agreement, or directed in writing, CONSULTANT services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Agreement:

- (a) VAOT'S latest edition of the Standard Specifications for Construction.
- (b) VAOT'S Bridge Design Manual.
- (c) All applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals.
- (d) VAOT'S Manual on Survey.
- (e) VAOT'S Right-of-Way Manual.
- (f) VAOT's Pedestrian & Bicycle Facility Planning & Design Manual
- (g) The Highway Capacity Manual - Special Report 209.
- (h) The ANSI/AASHTO/AWS D-1.5, Bridge Welding code.
- (i) The MUTCD and Vermont Supplement requirements.
- (j) The Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
- (k) The NACTO Urban Bikeway Design Guide and Urban Street Design Guide
- (l) Other CITY directives and guidelines current at the time of the Agreement and as may be issued by the CITY during the progress of the design.

In case of any conflict with the guidelines referenced, the CONSULTANT is responsible to identify and follow any course of direction provided by the CITY.

32. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the CONSULTANT, shall be subject to review and endorsement by the CITY.

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

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

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

33. BINDING NATURE AND JURISDICTION

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This agreement shall be governed by Vermont law, and the CONSULTANT expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

PAYMENT FOR SERVICES RENDERED:

- 34. PAYMENT PROCEDURES:** The CITY shall pay, or cause to be paid to the CONSULTANT or the CONSULTANT's legal representative, payments in accordance with the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

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

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

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

The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Agreement.

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

- 35. PAYMENT FOR ADDITIONS OR DELETIONS:** The CITY may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original Agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

- 36. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The CITY may, upon

written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the CONSULTANT or changes in the scope of work.

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

- (a) Fixed Price. By a price that is not subject to any adjustment on the basis of the CONSULTANT's expenses experienced in performing the work. The CONSULTANT is fully responsible for all costs and resulting profit or loss.
- (b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- (c) 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 shall be valid unless so ordered.

The CONSULTANT agrees to maintain complete and accurate records, in a form satisfactory to the CITY for all time devoted directly to same by CONSULTANT employees. The CITY reserves the right to audit the records of the CONSULTANT related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the CONSULTANT until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the CITY. Any claim for extension of time, which 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.

ATTACHMENT XXXX – BURLINGTON LIVABLE WAGE ORDINANCE AND COMPLIANCE

NOTE: This ordinance only applies for contracts over \$15,000.

ARTICLE VI. LIVABLE WAGES

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

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.

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 thirteen dollars and ninety-four cents (\$13.94) 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 fifteen dollars and eighty-three cents (\$15.83) 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.

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.

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.

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.

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.

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.

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.

21-89 Effective date.

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

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

I, _____, on behalf of _____

(Contractor/Consultant) and in connection with the _____ (project), hereby

certify under oath that (1) Contractor shall comply with the City of Burlington's Livable Wage

Ordinance; (2) as a condition of entering into this contract or grant, Contractor confirms that all

covered employees, as defined by Burlington's Livable Wage Ordinance, shall be paid a livable

wage for the term of the contract as determined and adjusted annually by the City of Burlington's

Chief Administrative Officer, (3) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace or other location where covered employees work, and (4) payroll records or other documentation, as deemed necessary by the Chief Administrative Officer, shall be provided within ten (10) business days from receipt of the City's request.

Dated at _____, Vermont this ___ day of _____, 2014.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

ATTACHMENT XXXX – BURLINGTON OUTSOURCING ORDINANCE AND COMPLIANCE

NOTE: This ordinance only applies for contracts over \$50,000.

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.

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.

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.

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.

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.

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

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

Dated at _____, Vermont this ___ day of _____, 2014.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

ATTACHMENT XXXX – BURLINGTON UNION DETERRENCE ORDINANCE AND COMPLIANCE

NOTE: This ordinance only applies for contracts over \$15,000.

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.

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.

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.

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.

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 _____, 2014.

By: _____
Duly Authorized Agent