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**REQUEST FOR PROPOSALS**  
**Arc Flash Hazard Analysis for Water and Wastewater Plants**

Date of Issuance:	November 28, 2018
Issued by:	City of Burlington, Department of Public Works, Water Resources
Due Date for Proposals:	December 14, 2018, 2:00 PM
Optional site visits:	Call Point of Contact to make an appointment
Questions due:	December 7, 2018 by 4:00 PM
Issuing Point of Contact:	Steve Roy, Senior Water Resources Engineer 53 Lavalley Lane, Burlington, VT 05401 (802) 343-0125 (c) sroy@burlingtonvt.gov

**PROJECT BACKGROUND**

The City of Burlington, Vermont (“City”) is seeking qualified firms to submit proposals to perform an arc flash analysis that supplements our existing electrical safety program, provides additional safety measures for our employees, and provides compliance with OSHA mandates at our Water Plant (234 Penny Lane), Water Reservoir Pump Station (525 Main Street) and three (3) Wastewater Plants (Main - 53 Lavalley Lane, North - 3082 North Avenue, East – 267 Riverside Avenue).

**DRAFT SCOPE OF WORK**

The goal of the project is to improve safety within the City system and comply with OSHA mandates. The City seeks the following services and analysis which should be identified in the Scope of Work contained in each proposal:

1. Site surveys and data collection at each facility.
2. Determination of system operating modes and conditions that can impact short circuit currents and arc flash hazard energy levels.
3. Short circuit and equipment duty study to verify that equipment is rated to safely handle short circuit currents without creating hazardous conditions.
4. Protective device coordination study and review to help ensure proper electrical system reliability and to determine if arc flash hazard energy levels can be reduced.

5. Use of Arc Flash Analysis software to determine incident energy levels, arc flash protection boundaries and required Personal Protective Equipment (PPE). These calculations shall comply with the latest edition of NFPA-70E and IEEE-1584.
6. Installation of Arc Flash labeling for all electrical panels and MCCs that include incident energy levels, arc flash protection boundaries and required Personal Protective Equipment (PPE).
7. Submission of revised electrical one-line drawings annotated with incident energy levels, arc flash protection boundaries and required Personal Protective Equipment (PPE).
8. Submission of a final report describing data collected, software used, assumptions made, and results. This report shall also clearly state the study is specifically done for the safety of all individuals, but specifically for qualified individuals that must enter live electrical panels.

#### **ADDITIONAL CITY SUPPLIED DOCUMENTS**

The following City supplied documents are provided in Appendix A at the very end of this RFP.

1. One-line diagrams of the Water Plant and Reservoir Pump Station.
2. Water Plant MCC pictures.
3. One-line diagrams of all three (3) Wastewater Plants.

#### **DEADLINE FOR RECEIPT OF BIDS**

All replies and quotes in response to this Request For Proposals (“RFP”) must be received in a sealed envelope clearly marked “Water Resources Arc Flash Assessment” to the address and point of contact by the above due date and time, at which time all submitted materials will be publicly opened and recorded. Late proposals will not be accepted under any circumstances. **Electronic proposals are preferred as long as they are received by the point of contact by the required deadline.** It is the responsibility of the firm submitting replies and proposals to ensure that the point of contact has received a completed proposal by the required deadline.

#### **ANSWERS TO QUESTIONS AND REVISIONS TO REQUEST FOR PROPOSAL**

Questions concerning this RFP must be made via email. Responses to all submitted questions will be posted at: <http://www.burlingtonvt.gov/RFP>. Any revisions, addendums and answers to questions received at least a week before the due date will be sent to Contractors who directly received this Invitation. In addition, revisions will be posted on the City’s RFP web page <http://burlingtonvt.gov/RFP/>. It is advised that Contractors sign up for the GovDelivery notification so that they will be notified of any changes to the RFP page.

#### **SITE VISITS**

Site visits are completely optional and should be coordinated with Point of Contact listed above.

#### **PARTNERSHIPS**

Consultants may partner with other firms, local or otherwise, in order to provide the best possible proposal for ensuring quality and efficient completion of the project tasks.

#### **REQUIRED PROPOSAL FORMAT**

Consultants are encouraged to be concise. All proposals must, at a minimum, include:

1. Scope of Work: A scope of work for the project detailing the consultant’s proposed approach to the work tasks described in the RFP, and any recommended adjustments to the scope or individual tasks.
2. Identification of Key Staff and sub-consultants: A brief description of the roles of staff and sub-consultants in the project and a brief description of their work on related projects. Include a list of

clients that have had related work done. This work should be done under the supervision of a Vermont licensed Professional Electrical Engineer.

3. Proposed Schedule: A schedule containing tasks and time frame for each task. Please separate water and wastewater schedules since we plan on starting water as soon as possible but may possibly start wastewater at a later date since funds may need to be shifted depending on costs.
4. Cost Proposal: A proposal containing a level of effort table and budget, broken out separately between water and wastewater.

Responses should be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities to satisfy the requirements of this RFP.

### **PROPOSAL EVALUATION**

Proposals will be reviewed and evaluated by City staff based on the information provided in the proposal. Additional information may be requested prior to final selection. It is anticipated that a decision will be made within 30 days of the due date.

### **CONTRACT REQUIREMENTS**

The selected Contractor must be willing to enter into an agreement with the City similar to the draft contract provided with this RFP. In addition to the draft contract, Contractors are advised to review all the attached sections of this document in advance of submitting a proposal, including the Standard Contract Conditions, the Livable Wage Ordinance, the Union Deterrence Ordinance, and the Outsourcing Ordinance. The City reserves the right to alter or amend any or all of these provisions in the project contract, its attachments, or this RFP.

### **COSTS ASSOCIATED WITH PROPOSAL**

Any costs incurred by any person in preparing or submitting a proposal are the sole responsibility of that person. The City will not reimburse any person for any costs incurred as a result of the preparation of proposals in response to this RFP.

### **COMPLIANCE WITH LAW**

All proposals and work completed under a proposal must be performed in accordance with applicable rules, regulations, codes, and ordinances of local, state, and federal authorities. All such proposals and work completed must also be performed in accordance with the requirements of public utility corporations having jurisdiction over the work performed.

### **INDEMNIFICATION**

The Contractor will act in an independent capacity and not as an officer or employee of the City. The Contractor will be required to agree to indemnify, defend, and hold harmless the City and its officers and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the chosen Contractor's acts and/or omissions in the performance of the contract.

### **LIMITATIONS OF LIABILITY**

The City assumes no responsibility and liability for costs incurred by parties responding to this RFP or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

### **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 in the City's best interests, including selecting which projects it can afford to do at this point in time or in consideration of the proposed Contractor's schedule. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

### **OWNERSHIP OF DOCUMENTS**

Proposals, plans, specifications, and other documents prepared and submitted under this RFP shall become the property of the City. Proposals, plans, specifications, basis of designs, electronic data, designs and reports prepared under any agreement between the selected Contractor or Contractor and the city shall become the property of the City. Records shall be furnished to the City by the Contractor upon request at any time, however the Contractor or Contractor may retain copies of the original documents.

### **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 considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, must be identified, as shall all other records considered to be exempt under the Act. 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.

**DRAFT**  
**CITY OF BURLINGTON**  
**Consultant Contract for Professional Engineering Services**  
Arc Flash Hazard Analysis for Water and Wastewater Plants

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington (“City”), acting through its Department of Public Works, and [ ] (“Consultant”), a [ ] corporation located in [ ]. Consultant and the City agree to the terms and conditions of this Contract.

**1. RECITALS**

- A. Authority.** Authority to enter into this Contract exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- 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 purpose of this Contract is to employ the Consultant to provide technical assistance and engineering services for the City to supplement the City’s existing safety program, to provide additional safety measures for employees, and to meet compliance requirements with OSHA mandates for the City Water Plant, Water Reservoir Pump Station, and three Wastewater Plants in Burlington, Vermont.

**2. EFFECTIVE DATE AND TERM**

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

**3. DEFINITIONS**

- A. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page of this Contract.
- B. “Party”** means the City or Consultant and “Parties” means the City and Consultant.

**4. SCOPE OF WORK**

Consultant is being employed to complete an Arc Flash hazard analysis of electrical power systems at Burlington’s Water and Wastewater facilities. Consultant shall provide all services necessary to ensure the successful completion of this project as set forth in the Request for Proposals (Attachment A) and the Consultant’s Technical and Cost Proposal (Attachment B).

If it becomes necessary for the Consultant to procure sub-consultant services, the selection of a sub-consultant will be subject to approval by the City. All solicitations made by the Consultant for sub-consultant services shall include a reference to applicable local, state, and federal law pertaining to non-discrimination in hiring and employment (Federal Equal Employment Opportunity—Executive Order 11246 and the FHWA Title VI Non-Discrimination Program), Vermont Agency of Transportation’s Disadvantaged Business Enterprises Policy (CA-110), and the City’s Livable Wage Ordinance.

**5. PAYMENT FOR SERVICES**

- A. Contract Fee.** The City shall pay the Consultant payment at the rates specified under the Consultant’s Technical and Cost Proposal (Attachment B). Consultant agrees to accept this payment as full

compensation for performance of all services and expenses (including those of sub-consultants, if any) under this Contract.

- B. 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 \$[ ]. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.
- C. Invoice.** Consultant shall submit one copy of each invoice and backup documentation for expenses to Water Resources Engineer Steve Roy via mail or e-mail to the following:

Steve Roy, Water Resources Engineer  
53 Lavalley Lane, Burlington, VT 05401  
802.343.0125 (c)  
sroy@burlingtonvt.gov

Consultant shall not be entitled to payment under this Contract without providing an invoice and sufficient backup documentation for expenses as set forth in this §5.C.

## 6. ATTACHMENTS

The following attachments are adopted, incorporated by reference, and made part of this Contract:

- A. Attachment A:** Request for Proposals, including Addendum #1, dated [ ], 2018.
- B. Attachment B:** Consultant's Technical and Cost Proposal, dated [ ], 2018.
- C. Attachment C:** City of Burlington Standard Specifications for Consultant Services
- D. Attachment D:** Consultant's Certificate of Insurance
- E. Attachment E:** Livable Wage Ordinance Form
- F. Attachment F:** Union Deterrence Ordinance Form
- G. Attachment G:** Outsourcing Ordinance Form

## 7. ORDER OF PRECEDENT

In the event of a conflict or inconsistency between the Contract and any attachments, then the Contract shall take precedent. In addition, the provisions of the Request for Proposals, (Attachment A), Standard Contract Conditions (Attachment C), and the Burlington City Ordinances (Attachment E-G) shall prevail over any inconsistent or contradictory provisions set forth in the Contractor's Technical and Cost Proposal (Attachment B).

— Signatures follow on next page —

**8. SIGNATURE PAGE**

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.

**The parties hereto have executed this Contract**

**CONSULTANT**  
[      ]

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City of Burlington**  
**Department of Public Works**

**By:** \_\_\_\_\_

Chapin Spencer  
Director of Department of Public Works

**Date:** \_\_\_\_\_

## ATTACHMENT C

### BURLINGTON STANDARD CONTRACT CONDITIONS

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

AGC	Associated General Consultants of America
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
CADD	Computer Aided Drafting and Design
CES	Consultant Engineering Services
CFR	Code of Federal Regulations
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FSS	Federal Specifications and Standards
IBC	International Building Code
IPC	International Plumbing Code
NEC	National Electrical Code
SIR	Self Insured Retention
USC	United States Code
USEPA	United States Environmental Protection Agency
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated
WEF	Water Environment Association

**INDEMNIFICATION:** The Consultant shall act in an independent capacity and not as officers or employees of the City. The Consultant shall indemnify, defend, and hold harmless the City and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Consultant's acts and/or omissions in the performance of "non-professional services" under this Contract. As used herein, "non-professional services" means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project.

The Consultant shall indemnify, defend, and hold harmless the City and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Consultant's acts and/or omissions in the performance of "professional services" under this Contract, except that the Consultant shall not be obligated to defend the City against claims or suits arising from the Party's provision of engineering design services or architectural design services. This indemnification obligation shall apply equally to monetary damages to third parties, together with reasonable costs, expenses and reasonable attorney's fees incurred and paid by the City in defending claims by third parties (collectively "Damages") but only in the event and to the extent such Damages are incurred and paid by the City as the proximate cause of negligent acts, errors or omissions ("Professional Negligence") by the Consultant, its employees, agents, consultants and sub-consultants, or anyone for whom Consultant is legally liable, in providing the professional services required under this Agreement. As used herein, "Professional Negligence" or "negligent acts, errors or omissions" means a failure by the Consultant to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances. The Consultant warrants that—to the best of its knowledge, information, and belief—its professional services are in conformity with the standard of care applicable to such professional services.

If the City, its officers, agents or employees are notified of any claims asserted against it or them to which this indemnification provision may apply, the City or its officers, agents and employees 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.

After a final judgment or settlement, the Consultant may request recoupment of specific defense costs and may file suit in Vermont Superior Court, Chittenden Unit, Civil Division, requesting recoupment. The Consultant shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Consultant.

2. **RELATIONSHIP:** The Parties agree that the Consultant is an independent consultant. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The City shall provide the Consultant with no specific instructions or training in how to provide the required services, except to the extent required by law or regulation. The Consultant shall provide its own tools, materials or equipment. The Parties agree that neither the Consultant nor its Principal is an employee of the City or any of its departments, agencies, or related entities. The Parties also agree that neither the Consultant nor its Principal is entitled to any employee benefits from the City. Consultant understands and agrees that it and its Principal 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.

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](http://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. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Certified copies of any insurance policies may be required. Each policy shall name the City as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. It is agreed that the liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

The Consultant is responsible to verify and confirm in writing to the City that:

- (i) All sub-consultants, agents or workers meet the minimum coverage and limits plus maintain current certificates of coverage for all sub-consultants, agents or workers. 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.
- (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 insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

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

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.	Fire Damage (Any one fire)	\$ 250,000
6.	Legal/Liability	\$ 50,000
7.	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 policy limit; \$100,000 each employee

**C. PROFESSIONAL LIABILITY INSURANCE:**

1. General. The Consultant shall carry architects/engineers 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 contractor 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. GENERAL COMPLIANCE WITH LAWS:** The Consultant shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the 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.

**5. 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 race, age, color, religion, sex, sexual orientation, gender identify, national origin, physical disability or veteran status.

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

**6. CHILD SUPPORT PAYMENTS:** By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Consultant is a sole proprietorship, the Consultant’s statement applies only to the proprietor. If the Consultant is a

partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

7. **TAX REQUIREMENTS:** By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract
8. **REGISTRATION:** The Consultant agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.
9. **PERSONNEL REQUIREMENTS AND CONDITIONS:** A Consultant shall employ only qualified personnel, for responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

1. Personnel on the payroll of the City 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 an agreement 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, in the opinion of the City in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Contract.

10. **TRANSFERS, SUBLETTING, ETC:** A 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 agreement shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

The services of the Consultant, to be performed under the Contract, are personal and shall not be transferred without written authorization of the City. Any authorized sub agreements shall contain all of the same provisions for and attached to the original Contract with the City.

11. **CONTINUING OBLIGATIONS:** The Consultant agrees that if because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the

Consultant nor its surviving members shall be relieved of their obligations to complete the Contract. However, the City may terminate the Contract if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Contract.

- 12. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the 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 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 Contract 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.
- 13. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed 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 practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Contract.
- 14. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act 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.
- 15. RECORDS RETENTION:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, EDM, accounting records, and other evidence related to the City, at any time during this Contract and for a period of at least three (3) years after its termination. The Consultant further agrees that the City shall have access to all the above information for the purpose of reviewing and audit during the 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. Consultant, sub-consultants, or any representatives performing work related to the Contract, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.
- 16. APPEARANCES:**

  - A. Hearings and Conferences.** The Consultant shall provide professional services required by the City and necessary for furtherance of any work covered under the Contract. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the 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 for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

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

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

**19. EXTENSION OF TIME:** The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the 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.

**20. SETTLEMENTS OF MISUNDERSTANDINGS:** In order to prevent 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 this governing body in such cases shall be binding upon both Parties.

In agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the Consultant. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

Consultant may appeal any determination regarding the Contract by filing a notice of appeal by hand delivery or courier to the Local Project Manager. The notice of appeal shall specifically state the grounds of the protest. Within seven (7) calendar days of the notice of appeal the Consultant must file with the City a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the appeal. Evidentiary statements, if any, shall be submitted under penalty of perjury. The Consultant shall have the burden of proving its appeal by the preponderance of the evidence. Failure to file a notice of appeal or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to appeal the evaluation or qualified process and decisions thereunder.

**21. FAILURE TO COMPLY WITH TIME SCHEDULE:** It is mutually understood and agreed to, that neither Party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to

prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract.

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

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

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

**24. RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and his/her or 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.

**25. INDEPENDENCE:** The Consultant shall act in an independent capacity and not as officers or employees of the City.

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

**27. PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with

propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the 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.

**28. INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract.

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

**29. RETURN OF MATERIALS:** Consultant agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

**30. PLANS RECORDS AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant's use all available data related to the 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.

**31. 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 necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Contract:

1. VTRANS'S latest edition of the Standard Specifications for Construction, Bridge Design Manual, Manual on Survey, and Right-of-Way Manual; all applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals; the Highway Capacity Manual - Special Report 209; the MUTCD and Vermont Supplement requirements; the Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals; the ANSI/AASHTO/AWS D-1.5, Bridge Welding code; and other applicable transportation standards and specifications.
2. Latest edition of standards and specifications from AWWA, USEPA, WEF and Vermont Environmental Protection Rules.
3. Latest City adopted standards for IBC, IPC and NEC.
4. Other City and State of Vermont directives and guidelines current at the time of the Contract and as may be issued by the City during the progress of the design.

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

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

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

A frequency for formal reviews shall be set forth in the 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.

**33. BINDING NATURE AND JURISDICTION:** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This Contract shall be governed by Vermont law, and the Consultant expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

**34. PAYMENT PROCEDURES:** The City shall pay, or cause to be paid to the Consultant or the Consultant's legal representative, payments in accordance with the Contract. 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 an agreement, shall be conclusive evidence of the performance of said agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

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

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

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

**36. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, upon written notice, and without invalidating the 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, by one or more of the following:

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

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

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

**ATTACHMENT E**

**Certification of Compliance with the City of Burlington's Livable Wage Ordinance**  
**(TO BE SUBMITTED WITH BID)**

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

1. As a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;
2. A notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;
3. We will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;
4. We will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and
5. We will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Contractor

Subscribed and sworn to before me: \_\_\_\_\_  
Notary

**A copy of the Ordinance follows this Certification.**

**ATTACHMENT E – CONTINUED**

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

ARTICLE VI. LIVABLE WAGES

**21-80 Findings and purpose.**

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

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

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

**21-81 Definitions.**

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

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.
- (c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.
- (d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:
  - (1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;
  - (2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

- (e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.
- (f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.
- (g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)
- (h) *Livable wage* has the meaning set forth in Section 21-82.
- (i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.
- (j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

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

**21-82 Livable wages required. (FY 19 update)**

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- (a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:
  - (1) For a covered employer that provides employer assisted health care, the livable wage shall be at least thirteen dollars and ninety-five cents (**\$14.52**) per hour on the effective date of the amendments to this article.
  - (2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least fifteen dollars and eighty-three cents (**\$16.20**) per hour on the effective date of the amendments to this article.
  - (3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

- (b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.
- (c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

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

### **21-83 Applicability.**

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- (a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.
- (b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

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

### **21-84 Enforcement.**

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- (a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.
- (b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

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

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

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

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

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

- (d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.
- (e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.
- (f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.
- (g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

- (h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.
- (i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:
  - (1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;
  - (2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;
  - (3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;
  - (4) Reinstatement in employment and/or injunctive relief; and
  - (5) Reasonable attorneys' fees and costs.
- (j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

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

**21-85 Other provisions.**

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- (a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section 21-84.
- (b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.
- (c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.
- (d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

- (e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.
- (f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

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

**21-86 Exemptions.**

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

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

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

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

**21-87 Severability.**

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

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

**21-88 Annual reporting.**

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

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

(Ord. of 10-21-13)

**21-89 Effective date.**

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

(Ord. of 10-21-13)

**ATTACHMENT F**

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

**(TO BE SUBMITTED WITH BID)**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Contractor

Subscribed and sworn to before me: \_\_\_\_\_  
Notary

**A copy of the Ordinance follows this Certification.**

**ATTACHMENT F – CONTINUED**

**BURLINGTON’S UNION DETERRENCE ORDINANCE**

**ARTICLE VIII. UNION DETERRENCE**

**21-100 Policy.**

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

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

**21-101 Definitions.**

- (a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.
- (b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.
- (c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:
  - 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
  - 2) Have supervisors force workers to meet individually with them to discuss the union;
  - 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
  - 4) Discipline or fire workers for union activity;
  - 5) Train managers on how to dissuade employees from supporting the union.
- (d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

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

**21-102 Implementation.**

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
  - 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
  - 2) Advertises union deterrence services as specialty services;
  - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

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

**21-103 Enforcement.**

---

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
  
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

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

**21-104—21-110 Reserved.**

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**ATTACHMENT G**

**Certification of Compliance with the City of Burlington's Outsourcing Ordinance**  
**(TO BE SUBMITTED WITH BID)**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Contractor

Subscribed and sworn to before me: \_\_\_\_\_  
Notary

**A copy of the Ordinance follows this Certification.**

**ATTACHMENT G – CONTINUED**

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

**BURLINGTON’S OUTSOURCING ORDINANCE**

**ARTICLE VII. OUTSOURCING**

**21-90 Policy.**

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

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

**21-91 Definitions.**

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

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

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

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

**21-92 Implementation.**

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

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

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

**21-93 Exemption.**

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

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

**21-94 Enforcement.**

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

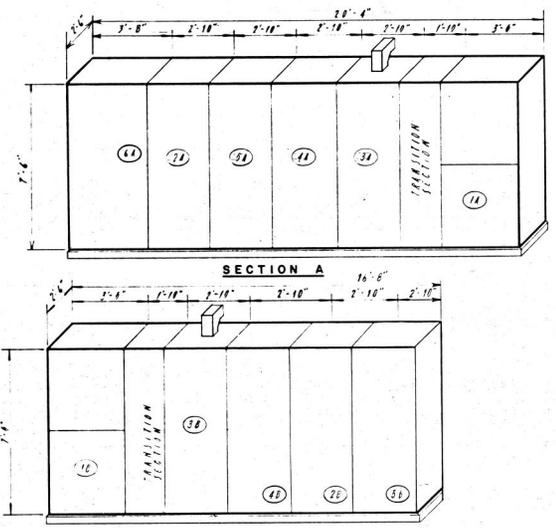
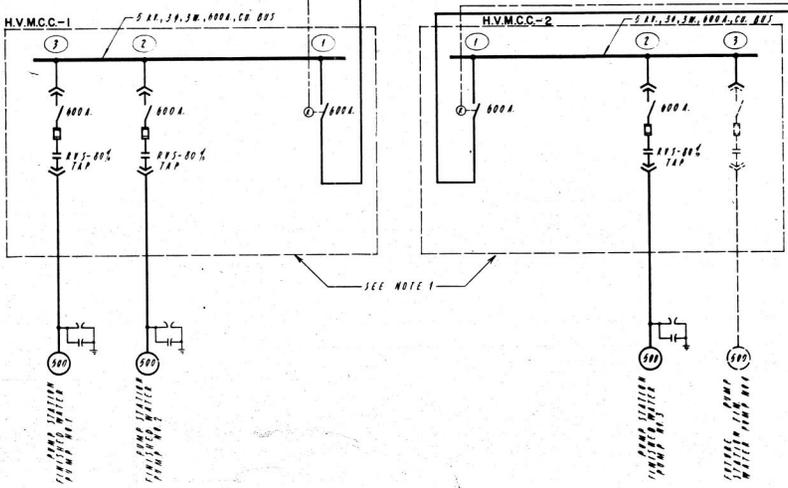
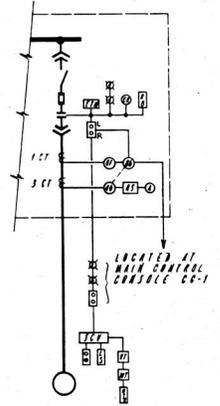
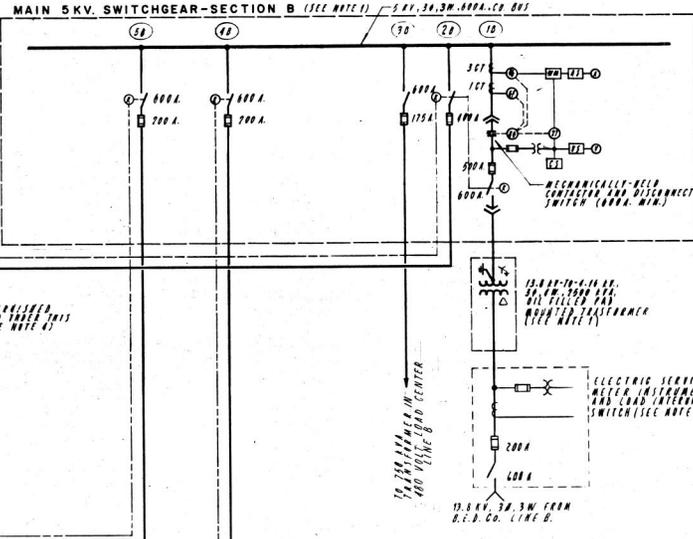
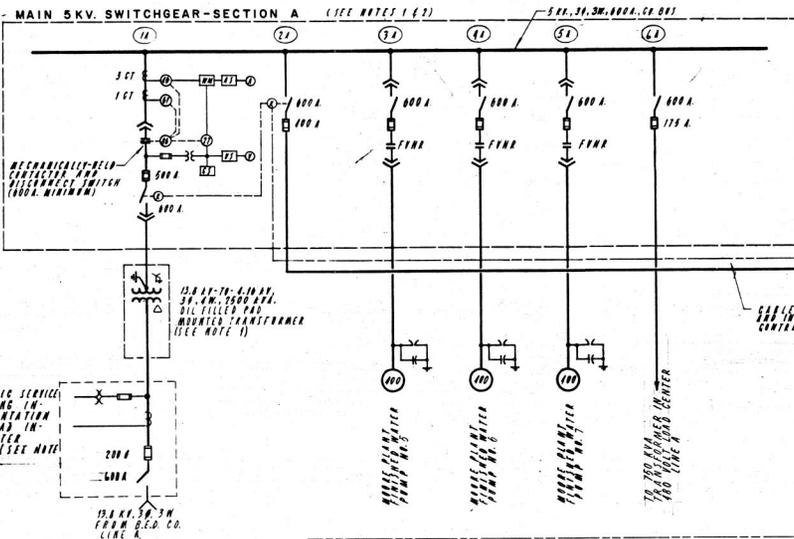
(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article.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

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

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

**21-95—21-99 Reserved.**

# APPENDIX A



- SWITCHGEAR SECTIONS AND HVMCC-1 & 2 ELECTRICAL SERVICE METERING INSTRUMENTS 15 KV ISOLATION SWITCH UNITS AND 480 VOLT TRANSFORMERS WILL BE FURNISHED BY THE OWNER FOR INSTALLATION UNDER THIS CONTRACT. REFER TO SPECIFICATIONS.
- MAIN SWITCHGEAR SECTION 'A' WILL BE TEMPORARILY INSTALLED IN TEMPORARY BUILDING LOCATED ADJACENT TO EXISTING WORK PLANS. AFTER NEW WATER TREATMENT PLANT IS IN SERVICE, MAIN SWITCHGEAR SECTION 'A' SHALL BE RELOCATED TO THE NEW ELECTRICAL ROOM AND 15KV ISOLATION SWITCH UNITS IN THIS DRAWING AND ON PLANS.
- THE EXISTING 400V, 30-400VA TRANSFORMER SHALL BE REMOVED UNDER THIS CONTRACT. THE PERMANENT INSTALLATION IN THE NEW ELECTRICAL ROOM, PROVIDE NEW 750A, 500KVA CLASS UNIT FOR FEED TO THE 400V TRANSFORMER.
- 400 AMPERE 4 WIRE CABLES BETWEEN SECTION 'A' & 'B' WILL BE FURNISHED BY THE OWNER FOR INSTALLATION UNDER THIS CONTRACT. REFER TO SPECIFICATIONS.

**MAIN DISTRIBUTION DIAGRAM**  
NOT TO SCALE  
FOR HVMCC FRONT ELEVATIONS REFER TO DRAWING NO. 2.

**MAIN 5 KV SWITCHGEAR ELEVATIONS**  
NOT TO SCALE

**RECORD PLAN** E-4

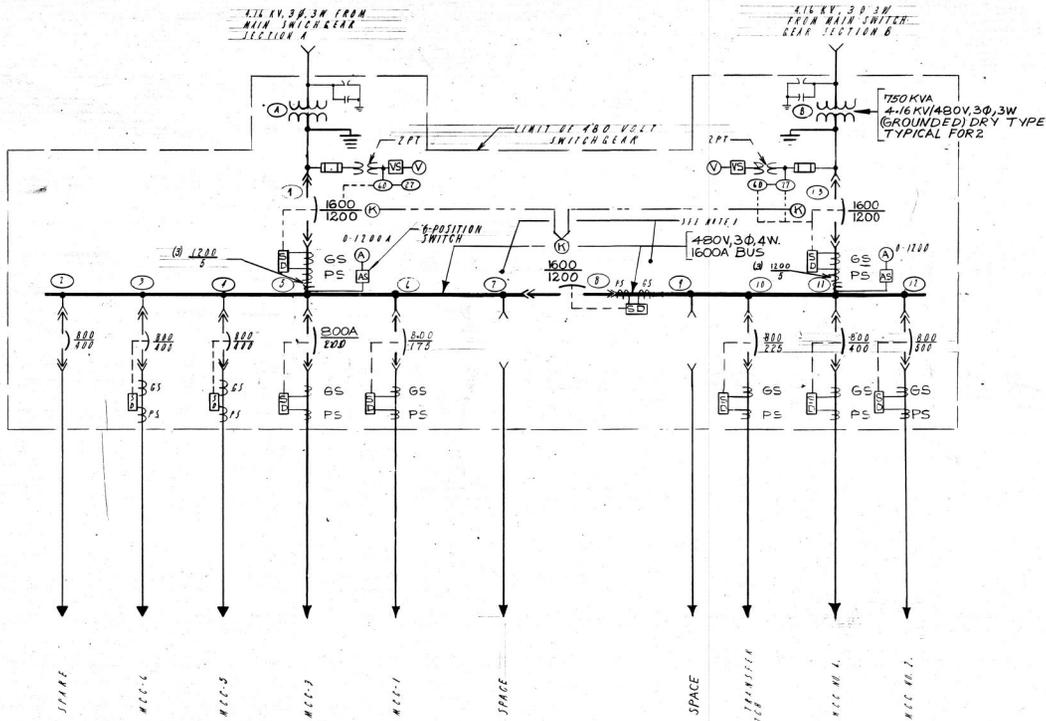
WATER TREATMENT PLANT RENOVATIONS  
MAIN DISTRIBUTION DIAGRAM & DETAILS  
CITY OF BURLINGTON, VERMONT

NO.	DESCRIPTION	DATE



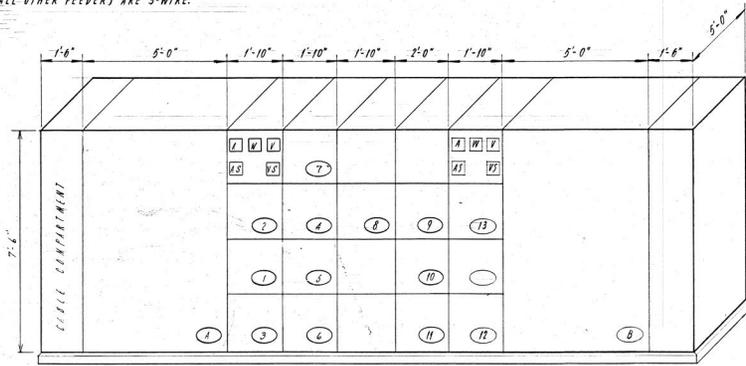
**WHITMAN & HOWARD INC.**  
ENGINEERS AND ARCHITECTS  
45 WILLIAM ST. WELLESLEY, MASS.

DESIGNED BY: R.P.P. SCALE: AS NOTED DATE: MAY 1981  
DRAWN BY: E.C.C. APPROVED: [Signature] JOB NO.: BO-056  
CHECKED BY: R.P.P. SHEET 94 OF 114 SHEETS



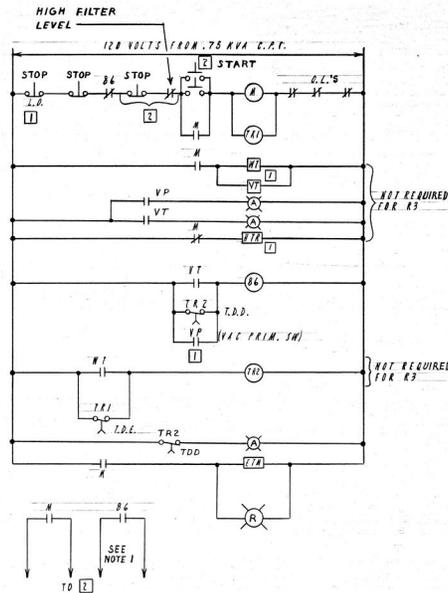
**NOTES:**  
 1. NEUTRAL BUS SHALL BE 800 AMPERES.  
 2. FEEDERS TO MCC-1 AND MCC-2 ARE 4-WIRE. ALL OTHER FEEDERS ARE 3-WIRE.

**480 VOLT DISTRIBUTION SINGLE LINE DIAGRAM**



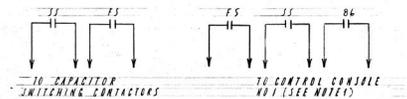
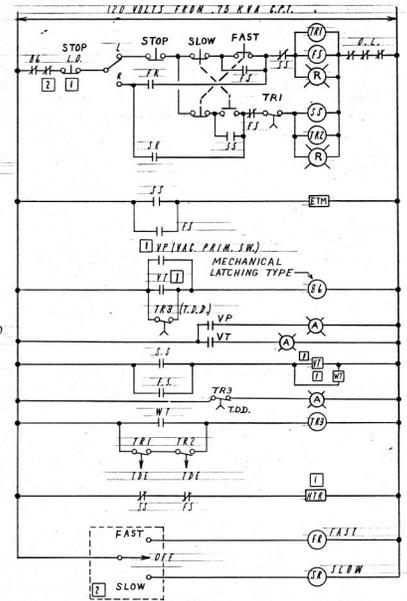
**480 VOLT SWITCHGEAR**  
N.T.S.

**NOTE:**  
 BURLINGTON ELECTRIC DEPARTMENT METER INSTRUMENTS TO BE FURNISHED + INSTALLED UNDER THIS CONTRACT.



**RAW WATER PUMP NO. R4**  
(RAW WATER PUMP NO. R3 IS SIMILAR)

- 1 LOCATED AT MOTOR OR EQUIPMENT.
- 2 LOCATED AT MAIN CONTROL CONSOLE CC-1.



**RAW WATER PUMPS NO. R1 & R2**

- NOTE**
- 1. WIRE 86 CONTACT FOR PUMPS R1, R2 + R3 IN PARALLEL.
  - 2. T.D.D. DENOTES TIME DELAY WHEN ENERGIZED. T.D.D. DENOTES TIME DELAY WHEN DE-ENERGIZED.
  - 3. CONTROL DEVICES LOCATED IN MOTOR CONTROL CENTERS IF NOT OTHERWISE LABELED.
  - 4. ALARM LIGHTS FOR WINDING TEMPERATURE, VIBRATION DETECTION AND VACUUM PRIMING SHALL BE MOUNTED ON THE MCC AND SHALL BE FURNISHED WITH NAMEPLATES.

**RECORD PLAN** E-5

**WATER TREATMENT PLANT RENOVATIONS**  
 480 VOLT SINGLE LINE DIAGRAM  
 CITY OF BURLINGTON, VERMONT

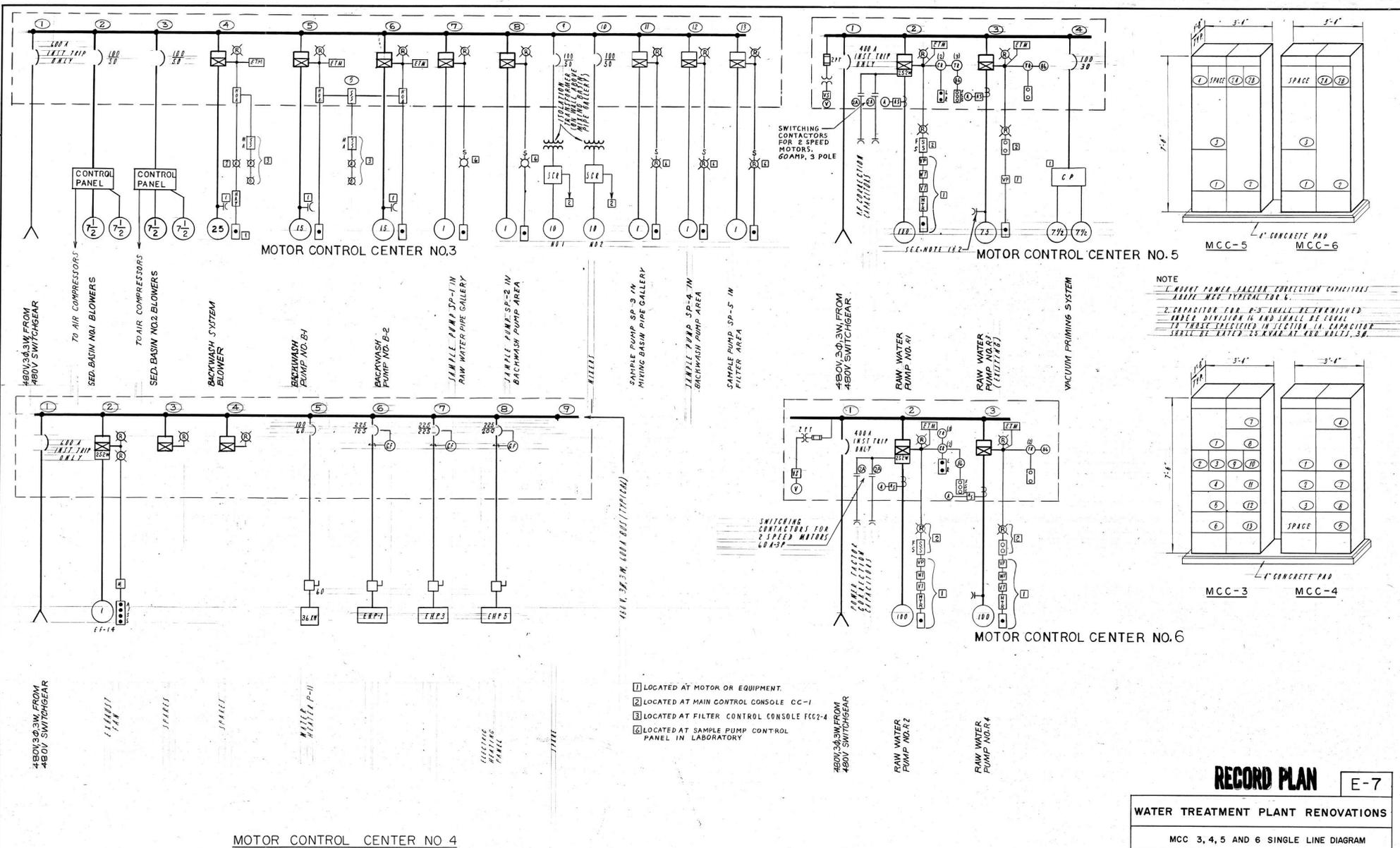
NO.	DESCRIPTION	DATE



**WHITMAN & HOWARD INC.**  
 ENGINEERS AND ARCHITECTS  
 45 WILLIAM ST. WELLESLEY, MASS.

DESIGNED BY: R.P.P. SCALE: AS NOTED DATE: MAY, 1981  
 DRAWN BY: E.C.C. APPROVED: [Signature] JOB NO.: 80-050 SHEET 95 OF 114 SHEETS  
 CHECKED BY: R.P.P.





NOTE  
1. MUST POWER FACTOR CORRECTION CAPACITORS SHALL BE INSTALLED FOR 6.  
2. CAPACITOR BANK P-3 SHALL BE INSTALLED IN THESE SPECIFIED IN SECTION 14. CAPACITOR SHALL BE RATED 25 KVAC AT 480 VOLTS, 3Ø.

**RECORD PLAN**    E-7

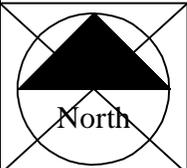
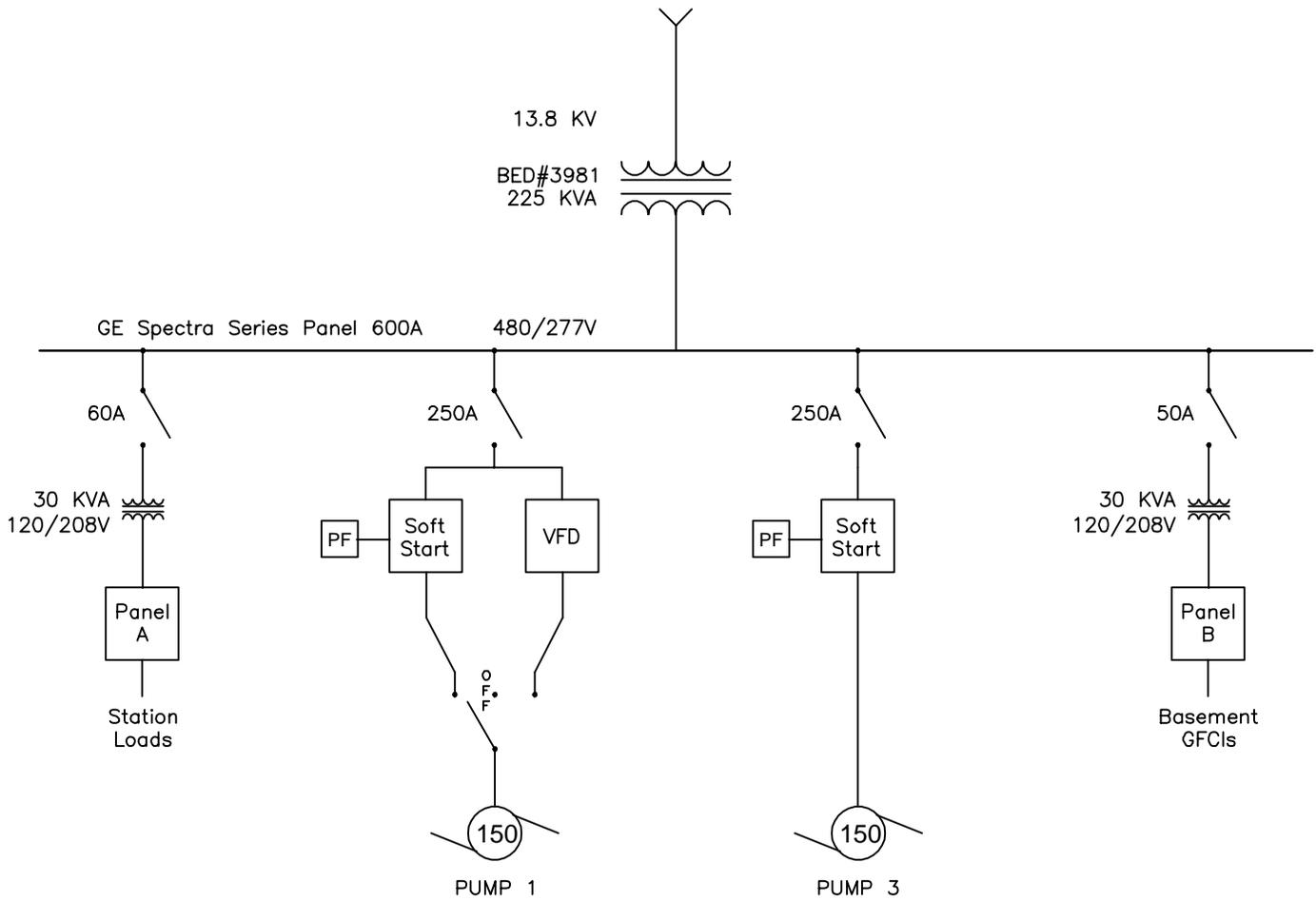
**WATER TREATMENT PLANT RENOVATIONS**  
MCC 3, 4, 5 AND 6 SINGLE LINE DIAGRAM  
**CITY OF BURLINGTON, VERMONT**

NO.	DESCRIPTION	DATE



**WHITMAN & HOWARD INC.**  
ENGINEERS AND ARCHITECTS  
45 WILLIAM ST. WELLESLEY, MASS.

DESIGNED BY: R.P.P.    SCALE: NONE    DATE: MAY, 1981  
DRAWN BY: H.S.K.    APPROVED: [Signature]    CHECKED BY: R.P.P.  
JOB NO. 80-056    SHEET 97 OF 114 SHEETS



Reservoir Pump Station  
One-Line Diagram



**BURLINGTON  
PUBLIC WORKS  
Water Resources**

53 Lavalley Lane  
BURLINGTON, VT 05401  
(802) 863-4501

DESIGNED UNKNOWN	RFS NO. XXXX
DRAWN S.ROY	SCALE NONE
CHECKED XXX	DRAWING NO.
DATE 11/27/2018	SHEET 1 OF 1

BURLINGTON VT WATER PLANT ELECTRICAL PICTURES



Contactors for BED Feeder F4 and 4160/480V transformers plus buckets for standby 350HP finished water pumps from ABW filter



Contactors for BED Feeder F1 and 4160/480V transformers



PLANT MCC 1: includes redundant 4160/480V dry transformers, buckets for 480V panels, 350HP pump, transfer switch from 100 KW genset and tie breaker to feed buckets from either or both transformers.



PLANT MCC 2: Panel and smaller motor feeds.

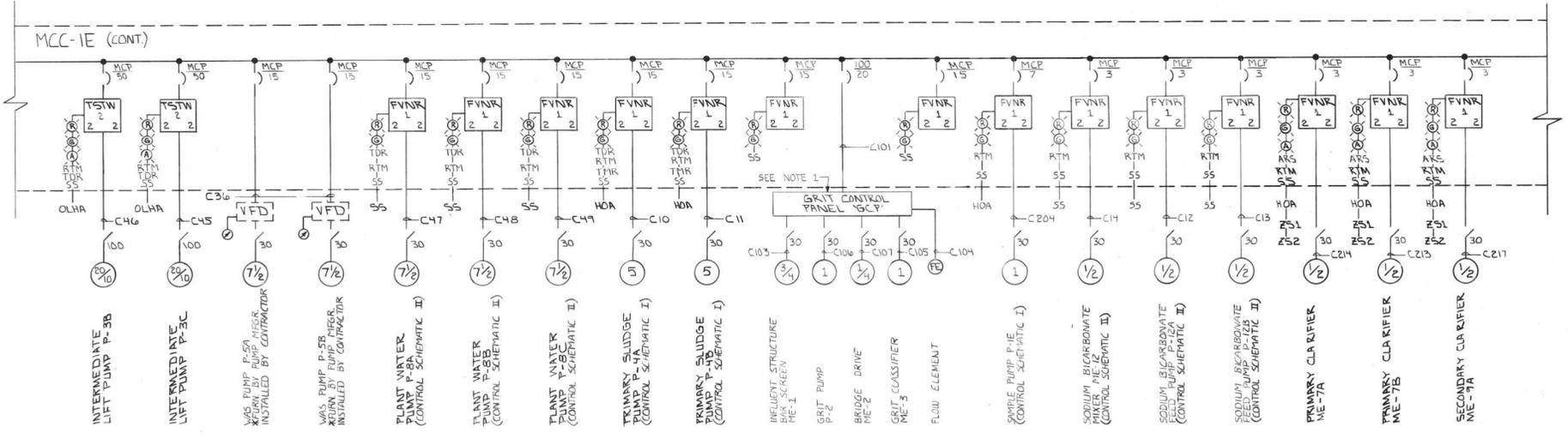


PLANT MCC 3: Located in pipe gallery. Panel and smaller motor feeds.

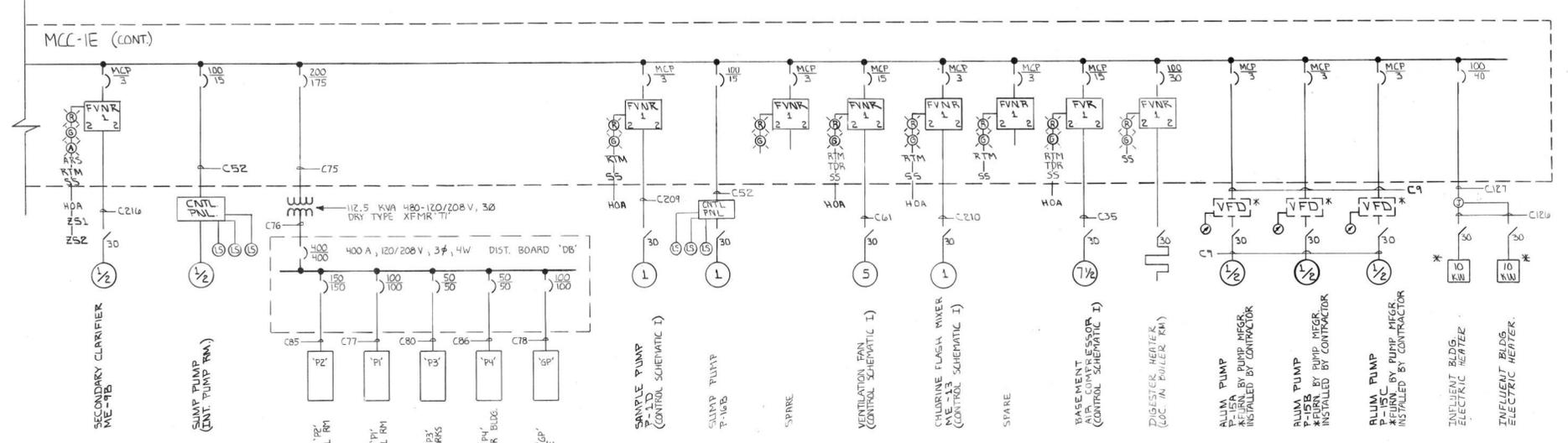


PUMP BLDG MCC: Motor feeds for Two 500 HP pumps and One (new) VFD-driven 400 HP pump





NOTES:  
 1. STARTERS, OCT. BANKS, OVERLOADS, ETC. ALONG WITH ALL CONTROLS PROVIDED WITH CONTROL PAN.



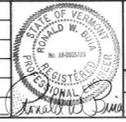
\* FURNISHED BY MECHANICAL

1	7/2/90	ISSUED FOR CONSTRUCTION	
B	9/1/90	ISSUED FOR APPROVAL	
A	10/18/90	ISSUED FOR APPROVAL & REVIEW	
NO.	DATE	APPR.	REVISION

CITY OF BURLINGTON  
 WASTEWATER TREATMENT FACILITIES  
 NORTH PLANT UPGRADE  
 BURLINGTON VERMONT



CHECKED	R.W.B.	4-24-90	CLIENT APPROVALS	DATE
DES. ENG.	K.D.B.	4-24-90		
PROJ. ENG.				
PROJ. MGR.				
APPROVED	R.W.B.	4-24-90		
ISSUED FOR				



BRAN		M.G.G.	DATE	4-24-90	DWG. NO.	409	REV. NO.	1
CHECKED		NONE	W.O. NO.	3302-02-02	DATE		SHT. _____ OF _____	

BURLINGTON ELECTRIC DEPT.  
POLE MTD. FUSED  
CUT OUTS AND  
LIGHTNING ARRESTER  
FURN. & INSTALLED  
BY BURL. ELEC. DEPT.

TRANSCLOSURE  
FURNISHED &  
INSTALLED  
BY B.E.D.

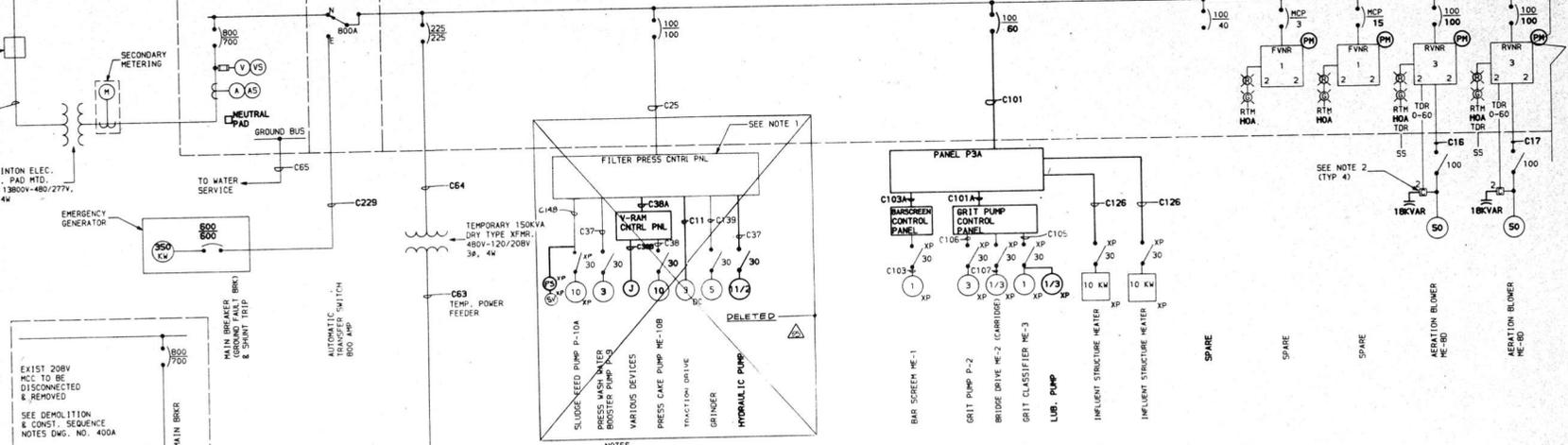
EXIST. PRIMARY  
CONDUIT & CABLE  
EXTENDED BY  
BURLINGTON ELEC.  
DEPT.

BURLINGTON ELEC.  
DEPT. PAD MTD.  
XFMR 13800V-480/277V,  
3Ø, 4W

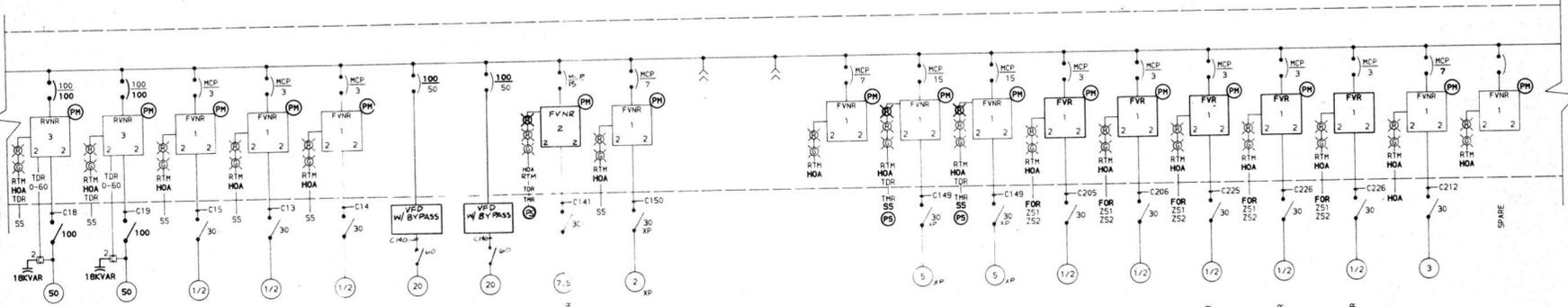
EMERGENCY  
GENERATOR

EXIST. 208V  
MCC TO BE  
DISCONNECTED  
& REMOVED  
SEE DEMOLITION  
& CONST. SEQUENCE  
NOTES DWG. NO. 400A

MCC 480V, 3Ø, 4W, 800AMP 42,000 AIC



- NOTES:
1. STARTERS, CKT BKRS, OVERLOADS, ETC ALONG WITH ALL CONDS. PROVIDED WITH CONTROL PANEL.
  2. THE CONTACTOR FOR THE POWER FACTOR CORRECTION CAPACITOR SHALL BE CONTROLLED BY A TIME DELAY RELAY (0-50 SEC. ADJ.) TO PREVENT CAPACITOR FROM ENTERING CKT. BEFORE MOTOR IS RUNNING AT FULL SPEED.



- NOTES:
1. LIGHT LINE/LEGENDS DENOTES EQUIPMENT AS PER ORIGINAL DRAWINGS
  2. HEAVY LINE/LEGENDS DENOTES REVISED EQUIPMENT

PARTIAL LEGEND

FOR FORWARD-OFF-REVERSE  
HOA HAND-OFF-AUTO  
HOAR HAND-OFF-AUTO-REMOTE  
BOHA BYPASS-OFF-AUTO  
PM POWER MONITOR  
PS PRESSURE SWITCH  
SV SOLENOID VALVE  
XP EXPLOSIONPROOF

REV. NO.	DATE	DESCRIPTION	MADE BY	CHECKED BY	APP'D BY
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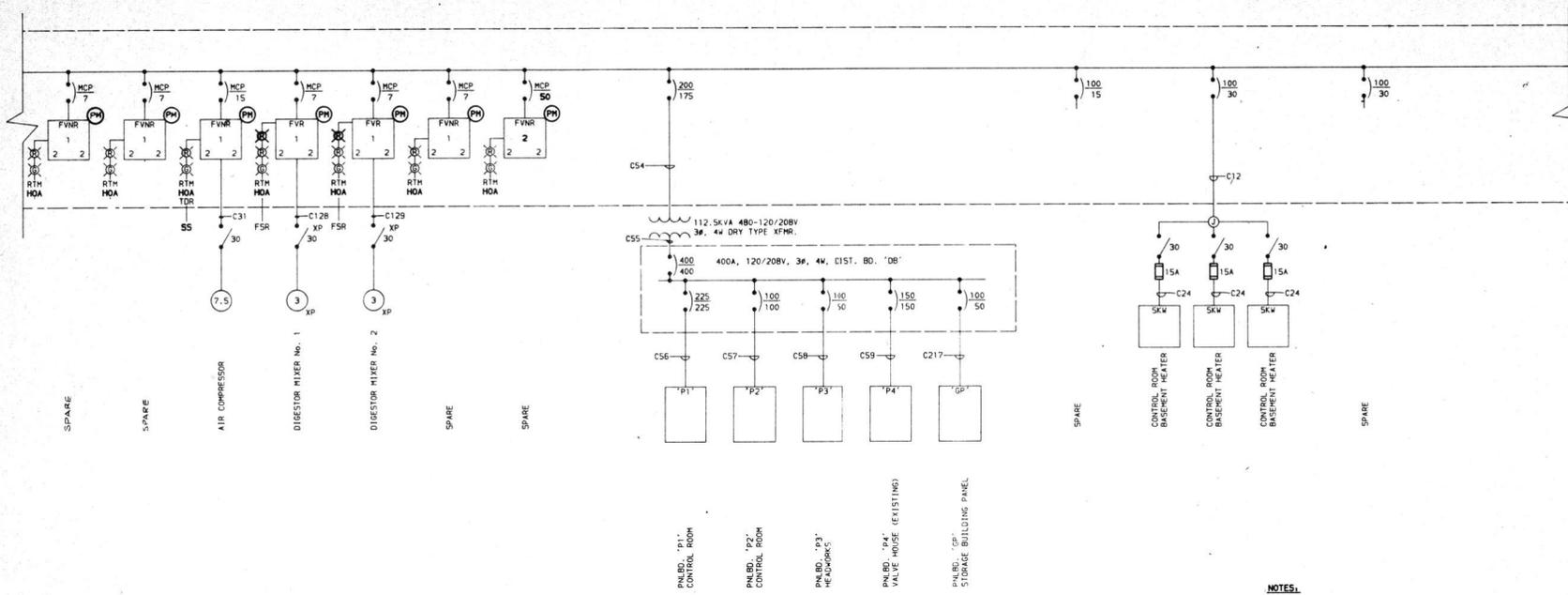
CITY OF BURLINGTON  
WASTEWATER TREATMENT FACILITIES  
EAST PLANT UPGRADE

BURLINGTON, VERMONT

REVISED DRAWING  
ONE LINE DIAGRAM



SURVEYED	DESIGNED S.M.R.	DRAWN W.J.H.	TRACED	CHECKED	C.B.T.
W. FOSBERG - MARTIN, INC.		CONSULTING ENGINEERS		SOUTH BURLINGTON, VERMONT	
DATE	JUNE, 1991		PROJECT NO.	DRAWING NO. 402R	



PNL BD. 'P1' CONTROL ROOM  
 PNL BD. 'P2' CONTROL ROOM  
 PNL BD. 'P3' RE-CLARIFIER  
 PNL BD. 'P4' VALVE HOUSE (EXISTING)  
 PNL BD. 'GP' STORAGE BUILDING PANEL

**NOTES:**  
 1. ——— LIGHT LINE/LEGENDS DENOTES EQUIPMENT AS PER ORIGINAL DRAWINGS  
 2. ——— HEAVY LINE/LEGENDS DENOTES REVISED EQUIPMENT

**NOTE:**  
 1. REFER TO ONE-LINE DIAGRAM FOR MOTOR CONTROL CENTER ELEVATION MODIFICATIONS.

REV. NO.	DATE	DESCRIPTION	MADE BY	CHECKED BY	APPROVED BY
<b>CITY OF BURLINGTON            WASTEWATER TREATMENT FACILITIES            EAST PLANT UPGRADE</b>					
BURLINGTON, VERMONT					
<b>REVISED DRAWING            ONE LINE DIAGRAM</b>					
SURVEYED	DESIGNED S.M.R.	SCALE AS SHOWN			
DRAWN W.J.L.K.	<b>WEBSTER - MARTIN, INC.</b> CONSULTING ENGINEERS SOUTH BURLINGTON, VERMONT		PROJECT NO.		
TRACED	CHECKED	SUBMITTED	DATE	DRAWING NO.	
C.A.T.			JUNE, 1991	403R	

