CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS
WATER RESOURCES DIVISION

234 Penny Lane, Burlington, VT 05401
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WATER RESOURCES TECHNICAL ASSISTANCE PROGRAM - CONSULTANTS REQUEST FOR QUALIFICATIONS (RFQ)

KEY DATES

RFQ Issued: Monday, August 18th, 2014

Questions Submittal Deadline: Wednesday, August 27th, 2014 by noon

Answers to Questions Published on http://www.burlingtonvt.gov/RFP : Friday, August 29th, 2014 by 4 pm

Statements of Qualification Due: **Monday, September 15th** ~~Wednesday, September 10th,~~ 2014 by 2 pm

1. INTRODUCTION

The City of Burlington is seeking to procure consultants to provide on-call services for planning and engineering tasks associated with projects for the Department of Public Works (DPW) Water Resources Division through a rate schedule retainer contract in which firms will identify hourly rates.

The selected on-call consultants or consultant teams will be used on an as-needed basis to supplement and support City staff by providing services in one or more of the areas of expertise. The number of hours and days of work and/or the requested deliverables may vary per individual consultant/consultant team. The on-call firms will sign a rate schedule retainer contract for period of time determined by the City, up to three years. The rates proposed by each firm will be in effect for the complete term of the contract.

In addition to being qualified for specific disciplines, successful candidates must be familiar with and must be able to comply with all relevant City of Burlington Ordinances, as well as Vermont and federal environmental laws and regulations.

Questions regarding this RFQ should be directed in writing to Megan Moir (mmoir@burlingtonvt.gov). The City will publish a list of questions and answers on the DPW RFP website http://www.burlingtonvt.gov/RFP. Questions will be accepted until noon on August 27th, with responses posted on-line by 4 pm August 29th.

2. PROGRAM DESCRIPTION

The Water Resources Technical Assistant Program (WRTAP) for 2014-2017 is intended to provide a flexible and efficient way for the City Water Resources Division to respond to consultant service needs for a variety of planning and engineering tasks.

The WRTAP will typically be used for work assignments for the Water Resources Division (Water, Wastewater and Stormwater) of the DPW, however, any division of DPW or City Department may utilize the pre-selected consultants. Water Resources staff will utilize the qualified consultants for a variety of planning, and engineering services. Typical tasks may include but are not limited to gathering information, performing analyses, recommending solutions, meeting and coordinating with City staff, attending public meetings, developing plans or designs, cost estimates and construction documents and summarizing findings in plans, memorandums or brief reports, and construction oversight.

Individual project assignments will be made based on qualifications of the firm in relation to the requirements of each project and past performance and in accordance with the City of Burlington's Procurement Policy. In addition to executing a Master On-Call Agreement with the City, consultants will also execute work assignment agreements with the City which will contain the specifics of the individual project assignments.

3. Requested Areas of Expertise:
The selected consultants/consultant teams will have expertise and set hourly rates in one or more of the following disciplines and sub-disciplines:

Water Supply

- Water Distribution Systems
    - Distribution system design
    - Hydraulic model calibration and operation using Pipe2012 from University of Kentucky (www.kypipe.com)
    - Distribution System Asset Management
        - Inventory
        - Inspection/assessment, development of standardized condition ratings
        - Capital planning
- Water Treatment Processes
    - Plant Optimization
    - Energy Management
    - Disinfection by-product formation and prevention
    - SCADA/Security

Wastewater

- Wastewater Treatment /Collection
    - Phosphorus Treatment Optimization
    - Odor Control
    - Wet Weather Optimization
    - Flow Monitoring

- Energy Management
- SCADA/Security
- Pump Station design
- Sanitary sewer design

Stormwater/Wet Weather Collection System:

- Urban retrofit planning and design with specific experience related to green infrastructure elements including, but not limited to:
  - Infiltration practices
  - Pervious pavement systems
  - Bio-retention practices
  - Green roofs
  - Cisterns
- Urban conventional stormwater planning and design, including, but not limited to:
  - Drainage improvements/ collection system design
  - Outfall inspection, assessment, design and repair
  - Collection system design
- I/I studies
- CSO Abatement
- Illicit Discharge Detection
- Landscape Architecture
  - Planting Plans for green stormwater practices
  - "Renderings" of stormwater designs for consumption by public
  - Soil media specification and sourcing for bio-retention practices
- Geotechnical Engineering and Design
  - Specific experience with erosion issues related to stormwater runoff and groundwater migration
  - Channel design
    - Natural channel design
    - Traditional armored design
  - Bio-engineering of slopes, shorelines and channels
- Water Quality/Quantity Monitoring
  - Monitoring Study design
  - Development of specifications for monitoring equipment
  - Installation of monitoring equipment
  - Sampling
  - Analysis of results
- Marine Engineering
  - Lake Outfall design
  - Shoreline stabilization
- Educational Materials
  - Design of educational signage
  - Fact sheet development and design

- Pollutant Management Plans and outreach in response to TMDLs for pollutants such as, but not limited to:
    - Phosphorus
    - Bacteria
    - Chloride
- Collection System Asset Management
    - Inventory
    - Video inspection/assessment, development of standardized condition ratings
    - Capital planning
- Regulatory Programmatic Development
    - Stormwater standards and manual development (with emphasis on the urban environment and GSI)
    - Stormwater incentives for private development

Other Areas

- Hydraulic/Hydrologic Modeling using PCSWMM
    - Including ability to conduct flow monitoring for model calibration
- Geographic Information Systems
    - Enterprise SDE database environment
    - Assistance with trouble-shooting desktop ArcGIS
    - Assistance with Arc-GIS online deployment
    - Digitizing of record drawings
- Resident/Construction Engineering Services
    - Water distribution system
    - Collection System
    - Green stormwater infrastructure implementation
- Management of Vermont CWSRF funded projects
- Management of Vermont Drinking Water SRF funded projects

See ADDENDUM #1 & #2 for additional areas of expertise

Services and Deliverables (include, but are not limited to):

- Technical Memos
- Feasibility/Conceptual Engineering
- Preliminary Engineering
- Cost Estimates
- Final Engineering Construction Drawings
- Bid Documents
- Calibrated H/H Models
- Surveys
- Vendor sourcing
- Watershed, subwatershed, sewershed delineations
- Construction/Resident Engineering
- Illustrative Drawings ("renderings" of engineering plans for public consumption)
- Outreach
- Management Plans
- Educational signage
- Educational Fact Sheet

SECTION 4: REQUIRED SUBMISSION MATERIALS

All consultants will be required to prepare a Statement of Qualifications (SOQ) and a Cost Proposal as part of this submission. In order to be considered responsive to this RFQ and be considered for ranking based on the scoring criteria, each submittal must conform to the following requirements. The consultant shall:

- Submit three (3) hardcopies and one (1) electronic copy (on CD or other digital media) of the Statement of Qualifications (see requirements below); number all pages consecutively, not exceeding 20 double sided 8.5 x 11" pages, excluding project descriptions and resumes.
- Submit one (1) hard copy and one (1) electronic copy of the Cost Proposal (see requirements below) in a sealed, separate package.

Clearly indicate the following on the outside of each Technical Qualifications and the Cost Proposal packages:

1. Project Name (City of Burlington Water Resources Technical Assistance Program - Consultants)
2. Contents (Statement of Qualifications or Cost Proposal)
3. Name and address of the primary consultant

Submissions must be received by 2:00 pm ~~September 10th, 2014 at:~~ September 15th, 2014
Water Resources Division
Department of Public Works – Water Treatment Plant
234 Penny Lane
Burlington, VT 05401

Late submissions will not be accepted, nor will submissions to locations other than the above. If any of the above requirements are not met, the proposal may be rejected.

Statement of Qualifications Requirements

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

Qualifications submissions may include multiple members of individual firms and sub-consultants. However, the City reserves the right to utilize the services of individual members of a firm or sub-consultants as needed in the future.

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

I. Cover Letter

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

II. Introduction to the Firm(s)

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

a) Firm name and business address, including telephone number and email contact.
b) Year established, include former firm names and year established, if applicable. Identify the state in which the firm was organized and incorporated.
c) Type of ownership, and name and location of parent company and subsidiaries, if any and indication of whether the firm is licensed to do business in the State of Vermont, which is a requirement of this program.
d) Number of full-time employees. Part-time employees or consultants routinely engaged by the proposer may be included if clearly identified as such.
e) A description of the specific expertise, skills and services the firm offers. (For example, green stormwater infrastructure design, retrofit planning, wastewater treatment plant phosphorus treatment optimization etc.).
f) Relevant project listing: This numbered listing should contain up to 3 projects per area of expertise which document the experience of the team in an environment similar to Burlington. The description should include team members who worked on the project and are proposed to be included as part of this RFQ. Additionally, these projects should referenced by number and name in part "e" above and in the qualified expertise table in part "g". This project listing may be included as an appendix and does not count towards the 20 page limit.
g) Submission of Qualified Expertise Table (See Appendix A, downloadable as excel file at: http://www.burlingtonvt.gov/RFP) indicating areas of expertise (Section 2) for which the firm wishes to be considered and which projects specifically relate to this area of expertise.

III. Qualifications and Experience of Key Staff

Consultants shall identify key individuals assigned to do work under this contract and include the function and/or responsibility of each of the identified individuals. Experience summaries of these key individuals shall be provided, with emphasis on previous experience in similar contracts or projects in which the firm is seeking prequalification. Consultants seeking consideration for on-call selection in more than one discipline must clearly identify qualifications and experience of key staff in each of the disciplines where seeking consideration. Resumes of key individuals may be included as an appendix to the SOQ. This section should include a discussion of the firm's ability to respond to requests in a timely manner.

IV. Firm's Organization

This section should discuss the firm's project management structure and relate the job categories listed in the Cost Proposal to generalized project tasks.

V. Local Ordinance Compliance and Insurance Requirements

Respondents shall confirm that they will meet all local ordinance compliance and insurance requirements (see Section 7) upon selection as an on-call consultant.

VI. References

The respondents shall submit names, addresses, and phone numbers of <u>at least three references</u> familiar with the firm's ability, experience and reliability in the performance and management of projects. A minimum of one reference in each area of expertise where seeking consideration for the on-call list must be included. The City of Burlington shall NOT be included as a reference. Please include the following information for each reference:

- Firm Name, if applicable
- Contact Person
- Address, Phone Number and E-mail address for Contact Person
- Year of project
- Description of project

<u>Cost Proposal Requirements</u>

The cost proposal should present a table including hourly and overtime rates for all classifications of personnel who may be utilized under this contract. These rates shall be presented and broken down by direct labor costs per class of labor, overhead cost, and profit. This cost proposal information shall be placed in a separate envelope and the contents clearly labeled as specified above. The cost proposal should also include the firm's standard rates for any printed or other materials likely to be produced as part of scopes of work. These rate presented by the proposal will remain in effect for the duration of the On-Call agreement period. The maximum duration will be through December 31, 2017.

SECTION 5: EVALUATION AND SELECTION FOR ON-CALL LIST

The City will assemble a selection committee (minimum of 3 City staff members) that will evaluate and rank the SOQs based on the evaluation criteria and weighting below:

- Qualifications of the firm and personnel (including any subcontractors) to be assigned to this project and their experience completing similar projects (45 pts)
- Clarity of the proposal, skills available, and expertise with specific skills (30 pts)
- Demonstration of overall project understanding and knowledge of the local area (20 pts)
- Completeness of submitted proposal with all elements required by the RFQ (5 pts)

Following the technical qualifications evaluation, the cost proposal will be next reviewed for

consistency and in light of the evaluation of the technical qualifications. Cost proposals may be used to provide the final selection of consultants.

The City reserves the right to seek clarification of any documentation submitted. City staff will develop a list of on-call consultants/consultant teams for each of the disciplines listed above.

The City reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFQ if it is in the best interest of the City. This solicitation of qualifications in no way obligates the City to award a contract.

Follow-Up Interviews

If deemed necessary, a short list of qualified consultants may be selected from those who submitted for follow-up interviews. Interviews will be conducted by the staff committee. Each consultant will be permitted approximately 15 minutes to make an oral presentation with a question and answer session to follow not to exceed 15 minutes. The consultant teams may wish to present the following information: descriptions, sketches, photos or plans of projects of a similar nature which have been completed by each firm; any unique features of the project(s); and relevant methodology/experience in dealing with environmental impacts that may be encountered under this agreement. Firms may also wish to provide samples of materials they have developed for public information meetings. Interviews, if requested, will take place at the DPW offices or at a site designated by DPW.

On-Call List:

It is the intention of the City to select the top ranked consultant/consultant teams for the on-call list in each area of expertise. The final number of consultants selected for inclusion on the on-call list for each area of expertise will be chosen so as to provide sufficient breadth of options in order to comply with the City's procurement policy and may also include considerations of the likely number of projects in an area of expertise, the number of proposals received for a given area, and the point spread in the ranking.

These consultant/consultant teams will then be asked to provide verification of compliance with the various local ordinances (see Section 7: Additional Information) and City insurance requirements, and will be expected to execute an On-Call Consultant Master Agreement which will include standard conditions and the cost rate table submitted as part of the RFQ.

SECTION 6: SELECTION OF CONSULTANTS FOR PROJECTS

Individual project assignments will be made based on qualifications of the firm in relation to the requirements of each project and past performance and in accordance with the City of Burlington's Procurement Policy. A scope of work, schedule and budget for each individual project will be developed cooperatively between the local project manager, local representatives and where appropriate, representatives from any outside funding agencies. A work assignment agreement will be executed between the City and will include the following:

- Specific scope of work and deliverables

- Project organization (listing and availability of proposed staff)
- Schedule for completion
- Level of effort
- Total project cost (Maximum Limiting Amount)
- Any applicable additional terms/conditions not listed in the master on-call agreement.

Requirements for Individual Projects

The consultant shall comply with all applicable standards, which shall be specified in the individual project agreement.

The consultant shall maintain a file containing all correspondence pertaining to the project and shall document the minutes for all meetings held pertaining to the project.

All documents shall use MS Word and be a standard 8.5 x 11 inch page unless otherwise agreed to. All documents and plans, in either paper or electronic format, shall be property of the City upon completion of the project or termination of the contract.

All materials to be utilized at public meetings or hearings shall be reviewed and approved by the City Project Manager prior to the meeting.

Schedules and Payment Procedures

The consultant shall submit and maintain a schedule with specified milestone dates for each project. The schedule must allow for necessary review periods for all parties involved in the project.

The consultant shall submit invoices with a written, brief status report on each project on a monthly basis to the Project Manager, who reserves the right to request supplemental information to ensure appropriate project progress. Invoices will include a task based report of amount expended to date on each major task to verify project expenses billed to the City are consistent with the project scope of work.

SECTION 7: ADDITIONAL INFORMATION

The City of Burlington reserves the right to accept or reject any or all Statements of Qualifications, with or without cause. All decisions related to this solicitation by the City will be final.

As noted in the RFQ introduction, the City intends to execute a technical assistance contract with selected firms for a period of up to 3 years. However, the City may elect to solicit additional technical assistance firms if the need arises prior to the expiration of this contract. Inclusion of a consultant on the on-call list does not guarantee any amount of work or payment.

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

Equal Opportunity:
The selection of consultants shall be made without regard to race, color, sex, sexual orientation, gender expression, 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.

Insurance Requirements:
All proposers should familiarize themselves with and be prepared to sign a master on-call agreement containing requirements related to the standard insurance requirements for City projects attached in Appendix B.

Local Ordinance Compliance:
All proposers should familiarize themselves with and be prepared to sign a master on-call agreement containing requirements related to the City Ordinances listed below and included in Appendix C.

- LIVABLE WAGE ORDINANCE: In the event a work assignment exceeds $15,000, or when combined with other contracts within the last 12 months exceeds $15,000, the consultant will be required to comply with the Burlington Livable Wage Ordinance and shall provide the required certification attesting to compliance with the ordinance.
- OUTSOURCING ORDINANCE: In the event that contract amounts exceed $50,000, consultants will be required to comply with the Burlington Non-Outsourcing Ordinance and shall provide the required certification attesting to compliance with this ordinance as a condition of executing the contract.
- UNION DETERRENCE ORDINANCE: In the event that contract amounts exceed $15,000, consultants will be required to comply with the Burlington Union Deterrence Ordinance and shall provide the required certification attesting to compliance with this ordinance as a condition of executing the contract.

Appendix A

Please mark the boxes (un-shaded) indicating the areas of expertise for which the proposer wishes to be considered. Only mark the areas for which you are able to document your actual experience. The proposer must also reference up to three projects (described in detail in II.g of the Statement of Qualifications).

		Projects demonstrating relevant experience in this area		
Area of Expertise	Request for Consideration	Project 1	Project 2	Project 3
Water Distribution Systems				
Distribution system design				
Hydraulic model calibration and operation using Pipe 2012				
Distribution System Asset Management				
Inventory				
Inspection/Assessment, development of with standardized condition ratings				
Capital Planning				
Water Treatment Processes				
Plant optimization				
Energy Management				
Disinfection by-product formation and prevention				
SCADA/Security				
Wastewater Treatment/Collection				
Phosphorus Treatment optimization				
Odor control				
Wet Weather optimization				
Flow monitoring				
Energy Management				
SCADA/Security				
Pump Station design				
Sanitary sewer design				

Please mark the boxes (un-shaded) indicating the areas of expertise for which the proposer wishes to be considered. Only mark the areas for which you are able to document your actual experience. The proposer must also reference up to three projects (described in detail in II.g of the Statement of Qualifications).

		Projects demonstrating relevant experience in this area		
Area of Expertise	Request for Consideration	Project 1	Project 2	Project 3
Stormwater/Wet Weather Collection System				
H/H Modeling and calibration using PCSWMM				
I/I studies				
CSO Abatement				
Illicit Discharge Detection				
Urban retrofit planning and design				
Retrofit opportunities identification				
Infiltration practices				
Pervious pavement systems				
Bio-retention practices				
Green roofs				
Cisterms/storage tanks				
Silva cell system design				
Urban conventional stormwater planning and design				
Drainage issues/collection system design				
Outfall inspection, assessment, design and repair				
Landscape Architecture				
Planting plans for green stormwater practices				
Renderings of stormwater designs for consumption by public				
Soil media specification and sourcing for bio-retention practices				
Geotechnical Engineering and Design				
Mitigation of erosion related to stormwater runoff				
Slope failure assessment and remediation				
Groundwater mitigation/management				
Bio-engineering				

Please mark the boxes (un-shaded) indicating the areas of expertise for which the proposer wishes to be considered. Only mark the areas for which you are able to document your actual experience. The proposer must also reference up to three projects (described in detail in II.g of the Statement of Qualifications).

		Projects demonstrating relevant experience in this area		
Area of Expertise	Request for Consideration	Project 1	Project 2	Project 3
Channel design				
Natural channel design				
Traditional armored design				
Water Quality/Quantity Monitoring				
Monitoring study design				
Development of specifications for monitoring equipment				
Rental/Installation/maintenance of monitoring equipment				
Sampling				
Analysis/Reporting of results				
Marine Engineering				
Lake Outfall design				
Shoreline stabilization				
Outreach Materials				
Design of educational signage				
Fact sheet development and design				
Pollutant Management Plans				
Phosphorus Mitigation				
Bacteria Mitigation				
Chloride Mitigation				
Collection System Asset Management				
Inventory				
Video inspection/Assesment, development of standardized condition ratings				
Capital Planning				
Regulatory Programmatic Development				
Stormwater Standards and Manual Development (with emphasis on urban environment and GSI)				
Stormwater incentives program for private development				

Please mark the boxes (un-shaded) indicating the areas of expertise for which the proposer wishes to be considered. Only mark the areas for which you are able to document your actual experience. The proposer must also reference up to three projects (described in detail in II.g of the Statement of Qualifications).

		Projects demonstrating relevant experience in this area		
Area of Expertise	Request for Consideration	Project 1	Project 2	Project 3
Other areas				
Management of Vermont Clean Water SRF funded projects				
Management of Vermont Drinking Water SRF funded projects				
GIS Assistance/trouble shooting				
Enterprise SDE environment				
Desktop ArcGIS				
Arc GIS Online				
Digitizing of record drawings in GIS				
Resident/Construction Engineering Services				
Distribution Systems				
Collection System				
Green Stormwater infrastructure				

Appendix B: Standard City of Burlington Insurance Requirements

INSURANCE:
Prior to beginning any work the CONTRACTOR shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the CITY. 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 CONTRACTOR's actions or omissions. It is agreed that the liability insurance furnished by the CONTRACTOR is primary and non-contributory for all the additional insureds.

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

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

(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 CONTRACTOR for the CONTRACTOR's operations. These are solely minimums that have been developed and must be met to protect the interests of the CITY.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by the CONTRACTOR, SUB-CONTRACTORs, agents or workers, it is the CONTRACTOR'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 Contractors' 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 CONTRACTOR shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all SUB-CONTRACTORs and subcontractors 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 CONTRACTOR 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 CONTRACTOR is responsible for any and all deductibles.

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

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

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 CONTRACTOR 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

APPENDIX C- Burlington Local Ordinances

ARTICLE VI. LIVABLE WAGES*

*__Cross references:__ Personnel, Ch. 24.

Sec. 21-80. Findings and purpose.
In enacting this article, the city council states the following findings and purposes:
(a) Income from full-time work should be sufficient to meet an individual's basic needs;
(b) The City of Burlington is committed to ensuring that its year-round employees (full and part time) have an opportunity for a decent quality of life and are compensated, and not dependent on public assistance, to meet their basic needs;
(c) The city is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
(d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the city and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
(e) It is the intention of the city council in passing this article to provide a minimum level of compensation for city employees and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.
(Ord. of 11-19-01)

Sec. 21-81. Definitions.
As used in this article, the following terms shall be defined as follows:
(a) *Contractor* or *vendor* is a person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods) where the total amount of the contract or contracts exceeds fifteen thousand dollars ($15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.
(b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants administered by the city, including any contractors or subcontractors of the grantee, that exceeds fifteen thousand dollars ($15,000.00) for any twelve-month period.
(c) *Covered employer* means the City of Burlington (except that the Burlington School Department shall not be considered a covered employer), a contractor or vendor or a grantee as defined above.
(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services funded by the city, notwithstanding that the employee may be a seasonal employee;
(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the city is a "covered employee".
(e) *Employee* means a person who is employed on a full-time or part-time regular basis (i.e., nonseasonal). "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.
(f) *Employer assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at employer cost or at an employer contribution towards the purchase of such health care benefits provided that the employer cost or contribution consists of at least one dollar and twenty cents ($1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)
(g) *Livable wage* has the meaning set forth in section 21-82.
(Ord. of 11-19-01)

Sec. 21-82. Livable wages required.
(a) Every covered employer shall pay each and every covered employee at least a livable wage as established under this article.
(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least nine dollars and ninety cents ($9.90) per hour on the effective date of this article [Dec. 19, 2001].
(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least eleven dollars and sixty-eight cents ($11.68) per hour on the effective date of this article [Dec. 19, 2001].
(3) Tipped covered employees and other covered employees whose compensation consists of more than hourly wages shall be paid an hourly wage which, when combined with the other compensation, will at least equal the livable wage as established under this article.
(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city, as of JulyMarch first of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person utilizing 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. Prior to MayMarch first of each calendar year, the chief administrative officer will provide public notice of this adjustment by publishing a notice in a newspaper of general circulation, by posting a written notice in a prominent place in City Hall, by sending written notice to the city council and, in the case of covered employers that have provided an address of record to the chief administrative officer, by written letter to each such covered employer.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation or personal leave.
(Ord. of 11-19-01)

Sec. 21-83. Applicability.
(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article [Dec. 19, 2001]. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.
(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the city's funds are being expended.
(Ord. of 11-19-01)

Sec. 21-84. Enforcement.
(a) The City of Burlington shall require, as a condition of any contract or grant covered by this section, that the affected covered employer submit a written certification, under oath, confirming payment of a livable wage as a condition of entering into said contract or grant. The affected covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The affected covered employer shall agree to provide payroll records or other documentation, as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from receipt of the city's request.
(b) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with an affected covered employer from any court of competent jurisdiction, if the affected covered employer has not complied with this article.
(c) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.
(d) A violation of this article shall be a civil offense subject to a civil penalty of from twoone hundred dollars ($2100.00) to five hundred dollars ($500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.
(Ord. of 11-19-01; Ord. of 2-17-04)

Sec. 21-85. Other provisions.
(a) No affected covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this paragraph shall be deemed a violation of this article subject to the remedies of section 21-84.

(b) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection 21-85(c), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.
(c) Notwithstanding subsection 21-85(b), where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.
(d) Covered employers shall inform employees making less than twelve dollars ($12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.
(e) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.
(Ord. of 11-19-01)

Sec. 21-86. Exemptions.
A partial or complete exemption from the requirement of this article may be authorized based upon a determination that compliance with the livable wage requirement would cause substantial economic hardship. Requests for exemption shall be submitted to the chief administrative officer. The finance board of the city shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.
(Ord. of 11-19-01)

Sec. 21-87. Severability.
If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.
(Ord. of 11-19-01)
Secs. 21-88, 21-89. Reserved.

Livable Wage Ordinance

****EFFECTIVE JULY 1, 2014****

Are You Receiving A Livable Wage?

The Burlington Livable Wage Ordinance requires that if you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least $13.94 an hour **with health insurance**.

$13.94

If you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least $15.83 an hour **without health insurance.**

$15.83

What Are Your Rights Under the Livable Wage?

All employees who work directly on a City of Burlington service contract or a subcontract may be eligible. To find out if you are covered by the Livable Wage Ordinance you may call the Office of the Chief Administrative Officer at 802/865-7000.

Are You Eligible to Receive The Livable Wage?

Covered employees are required to be paid at least the above amounts. If you are covered and your employer reduces your pay, your employer shall be considered in violation. You are protected by law if you assert your rights under the Livable Wage Ordinance.

Why Report A Livable Wage Violation?

If your employer is required to be paying you the Livable Wage and is not, he or she may be required to pay you back wages and be subject to any other appropriate action as outlined in the Ordinance.

Employee Earned Income Tax Credit

Are you raising a family and making less than $30,000? If so, you could be eligible to receive the Earned Income Tax Credit (EITC.) You may even be eligible if your income is so low that you do not owe any taxes. The EITC can reduce your taxes or provide a cash refund. There is a federal and state EITC, so ask about both. To find out if you qualify and how to get this benefit speak to your employer's payroll clerk or call IRS at 1.800.TAX.1040.

To file a complaint Contact:
Office of the Chief Administrative Officer, 149 Church Street, Burlington, VT 05401
802-865-7019

Revised 5/14

Certification of Compliance with the City of Burlington's Livable Wage 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 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 _____, 20__.

By:_____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

ARTICLE VIII. - UNION DETERRENCE

Sec. 21-100. - Policy.
Sec. 21-101. - Definitions.
Sec 21-102. - Implementation
Sec. 21-103. - Enforcement
Secs. 21-104—21-110. - Reserved.

Sec. 21-100. - Policy.

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

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

Sec. 21-101. - Definitions.

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

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

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

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

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

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

Sec 21-102. - Implementation

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who

1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
2) Advertises union deterrence services as specialty services;
3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

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

Sec. 21-103. - Enforcement

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.

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

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

Secs. 21-104—21-110. - Reserved.

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that _____ (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

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

By:_____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Article VII Outsourcing

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

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

Sec. 21-91. - Definitions.

(a)

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

(b)

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

(c)

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

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

Sec. 21-92. - Implementation.

(a)

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

(b)

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

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

Sec. 21-93. - Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

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

Sec. 21-94. - Enforcement.

(a)

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

(b)

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

(c)

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

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

Secs. 21-95—21-99. - Reserved.

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

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

Dated at _____, Vermont this ___ day of _____, 2013.

By:_____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary