

**CITY OF BURLINGTON
REQUEST FOR PROPOSALS FOR
GRANT-WRITING SERVICES**

Issued: September 30, 2020 at 4:00 PM

Due: October 5, 2020 at 9:00AM

I. PROJECT BACKGROUND

The City of Burlington's Community & Economic Development Office (CEDO), issues this Request for Proposal (RFP) to obtain grant writing services to review and update a prior year submission for application under the U.S. Environmental Protection Agency's (EPA) Request for Applications (RFA) for the FY 2021 Brownfields Grants (EPA-OLEM-OBLR-20-05). The funding for this RFP comes from a non-federal source. The RFA can be viewed here: <https://www.epa.gov/sites/production/files/2020-08/documents/epa-olem-oblr-20-06.pdf>

II. SCOPE OF WORK

CEDO seeks a consultant prepared and uniquely qualified to provide comprehensive Brownfields Assessment grant application development, writing, and advisory services in response to the above-referenced RFA. The consultant will not be expected to write an entirely new submission and will use CEDO's FY 2020 proposal (Exhibit A) as a guideline. The maximum amount budgeted for this work is \$3,000.

III. RESPONSE FORMAT

The response to this RFP shall be in the form of a letter addressed to the primary contact on company letterhead. The response shall not exceed two pages of single-spaced text. The response should include the following information:

- a. A brief summary of the company making the proposal, focusing on past experience with writing successful EPA Brownfields grant proposals.
- b. Background information of the key personnel working on the project, focusing on past experience with writing successful EPA Brownfields grant proposals. This should also include a breakdown of individual(s) that will be responsible for each aspect of the project.
- c. A statement verifying that key personnel have the capacity to complete the work by October 12, 2020.
- d. Total cost for providing consulting services.

IV. CONSULTANT SELECTION

CEDO will review all proposals for completeness and adherence to the guidelines outlined in this document. A selection committee will review proposals based that will be scored as follows:

Overall Quality of Proposal	30%
Demonstrated experience and success with EPA Brownfield Grants	40%
Qualifications and Experience of Key Personnel	30%
Total	100%

V. SUBMISSIONS

Submissions shall be sent electronically to Grace Ciffo, gciffo@burlingtonvt.gov, before the deadline stated above.

VI. EXHIBITS

- A. Exhibit A: FY20 EPA Brownfields grant submission
- B. Exhibit B: Draft Contract
- C. Exhibit C: Burlington Standard Contract Conditions

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

VII. CONTRACTING

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

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

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

VIII. AGREEMENT REQUIREMENTS

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Consultant Conditions (Exhibit C) and the attached Draft Agreement.

IX. LIMITATIONS OF LIABILITY

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

X. COSTS ASSOCIATED WITH PROPOSAL

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

XI. INDEMNIFICATION

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

XII. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XIII. OWNERSHIP OF DOCUMENTS

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

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XV. PUBLIC RECORDS

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

XVI. PUBLIC HEALTH EMERGENCIES

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

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

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see attached Draft Contract, Sections 15 and Attachment B);
- 2) A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract, Section 15); and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

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

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



Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="12/03/2019"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="BF"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Burlington, City of"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="03-6000-410"/>	* c. Organizational DUNS: <input type="text" value="8304182450000"/>	
d. Address:		
* Street1: <input type="text" value="149 Church St Rm 32"/>	<input type="text"/>	
Street2: <input type="text"/>	<input type="text"/>	
* City: <input type="text" value="Burlington"/>	<input type="text"/>	
County/Parish: <input type="text" value="Chittenden"/>	<input type="text"/>	
* State: <input type="text" value="VT: Vermont"/>	<input type="text"/>	
Province: <input type="text"/>	<input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	<input type="text"/>	
* Zip / Postal Code: <input type="text" value="05401-8450"/>	<input type="text"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="CEDO"/>	Division Name: <input type="text" value="CEDO"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Ian"/>	<input type="text"/>
Middle Name: <input type="text"/>	<input type="text"/>	
* Last Name: <input type="text" value="Jakus"/>	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: <input type="text" value="Projects & Policy Specialist Housing"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="802-734-2612"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="Ijakus@burlingtonvt.gov"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

*** 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-19-05

* Title:

FY20 GUIDELINES FOR BROWNFIELD ASSESSMENT GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Burlington, Community & Economic Development Office's Assessment Grant Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="300,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="300,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name:

Address:

City:

State: Zip Code:

B. DUNS No.

II. Is the applicant currently receiving EPA Assistance? Yes No

III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

There is a law suit pending in State court - sex discrimination claim brought by three former Burlington Telecom employees. There is also a claim made to the state EOC (in Vermont the State Attorney General is the local EOC) - airport employee alleging sex and age discrimination.

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

Not applicable

V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

Not applicable

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

Yes No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

Yes No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R 5.140 and 7.95) Yes No

a. Do the methods of notice accommodate those with impaired vision or hearing? Yes No

b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? Yes No

c. Does the notice identify a designated civil rights coordinator? Yes No

VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. 7.85(a)) Yes No

IX. Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166) Yes No

X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

Not applicable

XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet Address for, or a copy of, the procedures.

Not applicable

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

B. Title of Authorized Official

C. Date

Ian J Jakus

Projects & Policy Specialist Housing

12/03/2019

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. *Signature of Authorized EPA Official

B. Title of Authorized Official

C. Date

*** See Instructions**

Instructions for EPA FORM 4700-4 (Rev. 06/2014)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973. The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification. * Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

[Add Mandatory Project Narrative File](#)

[Delete Mandatory Project Narrative File](#)

[View Mandatory Project Narrative File](#)

To add more Project Narrative File attachments, please use the attachment buttons below.

[Add Optional Project Narrative File](#)

[Delete Optional Project Narrative File](#)

[View Optional Project Narrative File](#)



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

FY2020 EPA Community-Wide Brownfields Assessment Grant Application

Narrative Information Sheet

1. Applicant Identification: City of Burlington Community and Economic Development Office (CEDO), City Hall, 149 Church Street, Burlington, Vermont 05401
2. Funding Requested:
 - a. Assessment Grant Type: Community-wide
 - b. Federal Funds Requested: \$300,000
 - c. Contamination: Hazardous Substances
3. Location:
 - a. City: Burlington
 - b. County: Chittenden
 - c. State: Vermont
4. Property Information for Site-Specific Applications: Not Applicable
5. Contacts:
 - a. Project Director: Ian Jakus
(802)734-2612
Ijakus@Burlingtonvt.gov
149 Church St. RM 32
Burlington VT, 05401
 - b. Chief Executive/Highest Ranking Elected Official: Mayor Miro Weinberger
(802)865-7272
Mayor@Burlingtonvt.gov
149 Church St. RM 32
Burlington VT, 05401
6. Population: City of Burlington 42,645 (2010 Census)
7. Other Factors Checklist:

Other Factors	Applicable	Page #
Community population is 10,000 or less.	No	
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.	No	
The priority brownfield site(s) is impacted by mine-scarred land.	No	
The priority site(s) is adjacent to a body of water (i.e., the border of the priority site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	Yes	1
The priority site(s) is in a federally designated flood plain.	Yes	1

The reuse of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or will incorporate energy efficiency measures.	Yes	3
30% or more of the overall project budget will be spent on eligible reuse planning activities for priority brownfield site(s) within the target area.	Yes	9

8. Letter from State or Tribal Environmental Authority: Attached



AGENCY OF NATURAL RESOURCES

State of Vermont
Department of Environmental Conservation
Waste Management & Prevention Division
1 National Life Drive – Davis 1
Montpelier, VT 05620-3704
(802) 249-5822
Patricia.coppolino@vermont.gov

November 25, 2019

City of Burlington
Attn: Mr. Ian Jakus
149 Church Street
Burlington, VT 05401

Dear Mr. Jakus

This letter will serve as acknowledgement that the Vermont Department of Environmental Conservation is aware that the City of Burlington is intending to apply for FY20 federal brownfield grant funds for hazardous substances. The grant funds, if awarded, will be used to conduct general site assessment activities.

The Vermont Department of Environmental Conservation is appreciative of your intent to support brownfield redevelopment in Vermont. Please know that the Vermont Department of Environmental Conservation is here to support your organization with brownfield redevelopment in Burlington, Vermont.

Good luck in the competition.

Sincerely,

Patricia Coppolino, Environmental Program Manager
Sites Management Section
Waste Management and Prevention Division



1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

a. Target Area and Brownfields

i.) Background and Description of Target Area - Burlington is located on the eastern shoreline of Lake Champlain and is Vermont's largest city with approximately 42,600 residents. Founded in 1791, Burlington has long been the economic and industrial center of Chittenden County and the State of Vermont. Every day, over 100,000 people commute from other communities into Burlington.¹ The City has the highest urban density in the state and is largely built out with little undeveloped land available; therefore, infill development of blighted and potentially contaminated sites is a key strategy to addressing this problem. Despite successful efforts to address contamination from the City's industrial heritage, **Burlington's barge canal and railyard area of the Pine Street Corridor in the South End, the Target Area for this grant application** and the center of Burlington's industrial and transportation system since the construction of the rail line in the 1850s, remains blighted with vacant contaminated properties. This area was a former wetland for Lake Champlain that was filled for the rail line and the adjacent lumber-associated industries. **The Target Area includes federally designated flood hazard areas and is contiguous to Lake Champlain but for the railroad and barge canal separating them.** Subsequent industrial development of the area included multiple manufacturing businesses, laundering services, automotive maintenance and printing. In the early 1900s the Burlington Light and Power manufactured gas plant was constructed to provide gas to Burlington residences and businesses – this site, heavily contaminated with coal tar, is being managed as the Pine Street Barge Canal Superfund Site. As a Superfund Site, it is not eligible for brownfields funding, but its location in the center of the Target Area and its associated area-wide institutional controls present a huge obstacle with regards to economic viability and reuse potential of the properties within the Target Area.

The Target Area, the heart of Burlington's industrial hub and the center of its multimodal development plan, was also the focus of a 2016 EPA-funded Area Wide Plan (AWP). It encompasses 70 acres (0.1 square miles), 30 acres of which are undeveloped or underdeveloped. Of the 19 parcels in the Target Area, 7 are part of the Superfund Site (not eligible for brownfields funds), 8 are VTDEC-listed hazardous sites, and the remaining 4 are potential brownfields due to the regional industrial history.²

Burlington's Community and Economic Development Office (CEDO), is seeking this Brownfields Grant to capitalize on the AWP planning efforts and further the development plans already started in the Target Area, an area critical to the economic vitality of Burlington and the State of Vermont.

ii.) Description of the Priority Brownfield Site(s) - The Target Area is the northernmost part of the broader 800 acre Burlington South End which provides 20% of the jobs in Burlington and approximately 90% of the industrial space.³ It is along the route of the anticipated Champlain Parkway which will provide access to the South End and Pine Street from the interstate. The South End is reinventing itself as a hub for the arts, technology, and light manufacturing. Continuing to provide jobs to the wider community is critical, as the Target Area is part of a HUD Neighborhood Revitalization Strategy Area (NRSA) and sits completely within a Qualified Opportunity Zone (Census Tract 10).

According to the VT DEC Environmental Resource Atlas, there are a total of 24 managed environmental sites within or immediately upgradient of the Target Area. Based on property information and our experience executing EPA brownfields grants in Burlington since 1996, we estimate that almost all of the properties in the Target Area, with the exception of the Superfund Site, have the potential for contamination and are eligible for brownfields funding. All of the properties in the Target Area are underlain by fill potentially containing coal ash, coal tar and arsenic; have surface soil potentially contaminated with PAHs

¹ City of Burlington, CEDO, Draft Burlington Opportunity Zone Prospectus, November 2019.

² City of Burlington, Burlington Brownfields Area Wide Plan, September 2016.

³ City of Burlington, Final Draft planBTV South End, February 2019.

and lead from urban atmospheric deposition; and may be impacted by dry cleaners and manufacturers located immediately upgradient of the Target Area.

A total of 14 of the properties in the Target Area are subject to an institutional control associated with the Superfund Site, which prohibits their use for residential purposes, but more importantly prohibits activities that can change hydrogeologic conditions and potentially impact migration of the subsurface coal tar. Since the area is underlain by peat, this essentially means all property alterations which would increase the weight/load on the ground surface require pilings keyed into bedrock. Designing and installing weight offsets and/or pilings in heavily contaminated subsurface conditions requires the services of specialty environmental professionals, significantly increasing redevelopment costs.

The following priority brownfield sites in the Target Area exemplify the need for assessment and reuse.

- **Railyard Enterprise Project (REP) properties** - The REP area (northernmost portion of the Target Area) is a priority area for transportation redevelopment. Beginning in 2013 this property was managed as a Brownfield Economic Revitalization Alliance (BERA) pilot site. The REP Phase 1 Scoping report was completed under the Federal Highway Administration EDC/PEL initiative in November 2016 and Phase 2 of the Supplemental Scoping process is currently underway. The purpose of the REP is to develop a network of multimodal transportation infrastructure improvements which incorporate the principles of Complete Streets to: support economic development in the Target Area; improve Livability for the surrounding neighborhoods; and enhance multimodal travel connectivity between the Target Area, the Burlington Waterfront and the Burlington Railyard. Transportation facilities within the REP that would be improved include roads, on-road bike routes, the Burlington Bike Path (multi-use), the Green Mountain Transit Bus system, the Lake Champlain ferry, and the Vermont Railway system.⁴

All of the 7 properties in both the REP and Target Area are potential brownfields, and four of these are known hazardous sites listed with the VT DEC, as described below:

- 257 Pine Street was used by the railroads and for marble manufacturing and may be impacted by herbicides, PCBs, and other hazardous substances from these industries.
- 101 Lavalley Lane has operated as a rail yard for over 165 years and is potentially contaminated from maintenance activities (creosote railroad ties, herbicides) and undocumented spills.
- 345/351 Pine Street, located within the Superfund Site institutional control zone, operated as a bulk coal storage facility and investigations have identified lead, PAH and PCB contamination.
- 339 Pine Street, located within the Superfund Site institutional control zone, is potentially contaminated from its former uses for automobile service, coal storage and an asphalt batch plant.
- **453 Pine Street** - This property, located within the Superfund Site institutional control zone, is currently a vacant lot that was formerly used by the railroad and multiple manufacturing industries. Subsurface soil is contaminated with coal tar wastes, and surface soil with PAHs. Beginning in 2013 this property was managed as a BERA pilot site, and in 2017 a detailed redevelopment study was conducted through the Council of Development Finance Agencies (CDFA) Brownfields Technical Assistance Program. The study and geotechnical assessment determined that redevelopment of the site would require pilings, maintaining current weight loads, monitoring hydraulic conditions before, during and after development, and vapor intrusion mitigation.⁵
- **405 Pine Street** - This property is currently the location of Farrell Vending Services and a portion is leased by Burlington City Arts (BCA), a City department and non-profit foundation which promotes access to arts education and development. The 405 Pine property was part of a lumber storage yard serviced by a rail spur and contained a building used to store fire suppression glass grenades filled with

⁴ City of Burlington, Final Report, Railyard Enterprise Project Scoping/PEL, Burlington, VT, November 2016.

⁵ Council of Development Finance Agencies, 453 & 501 Pine Street Roadmap to Redevelopment, September 2017.

carbon tetrachloride. Assessments have identified PAH’s from coal, groundwater contamination from petroleum and chloroform.

b. Revitalization of the Target Area

i.) Reuse Strategy and Alignment with Revitalization Plans - Several significant reuse and redevelopment plans have been developed for the Target Area. These include the 2016 AWP, the 2016 REP, and the 2019 planBTV South End which is part of a phased effort to update Burlington’s plan neighborhood-by-neighborhood. The 2019 planBTV South End was built on a robust community engagement effort, resulting in a community vision to address identified needs. This is powerful when combined with the AWP which outlines a site-specific implementation plan. According to the 2016 AWP, the primary strategy for the Target Area is to “reinforce the existing arts hub that has become established here while also encouraging maker and industrial activities.” The goal of the 2016 REP for the Target Area is to “address multimodal safety, mobility and operational transportation issues and advance economic development opportunities.” And the goals for the Target Area outlined in the 2019 planBTV South End include “activate land around the Barge Canal by encouraging remediation and appropriate reuse; expand space available for industrial activity with new infill development; and improve the walking, biking, transit and driving conditions by increasing connectivity.” Not only do the reuse strategies for all of the priority brownfield sites align with the goals of these redevelopment plans, the purpose of targeting these priority sites is to implement these reuse plans.

- **Railyard Enterprise Project (REP) properties** - Currently, several streets in this area dead end into the rail yard. Per the current preferred design alternative, portions of the REP properties would be used to create new streets, sidewalks and on-road bike paths to access the railyard and connect the existing dead end streets through to Pine Street, essentially connecting the Target Area along Pine Street with the Burlington Waterfront and ferry. This reconfiguration will provide improved and interconnected access to the railway, ferry, bus stops, on-road bike paths, sidewalks and the Burlington Bike Path.
- **453 Pine Street** - This property is a vacant lot in a prime location along Pine Street for infill industrial/commercial development. The redevelopment concept for this site is for a new industrial/commercial building to build out the Pine Street maker and industrial business district.
- **405 Pine Street** - BCA is seeking to purchase this parcel and existing 32,800 sf building to expand its educational offerings at the current location which include art studios, classrooms and camps. BCA provides a wide spectrum of arts education opportunities, supports and promotes Vermont artists, advances the creation of new work, and serves as the City’s cultural planner. Their mission and location on Pine Street is key to the reuse goal of reinforcing the existing arts hub in the Target Area.

ii.) Outcomes and Benefits of Reuse Strategy - **These priority brownfield sites are all in the Opportunity Zone** and will not only stimulate economic development in the Opportunity Zone and Target Area, but also the South End, the rest of the City, and the surrounding communities which Burlington supports. The **REP properties** will create/ improve multimodal transportation infrastructure to enhance the Livability for the surrounding neighborhoods and multimodal connectivity for the businesses and residents in the South End and the Burlington Waterfront. **453 Pine Street** will create new industrial/commercial space to encourage maker and industrial activities and activate land use around the Barge Canal to further establish the Target Area as the epicenter of regional creative industry jobs. **This new construction provides an opportunity to incorporate energy efficient construction and renewable energy infrastructure into the site development.** **405 Pine Street** will reinforce the existing arts hub established in this area and encourage maker activities which are the backbone of economic development in the Target Area. These redevelopment activities will replace underutilized properties with public transportation infrastructure, private industrial development, and public arts education facilities that will benefit the residents, workers, small businesses and visitors in the entire South End of Burlington.

c. Strategy for Leveraging Resources

i.) Resources Needed for Site Reuse -

Specifically, for the **REP**, Chittenden County Regional Planning Commission (CCRPC) has committed \$360,000 for development of multi-modal transportation infrastructure, as well as funds for petroleum cleanup. The State of Vermont has committed \$5 million in soft loans for environmental remediation of **453 Pine Street** from the Clean Water State Revolving Loan Fund (CWSRF) allocation, and has funds available through the Petroleum Cleanup Fund, if needed. CEDO has about \$50,000 available for community development block grants in support of brownfields development.

Businesses actively investing in redevelopment in the Target Area, that may provide additional funding:

- HULA Co-working space (Redeveloping 150,000 sf former mfr. site and in need of parking.)
- Burlington City Arts (Negotiating purchase of 405 Pine St. for their South End Studios)
- Burlington Farmers Market (Currently located on 345 Pine St.)
- Dealer.com (Large employer located on Pine Street currently using 345 Pine St. for parking)

ii.) Use of Existing Infrastructure - All Target Area redevelopment projects are infill projects within the existing urban fabric of the Pine Street corridor. The sites will make use of existing Burlington infrastructure including water/sewer, power, fiber optic telecommunications and transportation. The **REP** and the planned Champlain Parkway will extend, improve and connect the existing infrastructure, particularly the multi-modal transportation system.

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

a. Community Need

i.) The Community’s Need for Funding - The Target Area is in an Opportunity Zone (census tract 10) and within a HUD NRSA (census tracts 10, 3, 4, 5 and 6). Burlington is a designated refugee community and is the largest resettlement jurisdiction in the state; 15% of residents in the NRSA are foreign born. Residents are generally challenged by difficult economic conditions as evidenced by the income/ poverty data below.

Demographic Indicator	Census Tract 10	NRSA*	Burlington	Vermont	National
Poverty Rate	17.9%	31.6%	24.4%	11.4%	14.6%
Median Household Income	\$36,293	\$37,445**	\$47,140	\$57,808	\$57,652
Food Stamps/SNAP	18.9%	18.9%	18.5%	12.8%	12.5%

**NRSA: Poverty rate and Food Stamps calculated as composite of estimates from census tracts 3,4,5,6,10*

***Median Household Income calculated as the average of the individual NRSA Census Tracts*

Source: ACS 2013 - 2017 5 year estimates

Over the past 5 years, Burlington’s South End has seen a loss of good paying jobs with benefits in the light manufacturing sector. These jobs often do not require a college degree and employ a large percentage of refugees and immigrants. For example, 15-30% of the employees at Rhino Foods are refugees, which is a conscious decision by the owner to diversify and facilitate innovation at the company.⁶ Lake Champlain Chocolates has 17 Vietnamese employees, many of whom came from families relocated to Burlington with the help of the Vermont Refugee Resettlement Program; however, recently they have moved much of their manufacturing and shipping operations out of Burlington.⁷ Blodgett Oven moved their manufacturing operations in early 2018, resulting in the loss of over 200 jobs in the Target Area.⁸ Most recently, Vermont Energy Investment Corporation determined it will relocate over 200 jobs to nearby Winooski.

Due to the Target Area’s location in the Lake Champlain floodplain, two events, flooding in 2011 due to Tropical Storm Irene and flooding in 2013, both declared federal disasters, damaged the Burlington Bike Path and Target Area infrastructure, as well as several key businesses, draining community resources.

⁶ <https://www.burlingtonfreepress.com/story/news/local/2015/09/17/rhino-foods-workforce-diversity-business-asset/32523609/>

⁷ <https://www.lakechamplainchocolates.com/blog/vt-refugee-resettlement>

⁸ <https://www.sevendaysvt.com/OffMessage/archives/2017/07/03/blodgett-oven-to-leave-its-prime-lakefront-property-in-burlington>

The contamination in the Target Area has been a significant impediment to development in the South End of Burlington. These brownfields grant funds would provide the seed money and expertise needed to jump-start these community-wide beneficial projects and continue the work to implement the AWP.

ii.) Threats to Sensitive Populations -

(1) Health or Welfare of Sensitive Populations - Burlington's sensitive populations include low-income residents, families with young children, women of child-bearing age, minorities, homeless, and a growing refugee population. Several welfare measures illustrate the challenges they face:

- Within the NRSA, 31.6% are below the poverty level, 18.9% of residents receive Food Stamps, while 53% of students in public elementary and middle schools receive free or reduced school lunch.
- There are several homeless encampments on the vacant properties of the Superfund Site in the Target Area which have seen a rise in violent crimes and clearance has been the subject of legal actions.
- Since 1987, Burlington has seen an influx of 6,500 refugees; because of their disadvantaged economic circumstances, refugee families tend to live in neighborhoods with old or poor quality housing near brownfields, like the Target Area – 18% of NRSA residents are non-white; 15% are foreign-born.
- Violent crime rates for Burlington are approximately twice the county rate. Vandalism, larceny, theft and drug/narcotics violations are among the most frequent crimes and are largely related to opportunity and the character of the physical environment; blight, vacant and underutilized properties like those in the Target Area contribute to both conditions.
- The existing roadway, bike lane and pedestrian system along Pine Street is dangerous to the Target Area residents and workers. Between 2005 and 2013 the number of pedestrians on Pine Street has more than doubled. Tragically, the number of crashes along Pine Street involving injuries to pedestrians or bicyclists in the period between 2011-2014 has tripled from the number in 2006-2010.⁹

This grant will address or reduce threats to Burlington's sensitive populations by increasing jobs in the Target Area, reducing the number of blighted properties which invite criminal activities, and providing a more complete and accessible public transportation system to more easily connect people between home, school and work. The roadway improvements enabled through this grant will also provide safer travel options for pedestrians, bicyclists and drivers.

(2) Greater Than Normal Incidence of Disease and Adverse Health Conditions - Because of the dense, mixed-use development pattern of the South End, sensitive populations in the Target Area, live and work near brownfield sites with potential contamination. Children, residents and workers walk by the Priority Sites daily. These are vacant and underutilized brownfield sites with soil contamination stemming from the railroad (PAHs, petroleum), Superfund Site (coal tar), and other industrial activities (asbestos, lead, PCBs, VOCs, SVOCs), all of which are known health hazards.

The following statistics demonstrate how people in this region have a high rate of adverse health conditions that may be associated with exposure to these contaminants.

- Between 2010-2014, men and women in the county suffered from higher rates of cancer than those statewide and nationally. [Female cancer incidence rates per 100,000 people/ year: Chittenden County 438, Vermont 432, National 411; Male: Chittenden County 505, Vermont 486, National 490]¹⁰
- With respect to air quality, the NRSA is in the 53rd percentile nationally, considerably lower than the state and likely due to traffic congestion, especially along Pine Street. In 2016, Chittenden County and Vermont both had a 10% rate of adults with asthma (U.S. 9%). Statewide, residents with annual incomes less than \$25k have an asthma rate of 17%, as compared to 8% for those earning \$50-75k.¹¹

⁹ City of Burlington, Final Draft planBTV South End, February 2019.

¹⁰ State Cancer Profiles, National Cancer Institute and Center for Disease Control, statecancerprofiles.cancer.gov

¹¹ Vermont Behavioral Risk Factor Surveillance System

- Approximately 9.7% of children under age six living in the NRSA and the adjacent City of Winooski have elevated blood lead levels of >5 ug/dL.¹²
- Due to a filled ravine running from downtown to the target area, and Englesby Brook, an impaired waterway, basements in the South End flood regularly due to storm water. The city’s combined storm/sewer system discharges into the lake are exacerbating contamination that is contributing to a growing crisis of water quality issues in the lake.

By alleviating traffic congestion on Pine Street, the **REP** will reduce air pollution from automobile traffic, which is a known asthma trigger. The **REP** will also provide better access to and safety of sidewalks, on-street bike paths and the Burlington Bike Path which can increase physical activity and reduce obesity. By addressing contaminants at all the Priority Projects, potential health effects to the local residents and workers from these sites and from flooding during storm events may be alleviated.

(3) Disproportionately Impacted Populations - Impacted populations in the Target Area include residents and workers. Many of the residents and workers in the Target Area are low-income families, minorities, homeless or refugees as demonstrated in Section 2.a.ii above. In addition:

- According to the ACS 2013 - 2017 5 year estimates, 75% of residents in the Target Area Opportunity Zone are renters (compared to citywide (61%) and statewide (29.5%)). Many of these renters are from low income households; 51% are cost burdened or spending more than 30% of their income on rent.
- The Chittenden County Homeless Alliance estimated 359 homeless individuals in 2018 and 309 in 2019; the number of chronically homeless individuals in the county rose from 48 in 2018 to 74 in 2019.

All priority redevelopment projects will improve the safety and health of the residents and workers in the Target Area by providing safe public transportation networks, arts education, and more jobs while addressing the past negative environmental consequences of historic industrial activities in this area.

b. Community Engagement

i.) Project Partners and ii.) Project Partner Roles - Burlington CEDO is by nature and operation, a collaborative agency with a history of forming innovative partnerships and programs involving community engagement. The local community-based organizations which work with us represent a broad spectrum of local interests. All of these organizations serve on our Brownfields Advisory Committee (BAC) which assists in site selection and contractor procurement, and all have a local board, educating and engaging communities through their work.



Partner Name	Description	Point of Contact	Specific Role in the Project
South End Arts and Business Association	Non-profit trade association to promote artists/ businesses on Pine Street	Christy Mitchell director@seaba.com 802.859.9222	<ul style="list-style-type: none"> • Member of BAC • Business support • Community outreach
Burlington Business Assoc.	Private membership organization of 260 businesses promoting economic vitality	Kelly Devine director@bbavt.org 802.863.1175	<ul style="list-style-type: none"> • Member of BAC • Business recruitment • Business advocacy
Lake Champlain Regional Chamber of Commerce	Membership organization providing economic development, workforce education/ training, advocacy and visitor services	Tom Torti tom@vermont.org 802.863.3489 x202	<ul style="list-style-type: none"> • Member of BAC • Workforce training • Business startup financing/ mentoring • Business promotion

¹² Burlington Lead Program, VT Department of Health

Chittenden County Regional Planning Commission	Regional planning commission serving 19 municipalities with planning and technical services	Dan Albrecht dalbrecht@ccrpcvt.org 802.846.4490 x29	<ul style="list-style-type: none"> • Member of BAC • Planning services • Brownfield tech. support • REP Phase 2
Champlain College	Non-profit private college with South End presence and technical programs	Sandy Yusen syusen@champlain.edu 802.865.5727	<ul style="list-style-type: none"> • Member of BAC • Meeting space • Job training
Greater Burlington Industrial Corporation	Non-profit economic development corporation	Frank Cioffi frank@vermont.org 802.862.5726 x12	<ul style="list-style-type: none"> • Member of BAC • Financing • Redevelopment asst. • Workforce development

In addition to these organizations that serve on our BAC, Burlington CEDO has long-standing relationships with several local property brokers and developers working in the South End (Nedde Real Estate is selling **453 Pine Street**; Redstone a commercial and residential developer) and the Vermont Rail System which operate the rail yard and several other properties in the **REP**. The Committee on Temporary Shelter (COTS) provides emergency shelter, services and support for people who are homeless, such as the communities inhabiting the vacant lots of the Superfund Site. The Neighborhood Planning Assemblies (NPAs) are unique grassroots, neighborhood organizations established in each of Burlington's 8 Wards to encourage resident participation in City government. Coordination meetings will be held at Ward 5 NPA with translation services by local partners AALV Inc. and U.S. Committee for Refugees and Immigrants.

iii.) Incorporating Community Input - Burlington CEDO and our Project Partners will utilize a combination of online and traditional communications, social media, and neighborhood planning assemblies to reach and engage the community and stakeholders:

- **Neighborhood planning assemblies:** This includes a kickoff meeting for the new grant; Project-Specific Meetings for each project (held in the Target Area). As public bodies these meetings are advertised and open to the public, and will be coordinated with and attended by our Project Partners. During these meetings, we will solicit and respond to community input, and we will discuss project progress. COTS will facilitate communications with our homeless community; AALV will provide translation services and facilitate communications with our refugee/ non-English speaking community.
- **Traditional communications:** Paper mailings will be sent to residents and businesses yearly. This will include the initial Brownfields Fact Sheet. Press releases will be published in the local newspapers Seven Days and Burlington Free Press.
- **On-line communications and social media:** Grant and project-specific information and responses to public comment will be disseminated through the CEDO’s Brownfields webpage, Twitter, Front Porch Forum, and Facebook. Public feedback will be solicited through social media.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

a. Description of Tasks/Activities and Outputs

A majority of the proposed budget will be spent on Site Reuse and Cleanup Planning. Ian Jakus, Brownfields Project Director, will be responsible for implementing and completing activities under this funding. Our BAC will assist in site identification/selection and contractor procurement.

Task 1 – Cooperative Agreement Oversight
<p>i. Project Implementation and (ii. Anticipated Project Schedule):</p> <ul style="list-style-type: none"> • Procure QEPs in accordance with federal procurement requirements (first six months) • EPA reporting (quarterly); update ACRES database (quarterly)

<ul style="list-style-type: none"> • Train staff at national and regional brownfields conferences/workshops (as scheduled) • Budgeting and accounting
<p><u>iii. Task/Activity Lead:</u> Burlington CEDO</p>
<p><u>iv. Outputs:</u> Contracts with QEPs to conduct assessments and remediation planning, 12 quarterly reports, updated ACRES database, staff training</p>
<p>Task 2 – Community Outreach and Engagement</p>
<p><u>i. Project Implementation and (ii. Anticipated Project Schedule):</u></p> <ul style="list-style-type: none"> • Prepare and distribute a Brownfields Fact Sheet and outreach packet (onset of the grant) • Conduct one Kickoff Meeting for the grant (onset of the grant) • Conduct 12 quarterly meetings with the BAC (quarterly) • Conduct 3 public meetings in the Target Area (as appropriate based on project work schedules) • Update the Brownfields Program webpage weekly (highlighting current events) • Enlist support for site assessment and gain permission for site access (as needed) • Publish press releases to local newspapers (regularly) • Share educational materials through social media (as needed)
<p><u>iii. Task/Activity Lead:</u> Burlington CEDO</p>
<p><u>iv. Outputs:</u> 12 meetings with the BAC, current webpage, 6-8 meetings with potential stakeholders, 3 public meetings, site access agreements, and press releases</p>
<p>Task 3 – Phase I and II Site Assessment Activities</p>
<p><u>i. Project Implementation and (ii. Anticipated Project Schedule):</u></p> <ul style="list-style-type: none"> • QEPs selected through the Burlington CEDO procurement process will conduct Phase I and II ESAs, including Quality Assurance Project Plans (throughout the 3 year period) • Burlington CEDO will perform project management (manage scope, schedule and budget), review all work products, coordinate field activities with property owners, and coordinate reviews with regulatory agencies (throughout the 3 year period)
<p><u>iii. Task/Activity Lead:</u> Burlington CEDO</p>
<p><u>iv. Outputs:</u> 5 Phase I ESAs or updates (REP properties, 453 Pine Street prior to sale, others) and 3 Phase II ESAs and 3 Supplemental Phase II ESAs (REP properties and others)</p>
<p>Task 4 – Cleanup and Reuse Planning</p>
<p><u>i. Project Implementation and (ii. Anticipated Project Schedule):</u></p> <ul style="list-style-type: none"> • QEPs selected through the Burlington CEDO procurement process will conduct reuse and remediation planning in cooperation with stakeholders (throughout the 3 year period) • Burlington CEDO will perform project management (manage scope, schedule and budget), review all work products, and coordinate with stakeholders (throughout the 3 year period) • Burlington CEDO will assist property owners in identifying additional redevelopment resources, market remediated sites, and prepare funding applications (throughout the 3 year period)
<p><u>iii. Task/Activity Lead:</u> Burlington CEDO</p>
<p><u>iv. Outputs:</u> 6 ABCA/CAPs (REP properties, 453 Pine Street, others); 1 Geotechnical analyses for construction in Superfund Site institutional control zone (405 Pine Street); 2 Site Reuse Assessment/Roadmap to Redevelopment (405 Pine Street and 345 Pine);</p>

b. Cost Estimates

Our plan for allocating grant funds for these four tasks is shown in the table below. Rates for personnel are Project Director @ \$28.45/hr. and Program Coordinator @ \$36.52/hr. and Accounting and Compliance @ \$39.63/hr. with fringe rates, respectively of \$14.23/hr. and \$18.26/hr. and \$19.82/hr.

Budget Categories	Project Tasks				Total
	Task 1 Cooperative Agreement Oversight	Task 2 Community Outreach and Engagement	Task 3 Phase I & Phase II ESAs	Task 4 Cleanup and Reuse Planning	
Personnel	\$11,682	\$5,444	\$10,565	\$8,289	\$35,980
Fringe	\$5,842	\$2,723	\$5,284	\$4,146	\$17,995
Travel	\$2,500	\$100	\$100	\$100	\$2,800
Supplies	\$0	\$0	\$0	\$0	\$0
Contractual	\$0	\$725	\$137,500	\$105,000	\$243,225
Total Direct Costs	\$20,024	\$8,992	\$153,449	\$117,535	\$300,000
Indirect Costs	\$0	\$0	\$0	\$0	\$0
Total Budget	\$20,024	\$8,992	\$153,449	\$117,535	\$300,000

Task 1 - Cooperative Agreement Oversight: CEDO Personnel (370 hours) \$17,524 = Project Director (250 hrs) + Program Coordinator (60 hrs) (30 hrs Administrative) + Accounting & Compliance (60 hrs) (30 hrs. Administrative) Travel (\$2,500) = airfare/lodging/per diem for one person to National Brownfields Conference and one person to Regional Brownfields Workshop.

Task 2 - Community Outreach and Engagement: CEDO Personnel (180 Hours) \$8,167 = Project Director (140 hrs) + Program Coordinator (40 hrs) Travel \$100 = public meetings Contractual (\$725) = translation services.

Task 3 - Phase I and II Site Assessment Activities: CEDO Personnel (360 hours) \$15,849 = Project Director (320 hrs) + Program Coordinator 40 hrs Travel (\$100) = local travel Contractual (\$137,500) = QEP perform 5 Phase I ESAs x \$3,500/ea + 3 Phase II ESAs x \$25,000/ea + 3 Supplemental Phase II ESAs x \$15,000/ea.

Task 4 - Cleanup and Reuse Planning: CEDO Personnel (280 hours) \$12,435 = Project Director (240 hrs.) + Program Coordinator (40 hrs) Travel (\$100) = local travel Contractual (105,000) = QEP perform 6 ABCA/CAPs x \$5,000/ea + 1 Geotechnical Analysis x \$25,000/ea + 1 Site Reuse Assessment x \$25,000/ea. + 1 Roadmap to Redevelopment x \$25,000/ea.

c. Measuring Environmental Results

Burlington CEDO plans to track, measure and evaluate our progress by producing quarterly reports and updating the ACRES database on all project activities. Based on our previous experience executing EPA Brownfields grants and our identified Target Area and Priority Projects, we anticipate completing 5 Phase I ESAs, 3 Phase II and 3 Phase II Supplemental ESAs, 6 ABCA/CAPs, 1 geotechnical analysis for support pilings, and 2 Site Reuse Assessments/ Roadmaps to Redevelopment, bringing up to 7 sites to productive reuse within the three-year period. Project progress will be documented in the work plans and final reports for each project; project schedule will be outlined in the work plans.

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

a. Programmatic Capability

i.) Organizational Structure and ii.) Description of Key Staff - CEDO is a City department with 16 full time staff and a budget of \$5M. CEDO independently manages multiple federal grants to ensure compliance with procurement requirements, and budgeting. CEDO has a 23 year history of successfully assessing brownfields and putting them into reuse. We have been an EPA “Showcase Community” finalist twice.

Todd Rawlings, Acting Asst. Director, Community, Housing, and Opportunity Programs; Brownfields Program Coordinator - Todd has worked for CEDO since 2002, and administers the city’s CDBG Entitlement Grant program that includes Brownfields grants, the CEDO Lead Program, federal HOME housing funding, and the City’s Housing Trust Fund. These projects require a commitment to a robust public process and he has a well-developed network with community organizations, state and federal agencies, local property owners, non-profit organizations and private development professionals.

Ian Jakus, Projects & Policy Specialist, Brownfields Project Director - Ian has administered the City’s brownfields program utilizing CDBG funding, and carried out the previous master RFP for QEP’s at the City of Burlington operating since 2016. He currently serves on the Brownfields advisory committee for CCRPC’s EPA Brownfields grant. He has overseen contracting and construction of public private real estate development projects, CDBG housing rehab projects, and planning consultants.

Darlene Kehoe, Accounting & Compliance Manager - Darlene joined CEDO in 2009 and has been responsible for fiscal management of CEDO’s federal grants (including previous EPA grants). She has a BS in accounting and 35 years of experience. She also manages CEDO’s administration budget and loan portfolio.

iii.) Acquiring Additional Resources - Burlington CEDO has long maintained a master contract procured through a federally compliant competitive procurement process for QEPs. The current master contract was completed in 2017. We have developed templates to use for the RFQs, scoring form, and subcontracts. Contractor Statements of Qualifications are evaluated based on responsiveness to the RFQ, past performance, references, and other criteria.

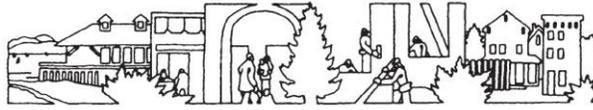
b. Past Performance and Accomplishments

i.) Currently Has or Previously Received an EPA Brownfields Grant -

(1) Accomplishments – The City last received an EPA Brownfields Grant in 2013 when we were awarded the AWP grant. The City received two recent EPA Community-wide assessment grants in 2005 and 2009 that were fully expended, and closed out with accomplishments reported in the ACRES database.

Grant #	Grant Type	Amount	Year	Funding Type	Status
BF97134901	Assessment	\$200,000	2005	Hazardous	Closed
BF96113601	Assessment	\$200,000	2009	Hazardous	Closed
Community-wide Assessment Grant Achievements FY05 & FY09					Measures
Sites funded through EPA Brownfields Assessment Grants					25 sites
Sites redeveloped					18 sites
Estimated assessment funds leveraged					\$3.3 million
Estimated redevelopment funds leveraged					\$18.6 million
Estimated cleanup funds leveraged					\$196,436
Total acres ready for reuse					23.06 acres

(2) Compliance with Grant Requirements – Burlington CEDO has managed all the previous grants and has been in full compliance with all requirements. EPA approved all minor schedule changes, new sites, and reallocation of budget line items. Burlington CEDO met all requirements for submitting timely quarterly progress reports, deliverables and ACRES reports. For all previous EPA Brownfields grants, the funds were fully expended. We currently do not have any open EPA Brownfields grants.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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FY2020 EPA Community-Wide Brownfields Assessment Grant Application

Threshold Criteria Response

1. Applicant Eligibility

The City of Burlington is a General Purpose Unit of Local Government and eligible for funding in accordance with Guidelines Section IIIA.

2. Community Involvement

The City of Burlington is committed to robust and meaningful community involvement in all aspects of its Brownfields Redevelopment programs. The City has notified the community of its intent to apply for an EPA Brownfields Assessment Grant and provided an opportunity to submit comments.

Burlington has a proud history of participatory governance. A myriad of engagement tools and activities were used to engage the target area community during the creation of the South End PlanBTV and Target Area AWP, during a two-year period. This process included research, more than 100 public events, and thousands of comments from residents, workers, businesses, and nonprofits. The process included surveys, speaker series, public meetings, public-input tools, social media and direct engagement, just to name a few.¹

All of these large-scale planning and development efforts were conducted with full engagement of the City's community partners. CEDOs public engagement specialist ensured that these efforts involved a wide a range of Burlington stakeholders. Public meetings also included interpreters, food, and childcare, as requested. Moving forward, the Burlington Brownfields Program will continue to engage the community through the following measures:

Local media channels: Community progress to the community through regular appearances by City staff and partners on local television. Outreach to the families and staff at the neighborhood school, Champlain Elementary, including information in the school newsletter.

Neighborhood Planning Assemblies: Neighborhood Planning Assemblies (NPAs) are grassroots, neighborhood organizations in Burlington's eight Wards to encourage resident participation in City government. NPAs serve as democratic forums where neighbors can learn about public issues that affect them and provide the City feedback. NPAs are committed to participation and leadership that represents the diverse, multigenerational character of our community.

Social media: CEDO and City websites provided the public with assessment information. Other tools include the Front Porch Forum and the CEDO newsletter to reach a broader audience. Together, these reach over one-third of the Burlington population.

¹ PlanBTV South End Study

Next steps of Burlington's community involvement plan would include the following:

Output	Number	Residents Reached
Community NPA Meetings	2-7	360
On-line Neighborhood Announcements (Front Porch Forum)	10	20,000
Newsletter Updates ' CEDO Connection '	12	12,000
Monthly Updates to Webpage and Social Media	36	90,000
Public Television Program	3	8,000

3. Expenditure of Assessment Grant Funds

The City of Burlington does not have an active EPA Brownfields Assessment Grant.

EPA KEY CONTACTS FORM

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:
Complete Address:
Street1:
Street2:
City: State:
Zip / Postal Code: Country:
Phone Number: **Fax Number:**
E-mail Address:

Payee: *Individual authorized to accept payments.*

Name: Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:
Complete Address:
Street1:
Street2:
City: State:
Zip / Postal Code: Country:
Phone Number: **Fax Number:**
E-mail Address:

Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name: Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:
Complete Address:
Street1:
Street2:
City: State:
Zip / Postal Code: Country:
Phone Number: **Fax Number:**
E-mail Address:

EPA KEY CONTACTS FORM

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name: Prefix: **First Name:** **Middle Name:**
Last Name: **Suffix:**
Title:

Complete Address:

Street1:
Street2:
City: **State:**
Zip / Postal Code: **Country:**
Phone Number: **Fax Number:**
E-mail Address:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Brownfields Cleanup Grants - Hazardous Substances	66.818	\$ <input type="text"/>	\$ <input type="text"/>	\$ 300,000.00	\$ 0.00	\$ 300,000.00
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Totals		\$ <input type="text"/>	\$ <input type="text"/>	\$ 300,000.00	\$ 0.00	\$ 300,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Brownfields Cleanup Grants - Hazardous Substances				
a. Personnel	\$ 35,980.00	\$	\$	\$	\$ 35,980.00
b. Fringe Benefits	17,995.00				17,995.00
c. Travel	2,800.00				2,800.00
d. Equipment	0.00				0.00
e. Supplies	0.00				0.00
f. Contractual	243,225.00				243,225.00
g. Construction	0.00				0.00
h. Other	0.00				0.00
i. Total Direct Charges (sum of 6a-6h)	300,000.00				\$ 300,000.00
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 300,000.00	\$	\$	\$	\$ 300,000.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Brownfields Cleanup Grants - Hazardous Substances	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 50,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 30,000.00
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$ 50,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 30,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	Brownfields Cleanup Grants - Hazardous Substances	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: \$300000.00	22. Indirect Charges: \$0
23. Remarks:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Ian J Jakus</p>	<p>TITLE</p> <p>Projects & Policy Specialist Housing</p>
<p>APPLICANT ORGANIZATION</p> <p>Burlington, City of</p>	<p>DATE SUBMITTED</p> <p>12/03/2019</p>

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EXHIBIT B:

**CITY OF BURLINGTON
DRAFT CONSULTANT CONTRACT**

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and [REDACTED] (“Consultant”), a Vermont corporation located at [REDACTED].

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Consultant, and **“Parties”** means the City and Consultant.
- D. **“Project”** means the [REDACTED].
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

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

3. EFFECTIVE DATE, TERM, AND TERMINATION

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

expense incurred before the Effective Date or after the expiration or termination of this Contract.

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

4. SCOPE OF WORK

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

5. PAYMENT FOR SERVICES

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

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

B. Payment Schedule. The City shall pay the Consultant in the manner and at such times as set forth in the Contract Documents [or as follows: [redacted]]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

C. Maximum Limiting Amount. The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$[redacted]. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

D. Invoice. Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

[Name, address, phone, email]

The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Consultant and are not intended nor shall they be used to construe the intent of this

Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated [REDACTED]

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

Attachment C: Burlington Standard Contract Conditions for Consultants

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Consultant's Certificate of Insurance

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

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

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

Consultant
[Name of Consultant]

By: _____

Date: _____

City of Burlington
[Department]

By: _____
[Name]
[Title]

Date: _____

Attachment A:
Request for Proposals dated [REDACTED]

DRAFT

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

DRAFT

**Attachment C:
Burlington Standard Contract Conditions For Consultants**

DRAFT

EXHIBIT C:

ATTACHMENT C: BURLINGTON STANDARD CONTRACT CONDITIONS FOR CONSULTANTS

1. DEFINITIONS:

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

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

3. INSURANCE: Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker’s compensation) shall name the City as an additional insured for the possible liabilities resulting from the Consultant’s actions or omissions. The liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

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

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

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

Consultant, sub-consultants, agents or workers, it is the Consultant's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors'/Consultants' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

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

B. Workers' Compensation: With respect to all operations performed, the Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

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

C. Professional Liability Insurance:

1. General: The Consultant shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$3,000,000 - Annual Aggregate
 - (b) \$2,000,000 - Per Occurrence
2. Deductibles: The Consultant is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

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

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

F. Umbrella Liability:

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

4. **CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.
5. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
6. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

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

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

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

7. **PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.
10. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.

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

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

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

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

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

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

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

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

15. APPEARANCES:

A. Hearings and Conferences: The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings,

and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. PUBLIC HEALTH EMERGENCY:

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

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

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

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Consultant's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. Review and Acceptance of Plan:
 - i. Consultant must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

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

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

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

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

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

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

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

- 25. RETURN OF MATERIALS:** Consultant agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 30. RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the

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

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

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

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

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

B. Termination for Cause:

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

or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

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

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

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

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

35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance

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

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

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

38. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

43. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

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

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

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

46. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

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

48. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

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

50. ENTIRE CONTRACT & AGREEMENT: This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

51. APPENDICES: The City may attach to these conditions appendices containing various forms

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

52. NO THIRD PARTY BENEFICIARIES: This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

53. WAIVER: A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.