



McNeil Station Boiler Grates, Seals, and Expansion Joints Replacement

RFP# 006-27

8/6/26

Paul Charbonneau
Director of Purchasing & Facilities
Burlington Electric Department
585 Pine St
Burlington VT 05401
Ph: 802-809-1107
Email: pcharbonneau@burlingtonelectric.com

RFP# 006-27: McNeil Station Boiler Grates, Seals, and Expansion Joints Replacement

I. Request for Proposal

The City of Burlington Electric Department invites proposals for completing a limited overhaul of the bottom section of the boiler at McNeil Generating Station. The project includes grate replacement, front/side/rear seal replacement, expansion joint replacement on 2 sides, and refractory repair as needed. Mechanical parts will be provided by BED; refractory supplies will be provided by the vendor.

II. Project Locations

McNeil Generating Station
111 Intervale Road
Burlington, VT 05401

III. Detailed Requirements

A. Scopes of Work

Scope 1 (Mechanical)

Note: BED will provide materials for Scope 1

- 1) Traveling grate system - replace 3,248 old grates with new grates provided by BED.
- 2) Grate seals - inspect side seals, rear seals, center seals, front seals. Repair/replace as needed. The side seals (East and West) include a shielding piece that is 14-gauge mild steel measuring 10 inches tall by 22 feet long. These pieces must be fabricated on site by splicing together multiple pieces of 10-inch by 10-foot 14-gauge sheet steel.
- 3) Bottom expansion joints - remove side expansion joints (East, West) and replace with new expansion joints provided by BED.
- 4) Upon completion of work, the worksite shall be cleaned to as-found condition with all debris/scrap/refuse delivered to proper dumpsters. Any unused materials provided by BED will be removed by BED. Any leftover materials provided by the vendor shall be taken away by the vendor.

Scope 2 (Refractory and insulation)

Note: The Vendor shall provide materials for Scope 2

- 1) The refractory work will be done after mechanical work. Refractory in the following locations must be repaired: boiler doors, auger chutes, east and west lower headers, rear upper top seal, other areas in the lower boiler section as needed.
- 2) Some insulation is installed on the fire side of the expansion joint and must be replaced during a phase of the mechanical work when accessible.
- 3) Upon completion of work, the worksite shall be cleaned to as-found condition with all debris/scrap/refuse delivered to proper dumpsters. Any unused materials provided by BED will be removed by BED. Any leftover materials provided by the vendor shall be taken away by the vendor.

RFP# 006-27: McNeil Station Boiler Grates, Seals, and Expansion Joints Replacement

B. Provided Documentation

Mechanical drawings of the travelling grate system, seals, and expansion joints are provided with the RFP document.

C. Site Walkthrough

A site visit is mandatory prior to the award of the project contract. The date of the site visit is per the schedule in Section IV. Location of the walk through is 111 Intervale Rd Burlington, VT August 20, 2026; 9AM EST please confirm with Lincoln Sprague at lsprague@burlingtonelectric.com if you will be attending.

D. Proposal Format

Part I -- Summary

This section should contain a summary of the company and contact information including name, mailing address, email address, and phone number.

Part II -- Technical Proposal

This section should describe the proposer's approach and plans for accomplishing the specifications. This section should contain but is not limited to the following:

- Technology – description of the equipment and materials to be installed
- Design approach/method, including references to industry standards
- A summary description of the project plan; milestone tasks with expected timeline

Part III -- Cost Proposal

This section should provide the fixed not to exceed cost to complete the project as outlined in the RFP.

Part IV -- Professional Experience & References – Unit Information

This section should contain all pertinent information relating to the proposer's organization, including licensure and experience demonstrating that the proposer is well-qualified to complete the project. This information must also include any sub-contractors that would be involved in the project.

Part V -- Additional Information

This section should contain any additional information that the proposer feels is relevant but has not been mentioned elsewhere in the RFP.

IV. Proposed Schedule

RFP# 006-27: McNeil Station Boiler Grates, Seals, and Expansion Joints Replacement

Milestone	Date
Release of Formal RFP	August 6, 2026
Site Walkthrough	August 20, 2026; 9AM EST
Last Date to Submit Written Proposal	August 28, 2026; 5 PM EST
Evaluation of Proposals	August 31, 2026
Selection of contractor	September 1, 2026
Date project may begin	October 5, 2026
Date project must be completed	October 16, 2026

V. Evaluation

Proposal evaluation criteria will include but are not limited to:

- Quality of the proposal
- Cost of the proposal along with any additional cost BED would incur
- Risks associated with the proposal
- Qualifications and experience of company/personnel
- The ability to meet the requirements of the RFP
- Prior performance of the proposer on projects of similar scope and size
- Compliance with the terms, conditions, and other provisions of the RFP

A. Amendment or Cancellation of RFP

The Department reserves the right to amend or cancel this RFP at any time if the best interest of the Department requires such action. The Department also reserves the right to award all or partial parts of the RFP to any or several suppliers or whatever is in the best interest of the Department.

B. Proposal Modifications

No additions or changes to any vendor's proposal will be allowed after the proposal due date unless such modification is specifically requested by the Department

C. RFP Events and Timing

See section IV. Proposed Schedule

The timing and sequence of events for this project will be determined by the Department. The schedule is planned as above; vendor contacts will be notified of any amendment to this schedule during the RFP Process.

D. Proposal Expenses

The Department assumes no liability for payment of any expenses incurred by any vendor in responding to this RFP.

RFP# 006-27: McNeil Station Boiler Grates, Seals, and Expansion Joints Replacement

E. Acceptance or Rejection of Proposals

The Department reserves the right to accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities, or omissions, if in its sole judgement the best interests of the Department will be served. The Department further reserves the right to accept a proposal for a contract other than that with the lowest cost, and to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the Department. The Department also reserves the right to award all or partial parts of the RFP to any or several suppliers that are in the best interest of the Department.

F. Ownership of Proposals

All proposals submitted in response to this RFP shall become the sole property of the Department.

G. Oral Agreements and Arrangements

Any oral agreement or arrangement made by a vendor with the Department or any Department employee will be disregarded in any Department proposal evaluation or associated award.

H. Provider Presentation of Supporting Evidence/Surety

Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the Department deems necessary to fully establish the performance capabilities represented in their proposals.

I. Vendor Demonstration of Proposed Services

Not applicable.

J. Vendor Misrepresentation or Default

The Department reserves the right to reject the proposal of any vendor and void any award resulting from this RFP to a vendor who materially misrepresents any product or defaults on any Department contract.

K. Erroneous Awards

The Department reserves the right to correct inaccurate awards resulting from its clerical errors.

RFP# 006-27: McNeil Station Boiler Grates, Seals, and Expansion Joints Replacement

L. Public Records

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the procurement are subject to the terms of the Vermont Access to Public Records Act (1 V.S.A. Chapter 5, Subchapter 3) and all rules, regulations and interpretations resulting from, and any other applicable rules, regulations or judicial decisions regarding access to the records of government.

It will not be sufficient for vendors to state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a vendor believes to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. Convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 316 of Title 1 of the Vermont Statutes Annotated must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Between a vendor and the Department, the final administrative authority to release or exempt any or all material so identified, rests with the Department. **All materials for which a respondent would like to claim confidential treatment should be uploaded, along with the rationale for confidentiality, to the web site <https://www.burlingtonelectric.com/rfp> in a separate file and with "CONFIDENTIAL" as part of the file name.**

M. Offer of Gratuities

The vendor warrants, represents and certifies that no elected or appointed official or employee of the Department has or will benefit financially or materially from this procurement. Any Contract and/or award arising from this RFP may be terminated by the Department if it is determined that gratuities of any kind were either offered to, or received by any of the aforementioned officials or employees from the vendor, the vendor's agent of the vendor's employees.

N. Inspection of Work Performed

BED will inspect work as it is performed and upon completion of the project. BED reserves the sole right to judge if work is completed and satisfies the requirements as specified in this RFP and the project contract.

O. Collusion

By responding, the vendors implicitly state that the proposal is not made in conjunction with any competing vendor submitting a separate response to this RFP and that it is in all respects fair and without collusion or fraud.

P. Employee Contact

Any contact with any employee that is not authorized by the Purchasing Department could be considered a violation of the RFP process and could make your submission null and void.

RFP# 006-27: McNeil Station Boiler Grates, Seals, and Expansion Joints Replacement

Q. Questions

All technical questions should be directed to Lincoln Sprague (lsprague@burlingtonelectric.com) and purchasing questions directed to Burlington Electric Department Purchasing Department (purchasing@burlingtonelectric.com) all questions must include the RFP Number in the Subject Line.

VI. Contract Provisions

The obligations of the Department may only be established by a final contract, executed by both parties, that has received all required local and state approvals. Any contract to be entered into between the Department and the successful proposer shall contain negotiated provisions based on the specific requirements set forth in this RFP and the successful proposer's treatment thereof as contained in this proposal, as well as general Department contract provisions.

1. Termination

The contract to be entered into between Burlington Electric Department and the successful proposer shall contain the following provisions dealing with termination. If the Contractor fails to fulfill any of the terms of the agreement on time, the Department shall have the right to terminate the said agreement immediately and award a new contract to another Proposer and the Contractor shall be responsible for damages and for additional costs incurred in reletting the contract.

2. Disclaimer

The Burlington Electric Department is not liable for any costs incurred by proposers in the preparation of proposals or for any work performed prior to the approval of an executed contract.

3. Delivery of Proposals

There will be no formal RFP opening. All RFPs are to be uploaded to our secure web site <https://www.burlingtonelectric.com/rfp> using your unique login (registration is required). When registering, please select "Consultant" for the category. We will not accept any mailed or emailed responses. In order to be accepted they must be uploaded to the website by the specified date and time. Sending the response to anyone other than this method will make your submission void and will not be accepted.

4. RFP Opening

There will be no formal RFP opening. Information in the RFPs will not be released until the contract is awarded. If you would like to receive the RFP overview results after the award

RFP# 006-27: McNeil Station Boiler Grates, Seals, and Expansion Joints Replacement

you may do so only in writing (email) to our Purchasing Department. If you would like to review the RFPs that were submitted, you must submit a letter to our Purchasing Department requesting a meeting to review the files in person.

5. Notification of Selection

Award of this bid will be by "Letter of Award" issued by communication from the Department along with a draft contract for the provision of services.

6. Contract Negotiation

Upon award, the Department and the successful proposer will negotiate a contract. The final terms of the contract shall be subject to negotiation between the parties. The selected proposal in whole or in part as well as content from this RFP may be incorporated into and made a part of the final contract. BED reserves the right to terminate such negotiations at any time, and select another proposal, issue a new RFP, or take other action consistent with the best interest of the Department at its sole discretion.

By issuing this RFP the Department is not obligated to award a contract.

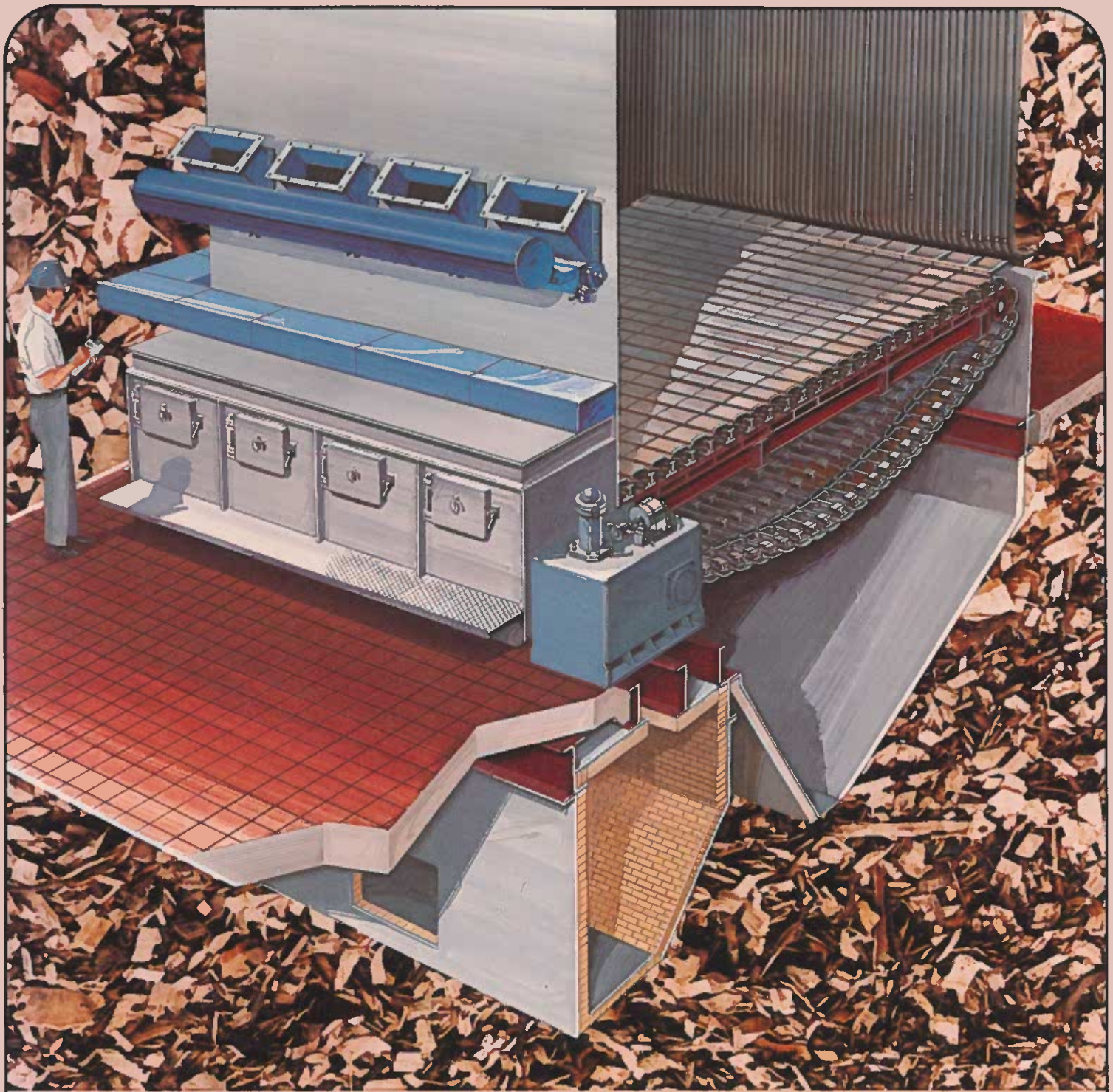
7. Right to Submit a Proposal on BED Contracts

Any supplier that is in good standings with all city departments within the City of Burlington may submit a proposal for provision of energy supply as described above. If a potential supplier is found to owe funds or has been removed from any RFP lists within any city department, their RFP will not be considered. Supplier must comply with all provisions as outlined in this RFP in order to be considered.

The contractor 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).

8. BED Rights:

BED reserves the right to accept or reject any or all proposals received in response to this RFP or to take other action consistent with the best interest of BED. BED reserves the right to negotiate separately with any source to serve the best interest of BED. ALL SUBMITTED BIDS BECOME THE PROPERTY OF BURLINGTON ELECTRIC DEPARTMENT. AFTER THE AWARDING OF THE CONTRACT TO THE SUCCESSFUL BIDDER, ALL BIDS ARE OPEN FOR PUBLIC VIEWING subject to any confidentiality requirements applicable under Vermont's Access to Public Records Law exclusions.



ZURN SPREADER STOKERS

FOR WOOD, WOOD WASTE, MUNICIPAL REFUSE,
AND OTHER BIOMASS FUELS



a step ahead of tomorrow

SPREADER STOKERS: A RESOURCEFUL ENERGY ALTERNATIVE

Renewable energy resources such as wood, refuse and other biomass wastes are receiving greater consideration as primary energy sources by industry and utilities.

In the early 1900's, wood was the major source of energy in the United States. Today, wood, agricultural wastes and other biomass supply almost 2% (1.5 *Quads/year) of U.S. energy, 7% of industrial energy. Government analysts estimate bioenergy resources could supply 15 to 20% (12-17 Quads/yr.) of U.S. energy by the year 2000. The combustible portion of municipal solid waste, now generated at 135 million tons/year has the potential of providing another 2%.

Higher costs for basic fossil fuels coupled with favorable legislation have greatly increased the financial viability of using alternate fuels. Stoker-fired systems are an excellent way to capitalize on these valuable energy resources.

The Energy Division of Zurn Industries, Inc. designs, engineers, manufactures and installs spreader stokers for burning a wide variety of wood, refuse and biomass fuels in boilers produced by Zurn or by any other boiler manufacturer.

*A Quad equals 1 quadrillion (10^{15}) Btu. It equals the energy of approximately 464,000 bbl/d of oil for 1 year, 50 million tons of coal, or the typical annual energy output of eighteen 1,000 Mw power plants. Energy consumption in the U.S. totalled 70.45 Quads in 1983.



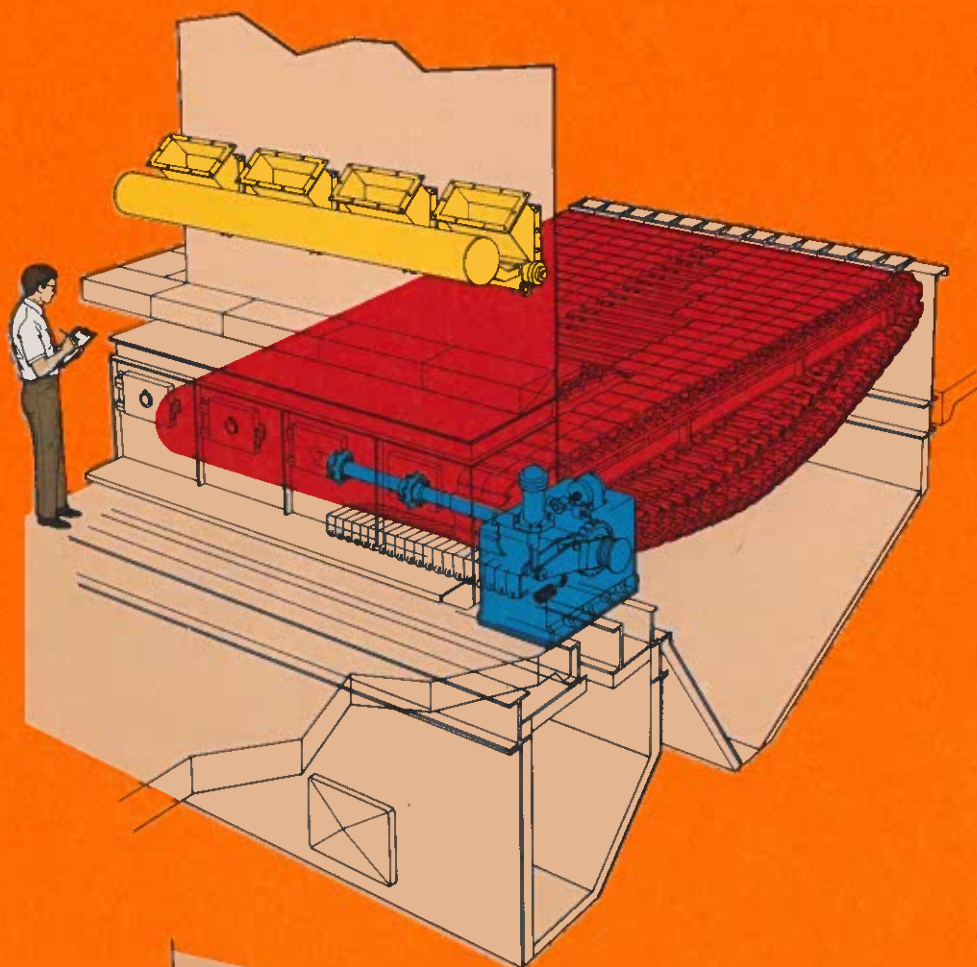
◀ Zurn TRAVAGRATE spreader stoker provides continuous-ash-discharge for a 140,000 lb/hr wood-fired unit in a Texas forest-products producing plant. System was designed for future lignite firing and future cogeneration.



◀ Zurn stationary water-cooled-grate spreader stoker allows intermittent zoned cleaning of grates in a 120,000 lbs/hr unit at a Georgia paper plant.

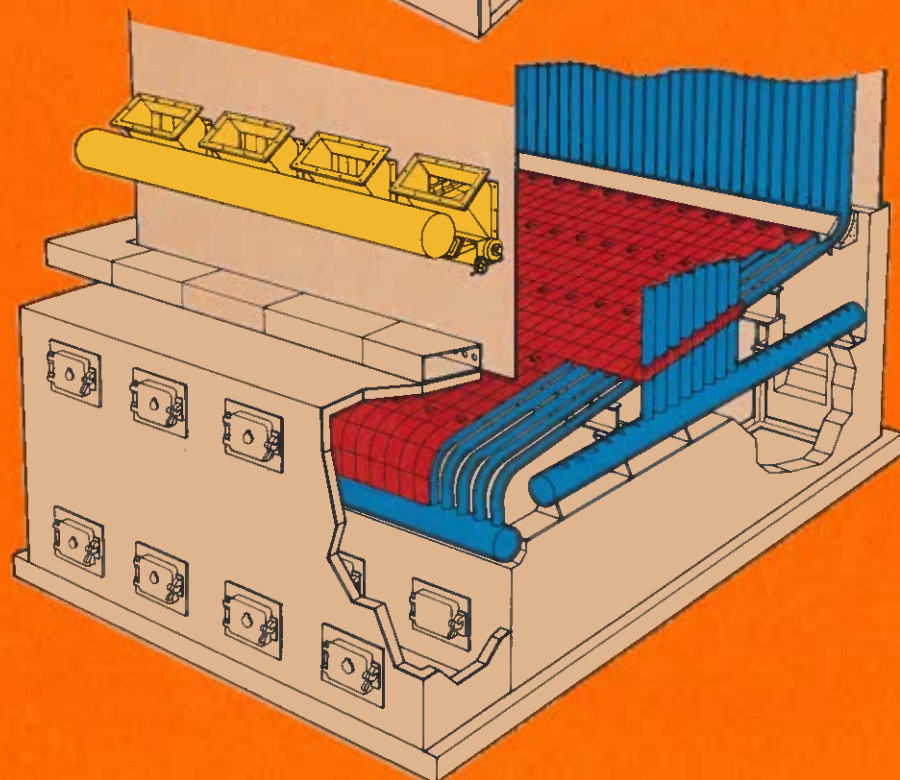


◀ Zurn pneumatic fuel distributor assembly, TRAVAGRATE spreader stoker and hydraulic grate drives were pre-assembled at Zurn Energy Div. fabrication facility to assure component fit and alignment. System is installed and providing 480,000 lbs/hr steam to produce electricity for a 50 Mw wood-fired municipal power plant.



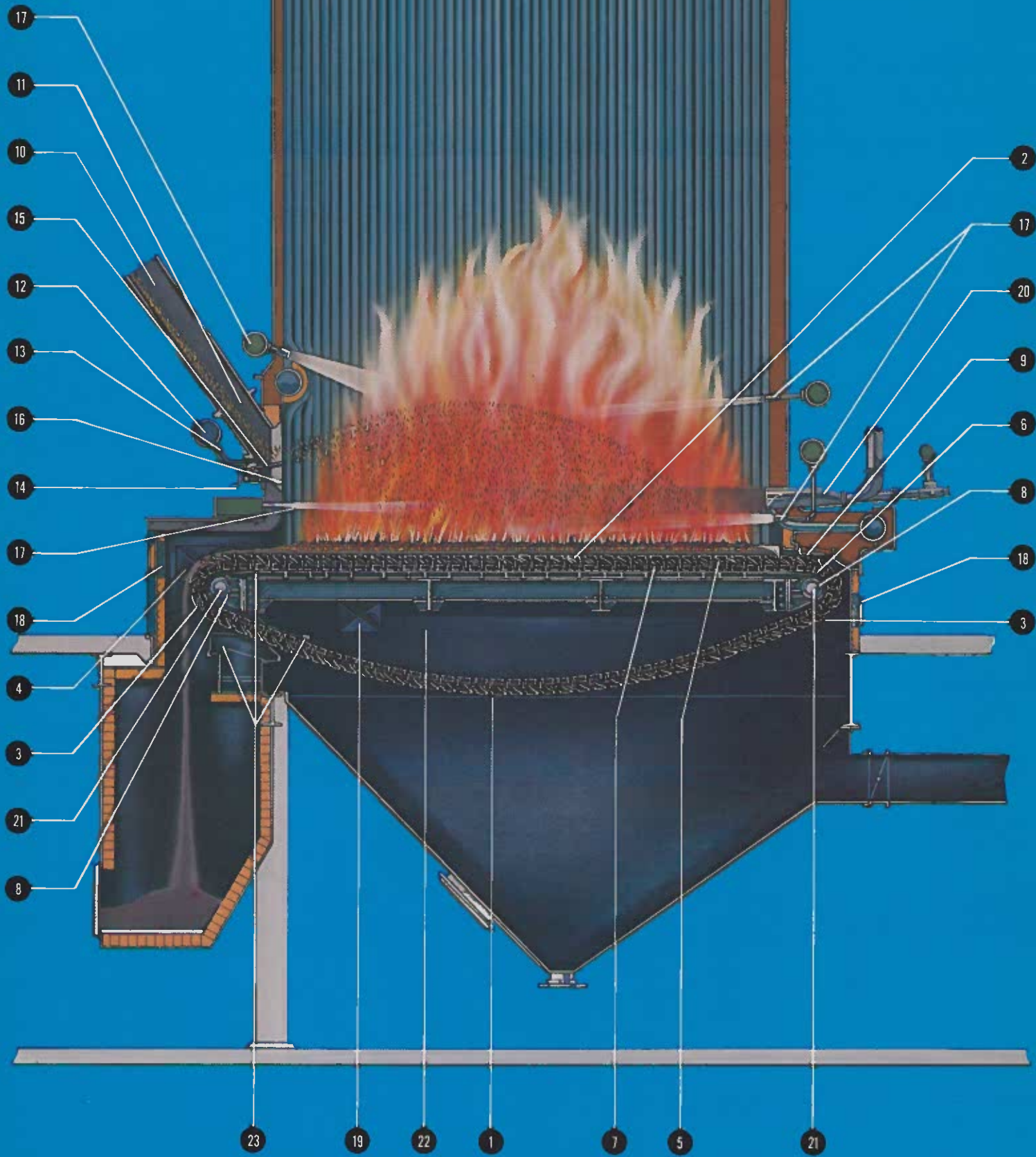
The Zurn TRAVAGRATE® spreader stoker is an overfeed-type stoker designed for continuous ash discharge in steam generators with capacities ranging from 10,000 to 50,000 lbs/hr factory-assembled and 30,000 to 500,000 lbs/hr field-constructed. Fuel is burned in suspension as well as on the forward-traveling grate surface.

Zurn TRAVAGRATE spreader stokers consist of single or dual drive grate assemblies complete with hydraulic grate drive(s) and necessary pneumatic fuel distributors.



The Zurn stationary, water-cooled grate spreader stoker is also an overfeed stoker designed for intermittent zoned cleaning in steam generators with capacities ranging from 10,000 to 40,000 lbs/hr factory-assembled and 30,000 to 300,000 lbs/hr field-constructed. Fuel is burned in suspension as well as on the grate surface.

Zurn stationary, water-cooled grate spreader stokers can be automatically cleaned by intermittent air or steam by zones while maintaining full load operation. Pneumatic fuel distributors provide continuous feed of a variety of non-fossil solid fuels.



ZURN TRAVAGRATE SPREADER STOKER FOR CONTINUOUS OPERATION

FEATURES

- 1 **Catenary design** provides for automatic take-up or tensioning of grate chains to prevent jamming. Effective catenary is maintained by gravity, thus making external shaft adjustments unnecessary.
- 2 **Grate surface** consists of a series of grates specifically designed for spreader stoker firing. The grates are constructed of high-quality, heat-resistant, ductile iron.
- 3 **Grate curvature** design keeps the grates closed without the aid of auxiliary weights when making the turn around the sprockets.
- 4 **Grate removal** is easily achieved via a grate access door. On removal of one bolt, any grate section can be replaced while the stoker is in operation.
- 5 **The chain grate assembly** consists of forged-steel chain clips and hardened link pins and rollers. The chain clips avoid chain breakage while the hardened link pins and rollers reduce stress and wear on shaft bearings and sprockets.
- 6 **Hardened link pins** that make up the grate chain assembly are held in place by the grate carrier bars, thereby eliminating cotter pins and assuring locked pin position.
- 7 **Grates are full-bearing-supported** the entire width of the grate on carrier bars, avoiding possible grate damage from falling slag and grate warpage from too little ash on the grate.
- 8 **Oversize split sleeve bronze bearings** are strategically located for both drive and idler shaft support. Bearing sleeves can be reversed for additional life.
- 9 **Rear fuel and air seal** enables the rear water wall to expand while maintaining tightness, thus reducing air leakage and preventing fuel carry-over into the stoker plenum.
- 10 **The refuse feeding chute** for the fuel distributor is constructed for large capacity, continuous flow.
- 11 **Air-swept fuel distributors** direct the volume of fuel being fired.
- 12 **A high pressure air duct** continually supplies transport air to the solid fuel being fed.
- 13 **A metering damper** allows adjustment of air flow for proper front-to-rear fuel distribution.
- 14 **A distributor setting device** determines the positioning of the fuel trajectory plate.
- 15 **The distributor deflector plate** allows for lateral and longitudinal fuel distribution into the furnace.
- 16 **The fuel distributor opening** located adjacent to the boiler front, is completely air-cooled.

- 17 **An overfire air system** is strategically located to provide turbulence and thorough mixing of the volatile gases, thus enhancing the combustion process. Two rows are located in the front wall and two rows in the rear wall.
- 18 **Front and rear access doors**, normally a pair for each distributor, provide for stoker inspection at the ash discharge extension housing (front) and at the rear stoker housing.
- 19 **Undergrate access doors**, located on each side of the stoker housing, provide inspection of and access to grate assembly.
- 20 **A char recovery system** of the straight-through, pneumatic type is furnished with all necessary inner-hardened steel pipe and reinjection nozzles.
- 21 **Front and rear grate shafts** carry the grate chains on hardened sprockets. Bearings and sprockets are strategically located along the shafts for maximum load-bearing efficiency.
- 22 **The air pressure chamber**, completely sealed both front and rear to prevent air leakage, directs and distributes hot combustion air through the active grate surface.
- 23 **Three front undergrate air seals** limit air by-passing to the ash discharge end.

OPERATION

Fuel is continuously and automatically fed from the fuel chute into the air-swept fuel distributors where it is advanced across a specially-designed trajectory plate into the furnace. Fuel distribution, front-to-rear and laterally within the furnace, is controlled by combination setting of high-pressure transport air and trajectory plate angle setting.

Strategically-located, high-pressure overfire air jets provide turbulence and thorough mixing of fuel/air to enhance the combustion process. As a further aid to complete combustion, hot combustion air is evenly distributed through the active grate surface. Fine particles of fuel are rapidly burned in suspension while coarser, heavier particles are spread evenly on the grate surface.

To compensate for variations in ash content, grate speed is adjustable from 0 to 24 feet per hour. The ash is continuously discharged over the front end of the grate into an ash pit or hopper.

◀ The stoker front has been removed to show the grate assembly and supporting structures. Curvature design of the grates keeps the grates closed without the aid of auxiliary weights when making the turn around the sprockets. With this design, no gaps appear between the grates, thereby directing all foreign materials into the ash pit and not into the driven shaft mechanism.



◀ A grate alarm system, built into the rear end of the grate assembly, is designed so that any foreign material or obstruction in the grates will come in contact with the alarm and immediately stop the stoker. An alarm is usually connected to an annunciator in the control room to alert the operator.

◀ Zurn catenary design provides for automatic take-up or tensioning of grate chains to prevent jamming. Effective catenary is automatically maintained by gravity thus making external shaft adjustments unnecessary.



◀ TRAVAGRATE stoker from the rear clearly shows convenient location of access doors for ease of inspection.

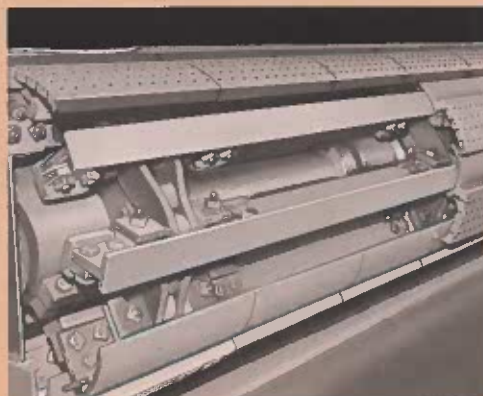
◀ (Far left) Side view of grate assembly showing the level and uniform grate support, hardened skids and skid rails. Note that each grate section is individually supported by its own series of skid shoes.

◀ (Near left) A view through the side access door at the ash discharge end of the grate assembly shows how easily grates can be removed.



◀ (Far left) Close-up view through the side access door of the grate assembly as it makes its gapless turn around the ash discharge end (front). View clearly shows single bolt, nut and washer for grate removal.

◀ (Near left) Any grate section can be replaced without taking the steam generator or stoker out of service. Simply remove a single bolt, nut and washer and slide the grate off the carrier bar.



◀ To reduce maintenance costs, grate surface is made in short sections (12" to 15" long) of best quality, heavy-duty, heat-resisting ductile iron with uniformly-spaced, tapered, self-cleaning, air-metering openings, and with close-fitting, overlapping edges to reduce air leakage at the joints.

◀ Close-up view of grate assembly as it makes the turn around the ash discharge end. Grates are completely supported the full width of the stoker by carrier bars, thereby avoiding possible grate damage from falling slag and grate warpage due to too little ash on the grate surface.

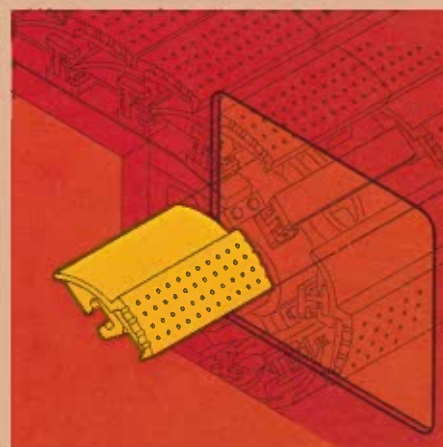
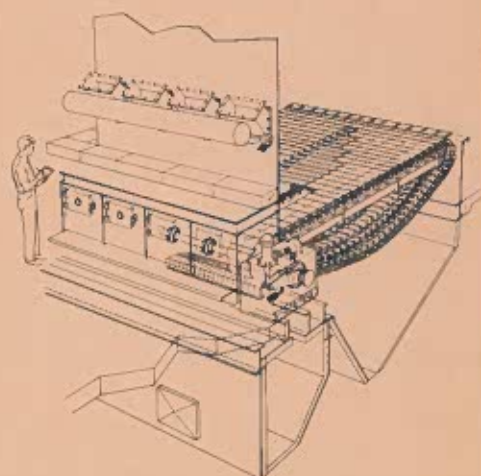
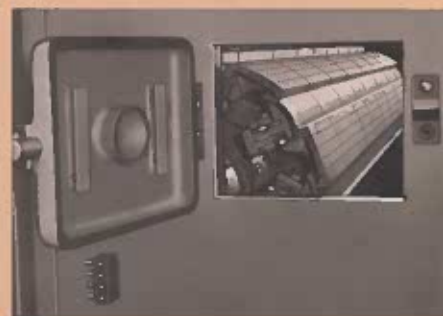
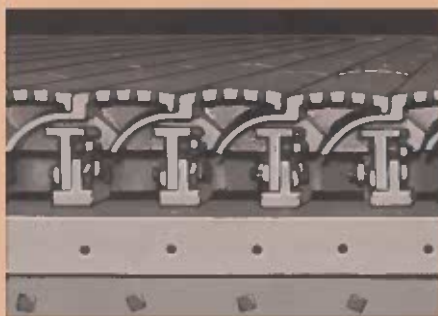
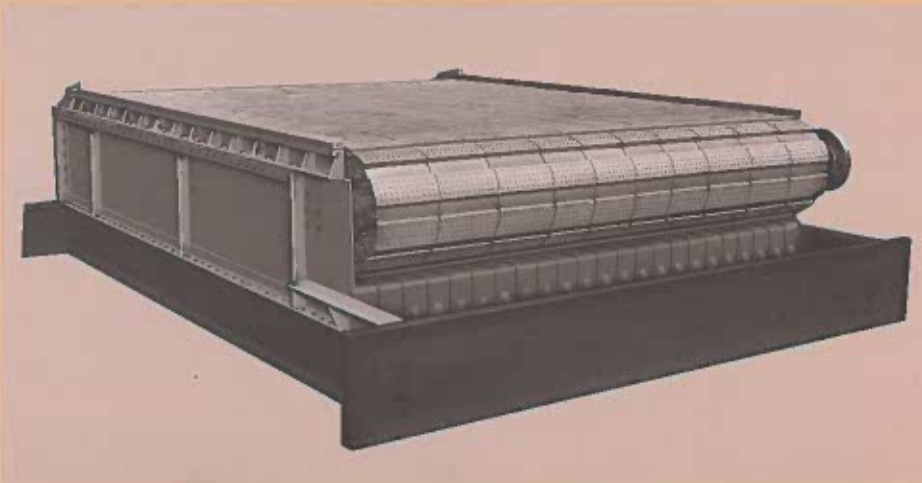
TRAVAGRATE STOKERS: FIT ANY BOILER, ARE EASY TO MAINTAIN

The Zurn TRAVAGRATE stoker is designed and manufactured for years of continuous operation with minimum maintenance.

The TRAVAGRATE spreader stoker is available in various sizes to fit virtually any furnace. Stoker widths range from 7 feet to 34 feet wide, and shaft centers range from 11 feet to 25 feet.

The various components are arranged for maximum efficiency and unnecessary parts have been eliminated. All sections directly exposed to the furnace are constructed of best-quality, heavy-duty, heat-resisting ductile cast iron for long service life.

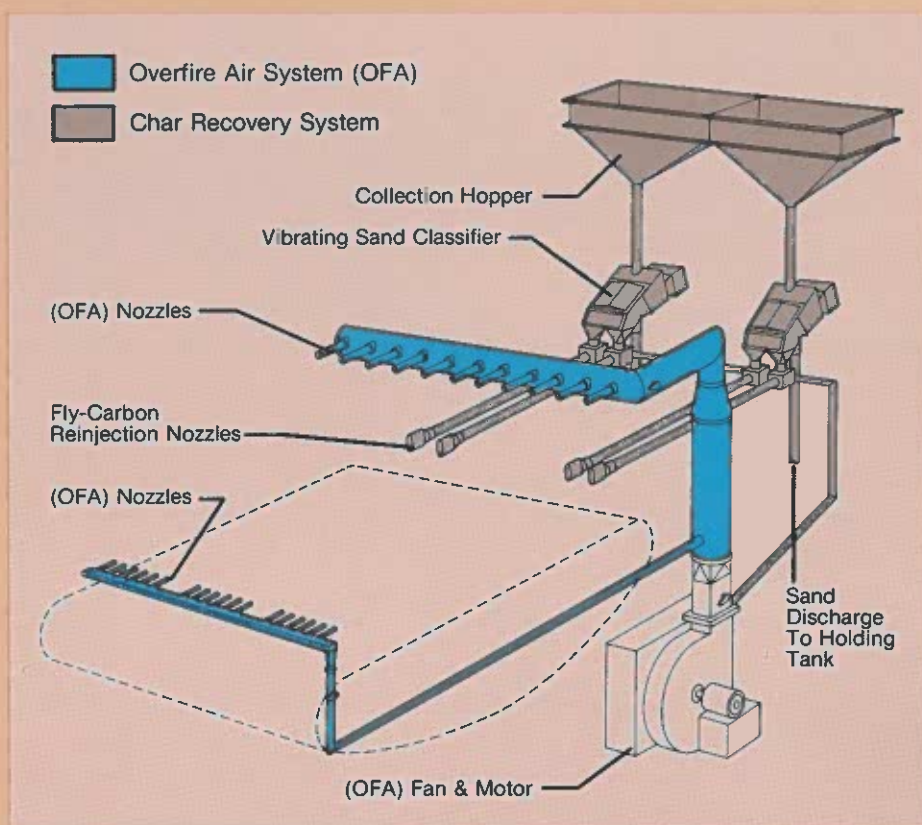
Maintenance is simplified by convenient access to all areas and external grease fittings.



◀ TRAVAGRATE stoker air/fuel seals —

- A. Three front undergrate seals limit air by-pass to the ash-discharge section and reduce excess air to a minimum within the furnace.
- B. Rear fuel and air seal enables the rear water wall to expand while maintaining tightness, thus reducing air leakage and preventing fuel carryover into the stoker plenum.

◀ Location of air/fuel seals relative to grate assembly.

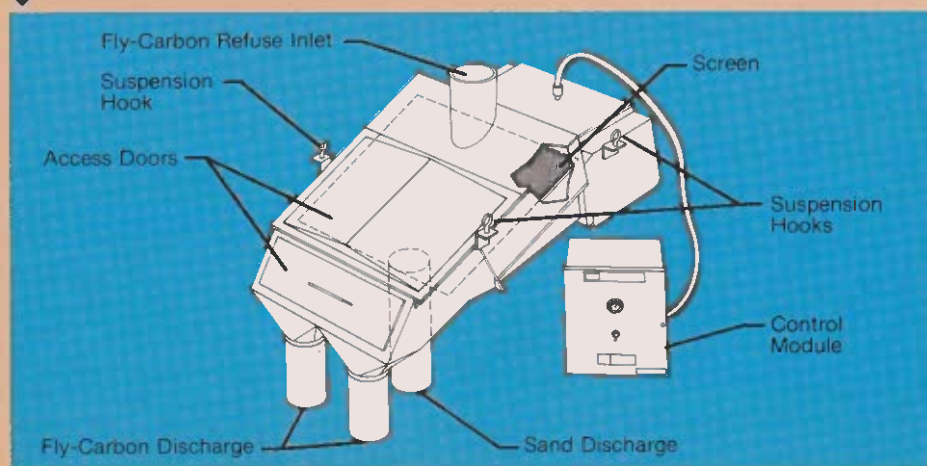


Each Zurn TRAVAGRATE spreader stoker is provided with an overfire air and char recovery system. The overfire air system must be located to provide turbulence and thorough mixing of the volatile gases, thus enhancing the combustion process. Zurn overfire air systems are designed for 30% of the total air for combustion at 80°F and 30 inches W.C. of static pressure for successful combustion of the fuel. The high pressure overfire air fan, in addition to supplying air to the overfire system, also provides the air supply for the char recovery system. Reinjection of the fly-carbon into the furnace in the high temperature zone just above the fuel bed results in an increase in boiler efficiency.

Wood bark in some regions is impregnated with sand. When reinjected with the fly-carbon, damage to the convection surface may occur. To reduce this erosion, the sand is effectively separated from the fly-carbon by vibrating sand classifiers shown below. Each sand classifier is furnished with a control module.

◀ (Far left) Close-up view of rear air/fuel seal.

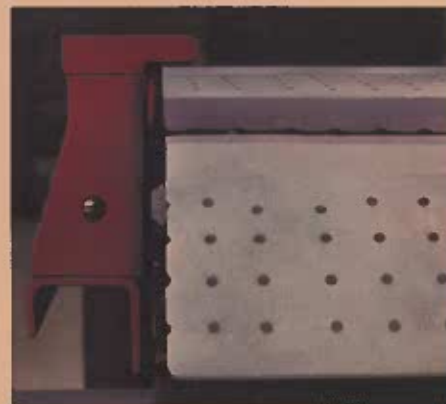
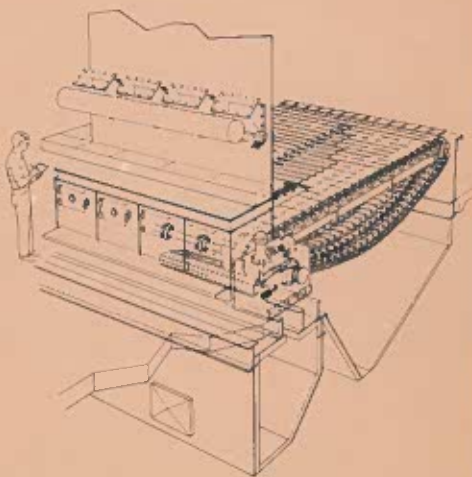
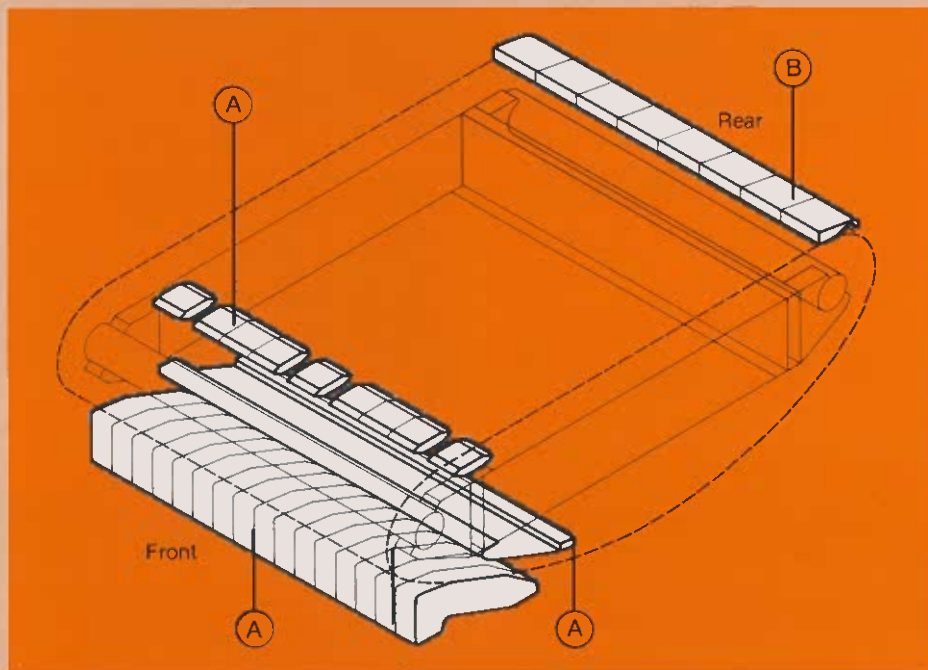
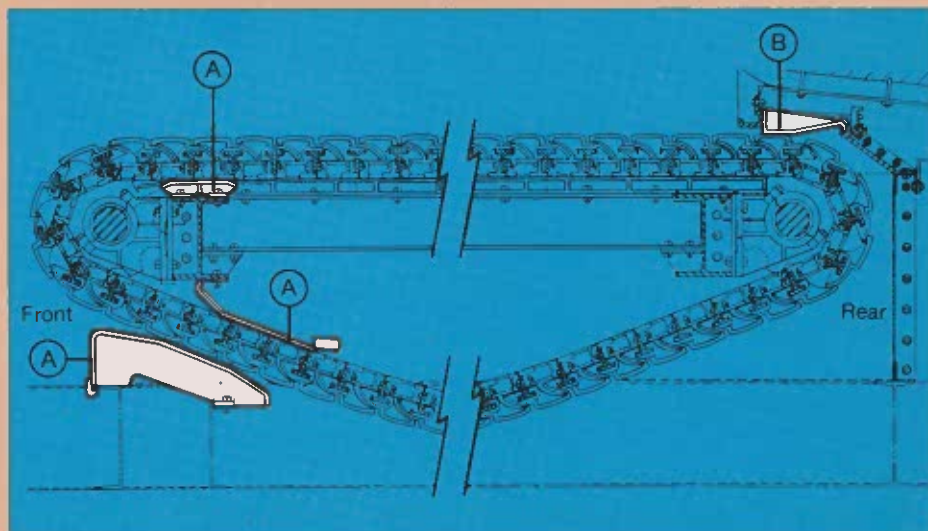
◀ (Near left) The side fuel seals enable the grates to expand while preventing fuel carryover into the stoker plenum.

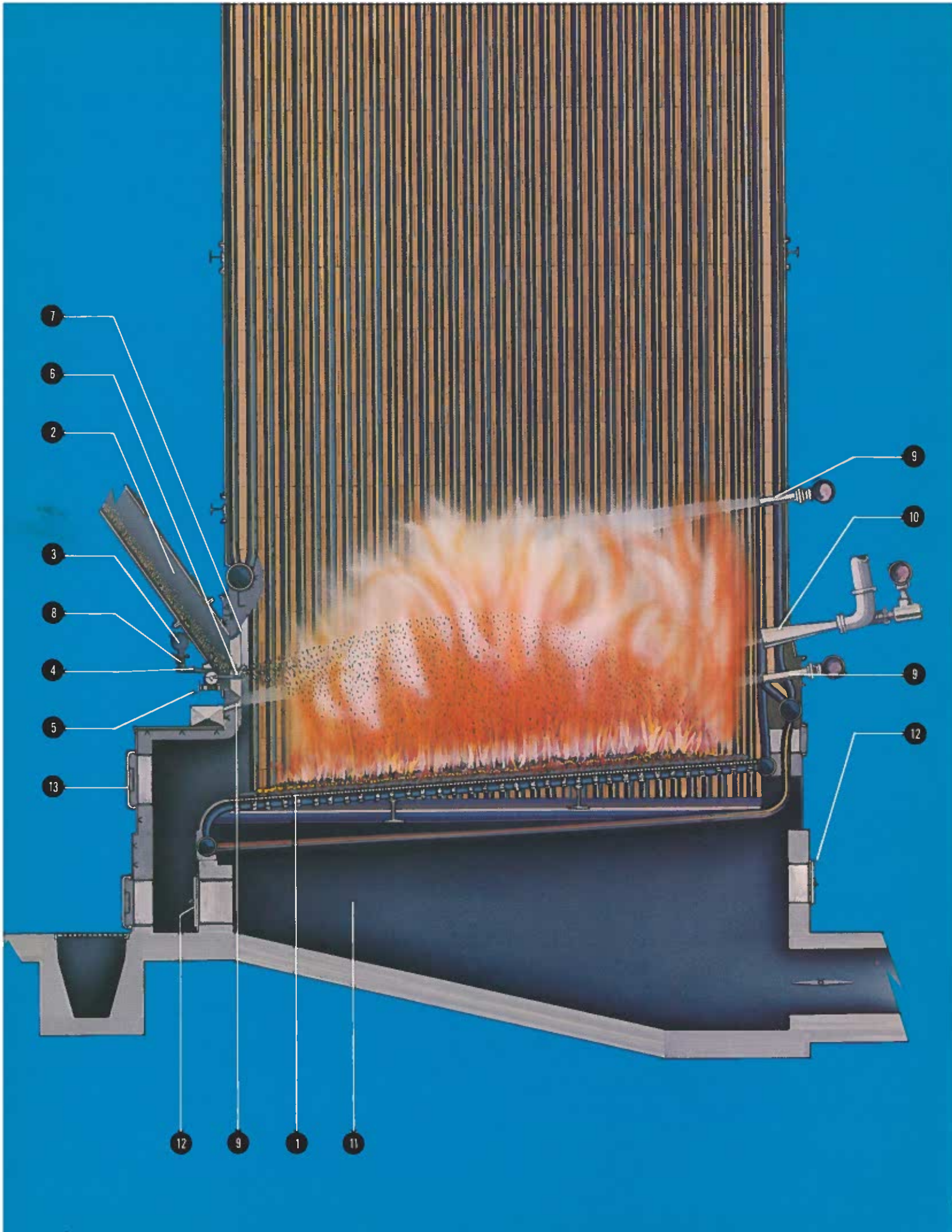


TRAVAGRATE STOKERS: DESIGNED FOR INTEGRAL BOILER/STOKER EFFICIENCY

Zurn TRAVAGRATE spreader stokers are designed to operate within a variety of boiler designs. Every effort is made to merge the stoker operation and the boiler operation into an integrated system.

TRAVAGRATE stoker front and rear air seals automatically keep excess air to a minimum within the furnace. These front and rear seals are ruggedly constructed for long service and are automatically self-adjusting to maintain continuous close sealing contact.





STATIONARY WATER-COOLED GRATE SPREADER STOKER FOR EFFICIENT INTERMITTENT CLEANING

FEATURES

- 1 **Stationary water-cooled grates**, designed for burning a variety of solid fuels with low ash content, are bolted to the furnace floor tubes. The grates, constructed of best quality, heavy-duty, heat-resisting cast iron alloy, have uniformly spaced, tapered, self-cleaning air metering openings and are water-cooled for maximum grate protection.
- 2 **The refuse feeding chute** for the fuel distributor is constructed for large capacity, continuous flow.
- 3 **A high pressure air duct** continuously supplies transport air to the solid fuel being fed.
- 4 **The air-swept fuel distributor** directs the volume of fuel being fired.
- 5 **A distributor setting device** determines the positioning of the fuel trajectory plate.
- 6 **The distribution trajectory plate** allows for lateral and longitudinal fuel distribution into the furnace.
- 7 **The fuel distributor opening** located adjacent to the boiler front, is completely air cooled.
- 8 **A metering damper** allows adjustment of air flow for proper front-to-rear fuel distribution.
- 9 **An overfire air system** is strategically located to provide turbulence and thorough mixing of the volatile gases, thus enhancing the combustion process.
- 10 **A char recovery system** of the straight-through pneumatic type is furnished with all necessary steel pipe, fittings, supports, and heat resistant alloy iron reinjection nozzles.
- 11 **The air pressure chamber**, completely sealed both front and rear to prevent air leakage, directs and distributes hot combustion air through the active grate surface.
- 12 **Undergrate access doors**, located front and rear of the air pressure chamber, provide inspection and access to grates.
- 13 **A furnace access door** allows inspection and access to the grates.

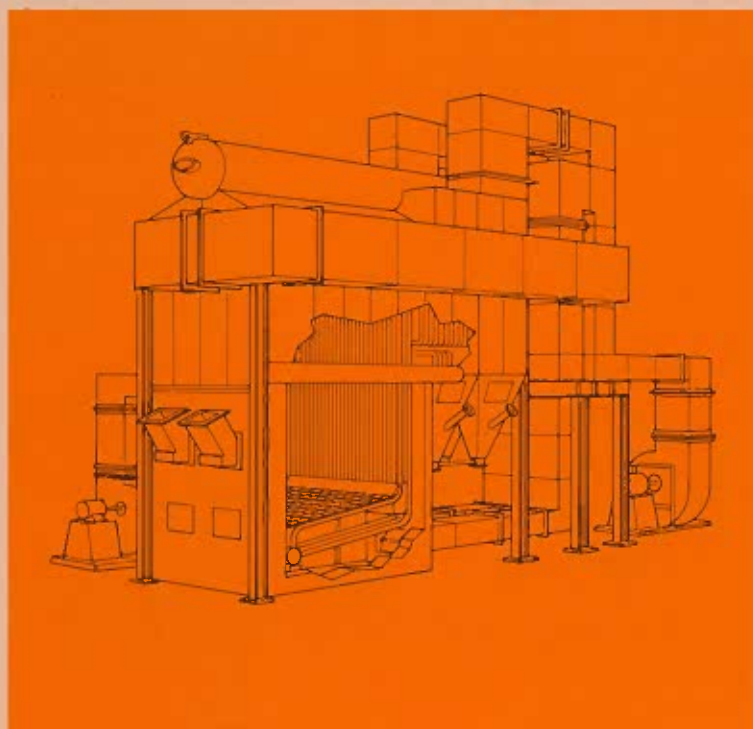
OPERATION

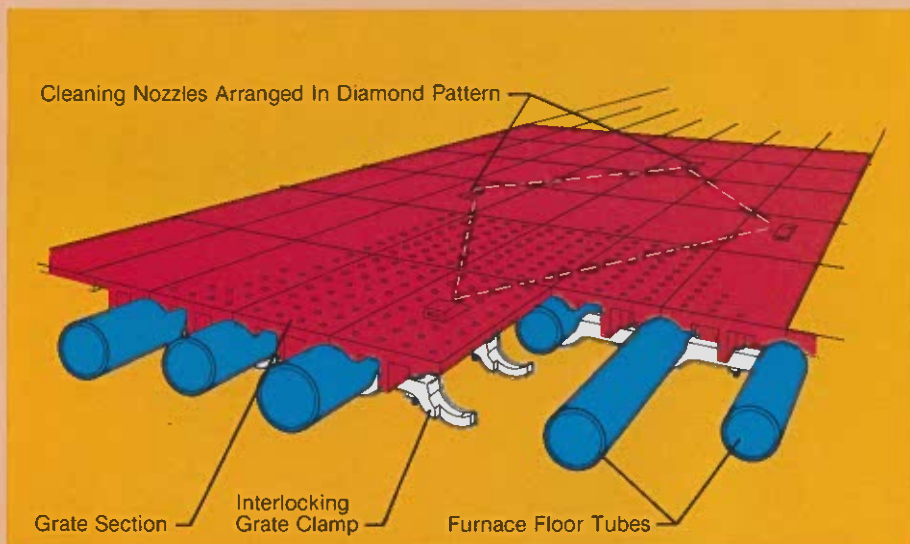
Fuel is continuously and automatically fed from the fuel chute into the air-swept fuel distributors where it is advanced across a specially-designed trajectory plate into the furnace. Fuel distribution, front-to-rear and laterally within the furnace, is controlled by combination setting of high-pressure transport air and trajectory plate angle setting. Strategically-located, high-pressure overfire air jets provide turbulence and thorough mixing of fuel/air to enhance the combustion process.

As a further aid to complete combustion, hot combustion air is evenly distributed through the active grate surface. Fine particles of fuel are rapidly burned in suspension while coarser, heavier particles are spread evenly on the water-cooled stationary grate, forming a thin, fast burning fuel bed.

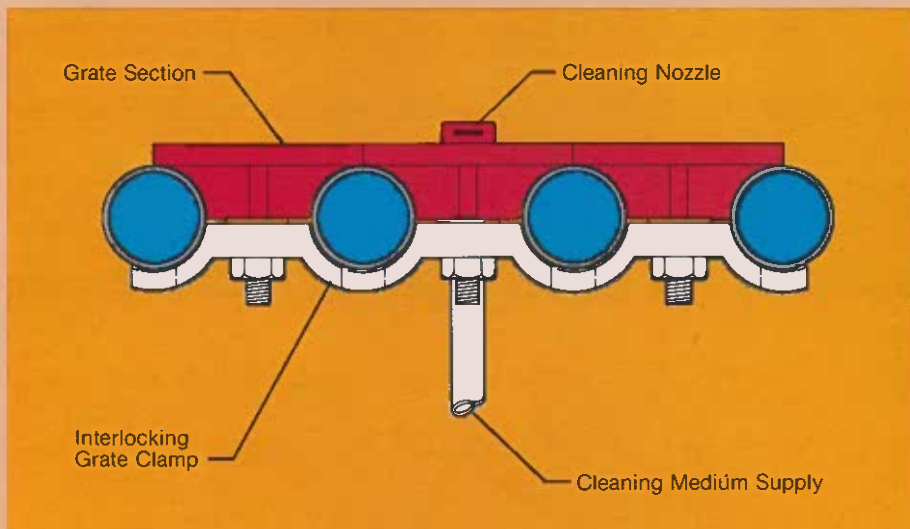
Any ash formed is removed by steam or air nozzles located throughout the grate surface, and transported down the inclined grate surface into the ash-discharge opening.

Zurn water-cooled grate spreader stoker as installed on a typical factory-assembled modular steam generating system.

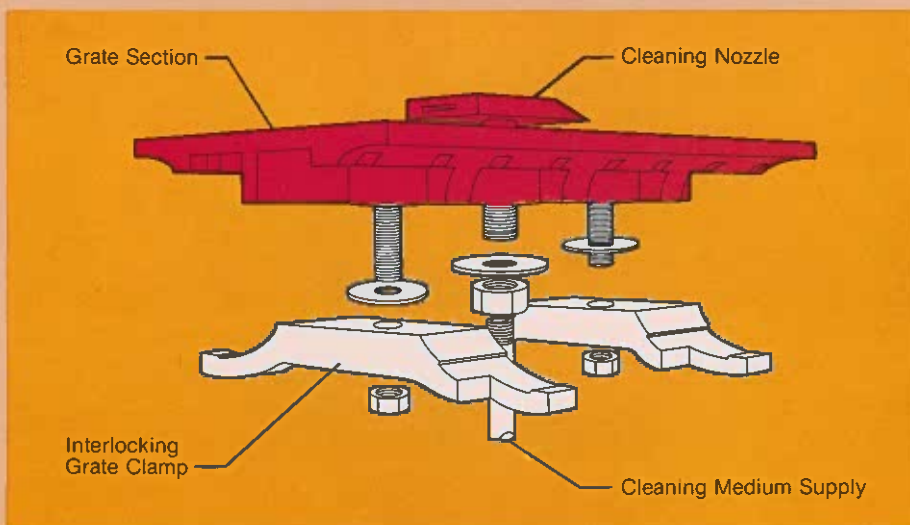




◀ Closeup detail of how grates are bolted to the furnace floor tubes. The interlocking grate clamp draws the floor tubes to the grate to maintain the proper tube centers and eliminate tube misalignment. The diamond pattern arrangement of the cleaning nozzles system will effectively transport the ash into the ash-discharge opening.



◀ End view of grate-to-tube connection with cleaning nozzles. The nozzles are cast from stainless steel to reduce wear from the cleaning medium. If necessary, the nozzles can be replaced without replacing the entire grate.



◀ Clamping detail of Zurn grate section with cleaning nozzles detail. The clamping detail of each grate section is independently cast and can be replaced should the need arise.

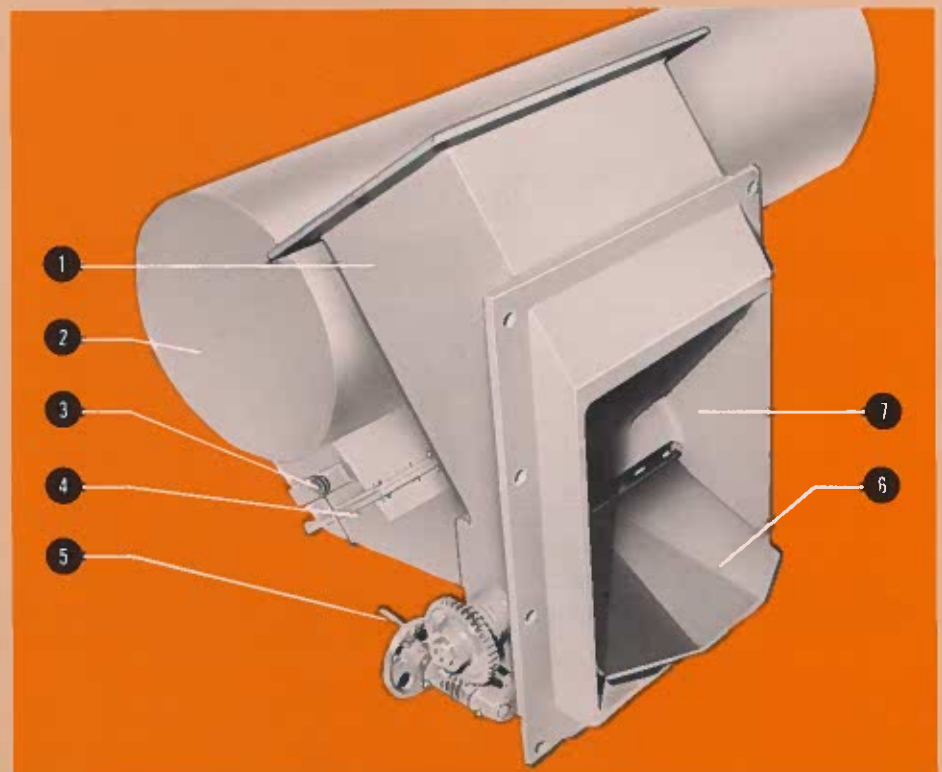
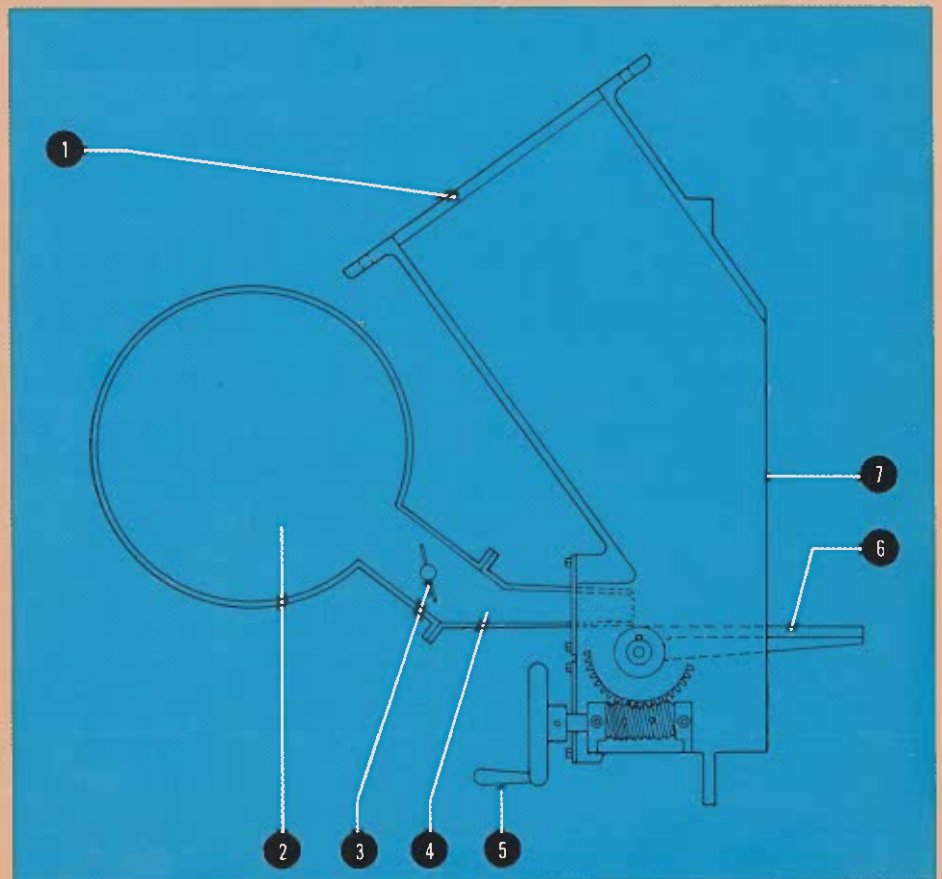
To reduce maintenance costs, grate surface is constructed in short grate sections, usually 6" wide by 12" long.

Grates can be furnished for 3" O.D. tubes or 3 1/4" O.D. furnace floor tubes.

ZURN PNEUMATIC FUEL DISTRIBUTORS DELIVER FUEL EFFICIENTLY FOR OPTIMUM BOILER PERFORMANCE

Zurn pneumatic fuel distributors were developed to provide wide-range fuel flexibility for Zurn or non-Zurn spreader stoker designs. Each fuel distributor is a self-contained unit that can be adjusted differently and operated independently of the other units. Features of the Zurn fuel distributor include:

- 1 **The fuel feeding chute** is designed and constructed for large capacity, continuous flow.
- 2 **A high pressure air duct** supplies air to move fuel into the furnace.
- 3 **An air-metering damper** allows adjustment of air flow for proper front-to-rear fuel distribution.
- 4 **An air distributor duct** provides full-width air sweeping of fuel.
- 5 **A setting device** determines the position of the distributor deflector plate.
- 6 **The distributor trajectory plate** allows for lateral and longitudinal fuel distribution into the furnace.
- 7 **The fuel distributor opening** is designed for large or small volume feeding and is completely air cooled.

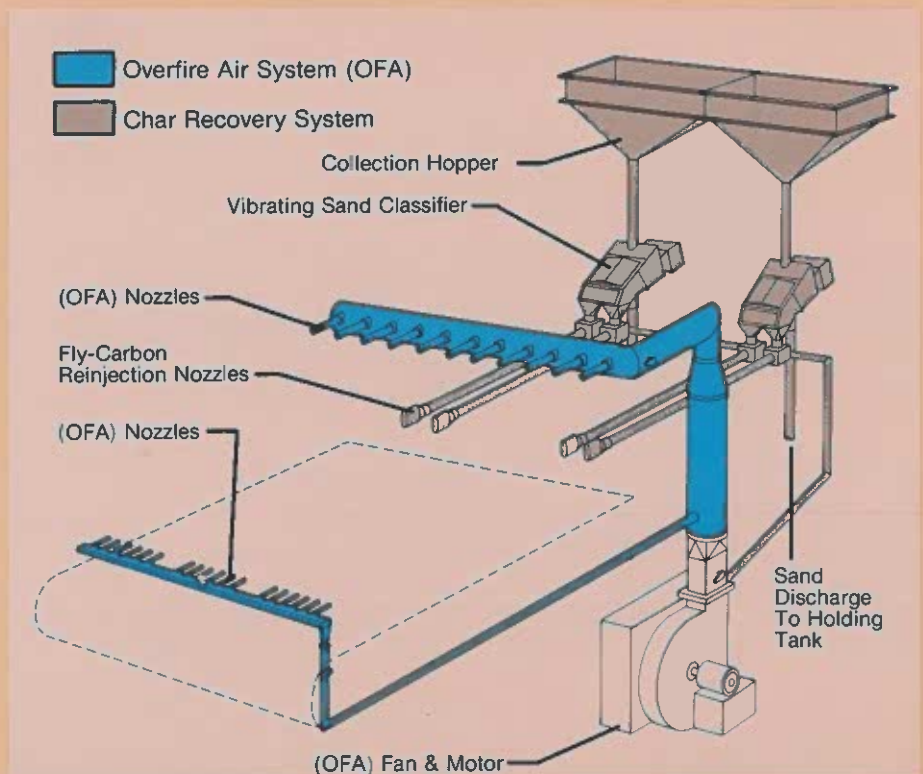
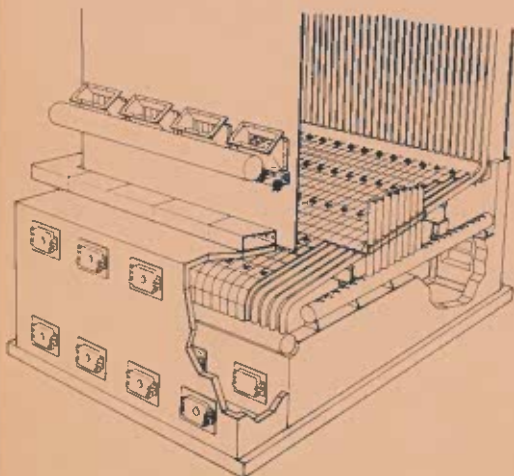


STATIONARY WATER-COOLED GRATES: CONSTRUCTED FOR ECONOMICAL PERFORMANCE

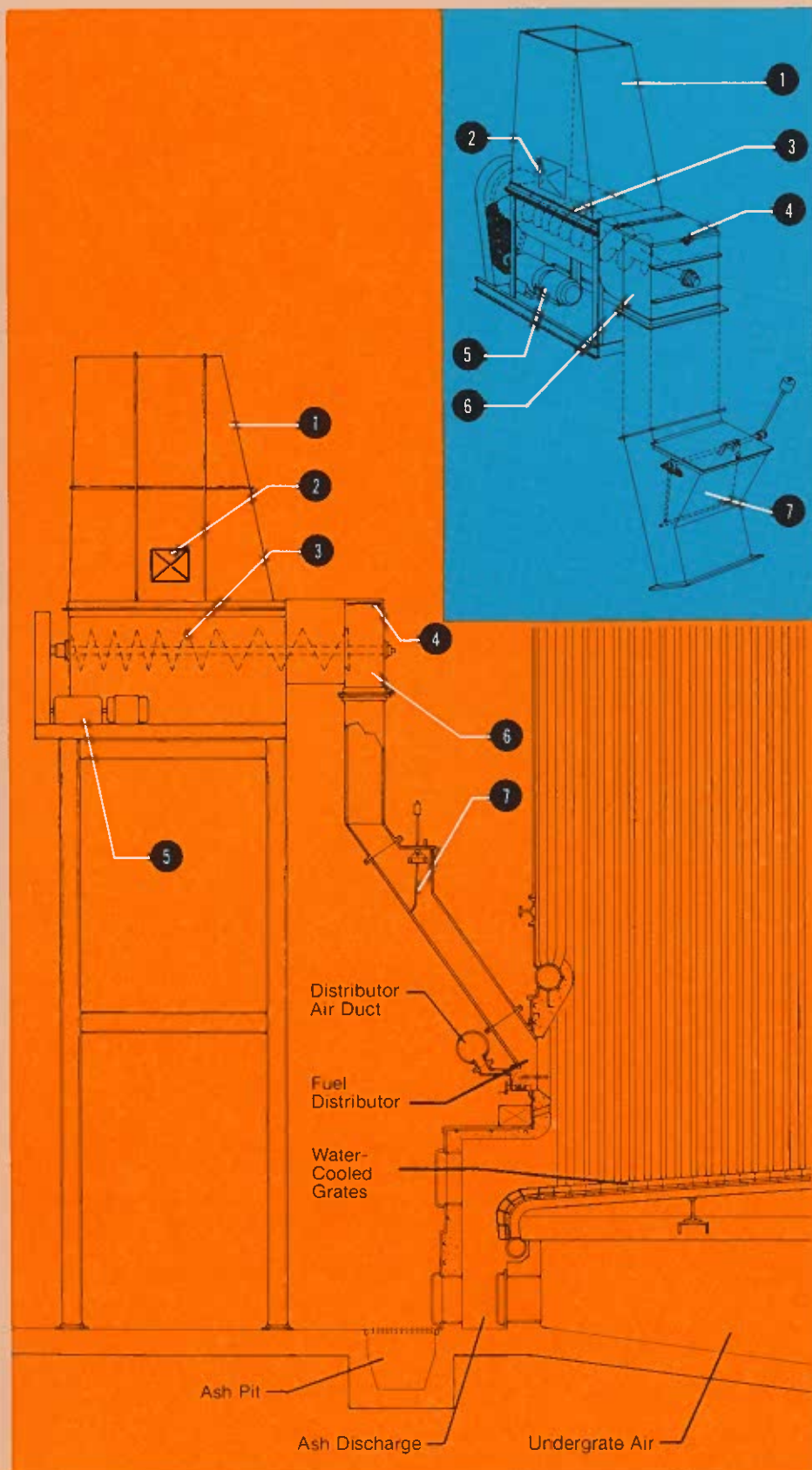
Zurn stationary water-cooled grate spreader stoker components are constructed for long life, economical operation. The grates are constructed of best quality, heavy-duty, heat-resisting, cast-iron alloy. Each grate section is cast with uniformly spaced, tapered, self-cleaning, air-metering openings. Grates are water-cooled for maximum protection. The discharge section is completely sealed with best quality, heavy-duty, heat-resisting, cast-iron alloy thereby eliminating refractory seals.

Zurn stationary water-cooled grate is typically factory-assembled for site installation in a packaged solid-fuel-fired steam generating system.

Each Zurn stationary-grate, water-cooled spreader stoker is provided with an overfire air and char recovery system. The overfire air system must be located to provide turbulence and thorough mixing of the volatile gases, thus enhancing the combustion process. Zurn overfire air systems are designed for 30% of the total air for combustion at 80°F and 30" W.C. of static pressure for successful combustion of the fuel. The high pressure overfire air fan, in addition to supplying air to the overfire system, also provides the air supply for the char recovery system. Reinjection of the fly-carbon into the furnace in the high temperature zone just above the fuel bed results in an increase in boiler efficiency.



ZURN HOGGED WOOD FUEL FEEDERS PROVIDE A CONTINUOUS, CONTROLLED SUPPLY OF FUEL



Zurn fuel feeders are designed to meter hogged wood and other waste fuels to the distributor and into a stoker-fired steam generator. Fuel metering is achieved by driving the auger screw with a direct-current motor, the speed of which is regulated by combustion control signals. Both double and single-screw designs are available in a variety of sizes and drive-motor capacities according to feed requirements.

Features of the Zurn fuel feeder include:

- 1 **A large storage hopper**, sized to site conditions, incorporates expanding sides and ends to avoid fuel hangup.
- 2 **Access doors** and observation ports are provided for inspection.
- 3 **A variable-pitch screw auger** virtually eliminates jamming.
- 4 **An inspection door** allows viewing and access to the feeder discharge chute.
- 5 **A variable-speed drive unit**, also sized to feed requirements, provides fuel metered in response to boiler demand.
- 6 **The feeder discharge chute** is sized for maximum feed, minimum hangup.
- 7 **A back-draft, shutoff damper** protects the fuel supply if the furnace should go positive. An access door is provided for inspection.

ZURN WOOD/REFUSE/BIOMASS-FIRED STOKER INSTALLATIONS: THE LARGE AND SMALL OF IT

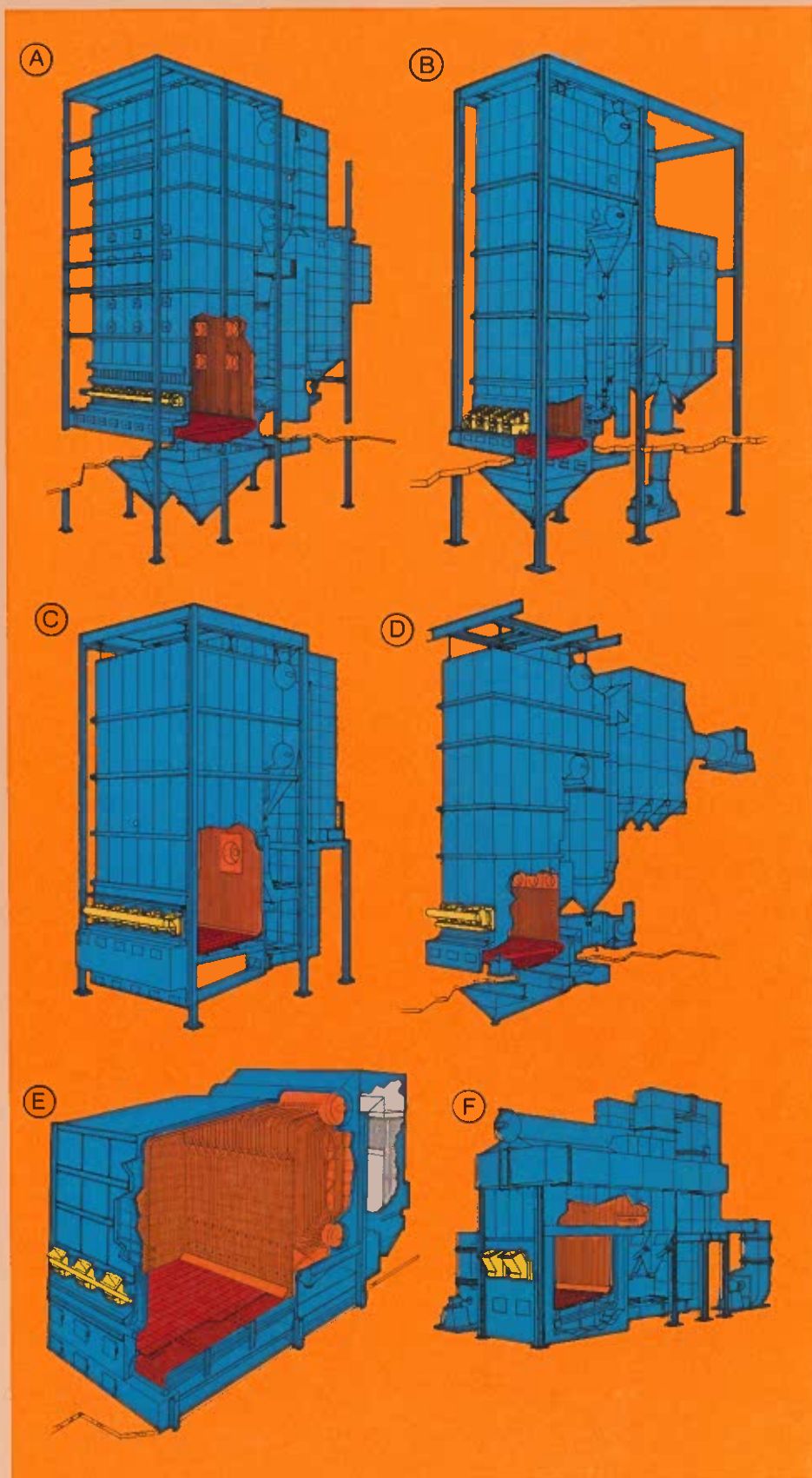
Zurn TRAVAGRATE spreader stokers . . . and Zurn water-cooled grate spreader stokers . . . can be installed in a variety of steam generating systems. They are applicable to new or retrofit installations for heat, process, electric power or cogeneration in Zurn or non-Zurn boiler designs.

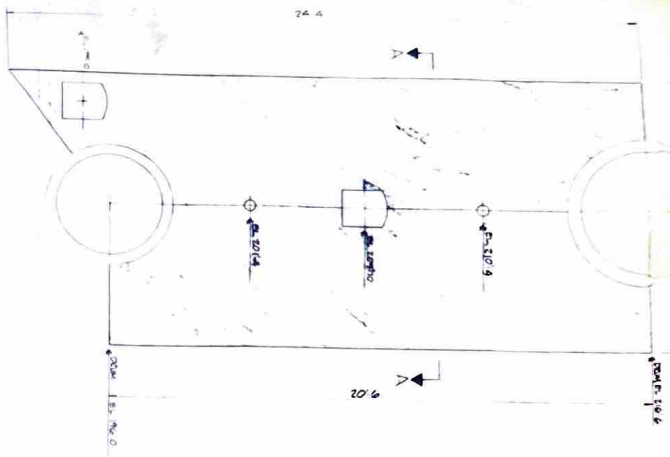
Zurn also designs, engineers and constructs a complete line of non-fossil fuel steam generators ideally suited for utilizing Zurn spreader stoker designs. Typical Zurn boiler/stoker combinations (illustrated at right) include:

- (A) Zurn 2DR-OP watertube steam generator with TRAVAGRATE spreader stoker for wood firing only. Steam capacities range from 50,000 through 500,000 lbs/hr.
- (B) Zurn 2DR-OP watertube steam generator with TRAVAGRATE spreader stoker for combination firing of wood and coal. Steam capacities range from 50,000 through 500,000 lbs/hr.
- (C) Zurn 2DR-OP watertube steam generator with water-cooled grate spreader stoker for wood firing. Steam capacities range from 50,000 through 300,000 lbs/hr.
- (D) Zurn 2DR-OP watertube steam generator with TRAVAGRATE spreader stoker for refuse-derived-fuel (RDF) firing. Steam capacities range from 50,000 through 250,000 lbs/hr.
- (E) Zurn VC-MP watertube steam generator with water-cooled grate spreader stoker for wood firing. Steam capacities range from 30,000 through 150,000 lbs/hr.
- (F) Zurn VL-MP watertube steam generator with water-cooled grate spreader stoker for wood firing. Units are modularly factory-assembled for steam capacities ranging from 10,000 through 50,000 lbs/hr.



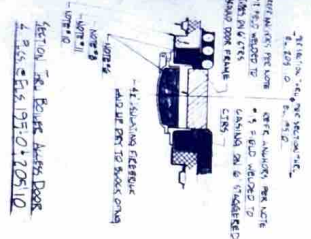
ZURN INDUSTRIES, INC.
ENERGY DIV.
1422 EAST AVE.
ERIE, PA, U.S.A. 16503-1592
PHONE: 814/452-6421
TELEX: 91-4473





SECTION A-A
FRONT ELEVATION OF BOILER ROOM

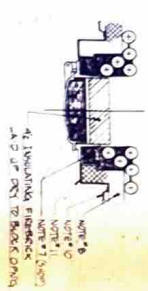
SECTION B-B
FRONT ELEVATION OF BOILER ROOM



SECTION C-C
FRONT ELEVATION OF BOILER ROOM

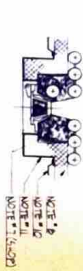
SECTION D-D
FRONT ELEVATION OF BOILER ROOM

SECTION E-E
FRONT ELEVATION OF BOILER ROOM



SECTION F-F
FRONT ELEVATION OF BOILER ROOM

SECTION G-G
FRONT ELEVATION OF BOILER ROOM



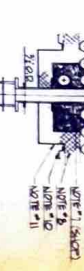
SECTION H-H
FRONT ELEVATION OF BOILER ROOM



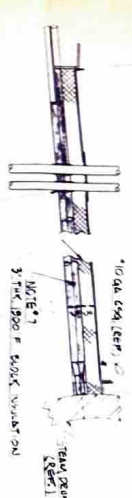
SECTION J-J
FRONT ELEVATION OF BOILER ROOM



SECTION L-L
FRONT ELEVATION OF BOILER ROOM



SECTION N-N
FRONT ELEVATION OF BOILER ROOM



SECTION P-P
FRONT ELEVATION OF BOILER ROOM

SECTION Q-Q
FRONT ELEVATION OF BOILER ROOM



SECTION R-R
FRONT ELEVATION OF BOILER ROOM



SECTION T-T
FRONT ELEVATION OF BOILER ROOM



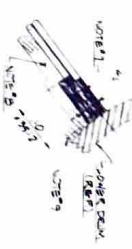
SECTION V-V
FRONT ELEVATION OF BOILER ROOM



SECTION X-X
FRONT ELEVATION OF BOILER ROOM



SECTION Z-Z
FRONT ELEVATION OF BOILER ROOM



SECTION BB-BB
FRONT ELEVATION OF BOILER ROOM

SECTION CC-CC
FRONT ELEVATION OF BOILER ROOM



SECTION DD-DD
FRONT ELEVATION OF BOILER ROOM



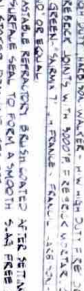
SECTION FF-FF
FRONT ELEVATION OF BOILER ROOM



SECTION HH-HH
FRONT ELEVATION OF BOILER ROOM



SECTION JJ-JJ
FRONT ELEVATION OF BOILER ROOM



SECTION LL-LL
FRONT ELEVATION OF BOILER ROOM

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

6. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

7. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

11. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

12. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

13. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

14. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

15. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

16. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

17. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

18. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

19. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

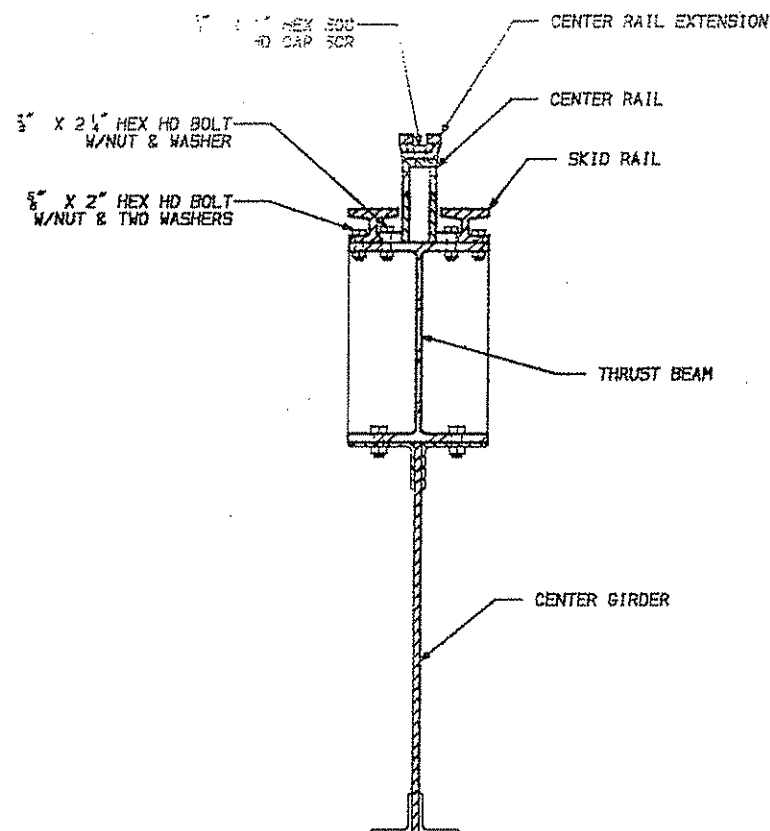
20. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

21. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

22. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

23. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

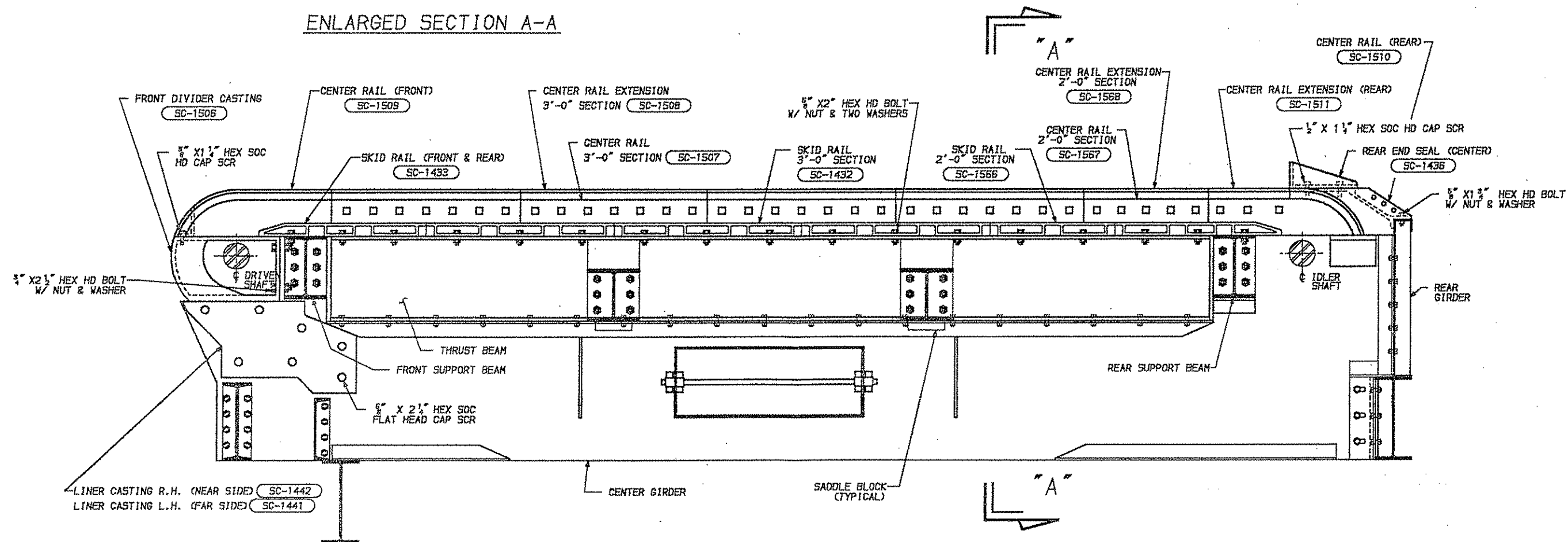
PROPERTY OF:
INDECK
 KEYSTONE ENERGY, LLC
 Indeck Keystone Energy, LLC
 5340 Fryling Road, Suite 200
 Erie, PA 16510-4672
 Phone 800-322-5995



ENLARGED SECTION A-A

NOTE:

1. THIS DRAWING SHOWS A BASIC ZURN TRAVAGRATE STOKER AND IS TO BE USED FOR LOCATING AND IDENTIFYING CASTINGS. CASTINGS SHOWN AND QUANTITIES VARY DEPENDING ON THE SIZE OF YOUR UNIT. SEE GRATE FRAME ASSEMBLY BILL OF MATERIAL FOR EXACT CASTINGS AND QUANTITIES USED FOR YOUR INSTALLATION.
2. SC-1000 DENOTES CASTING PATTERN NUMBER
3. NO FASTENERS WITH A BRIGHT METAL PLATING (CADMIUM, ZINC, ETC.) TO BE USED FOR STOKER ASSEMBLY.



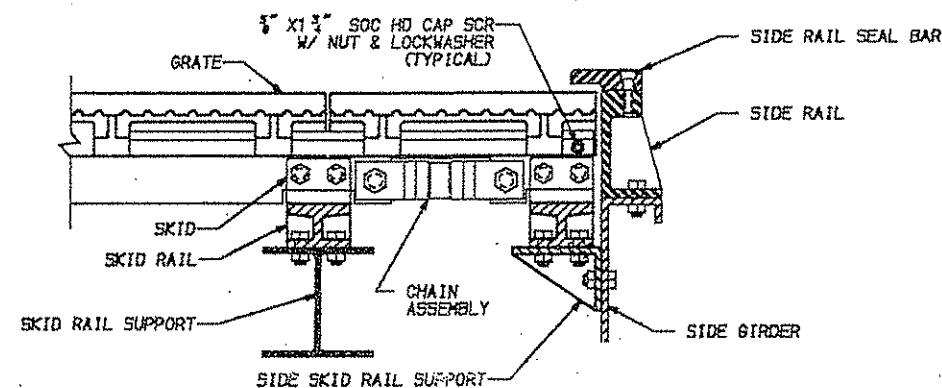
LONGITUDINAL SECTION SHOWING CENTER RAIL ASSEMBLY

CAD NO. STD-16	
ZURN INDUSTRIES, INC. ENERGY DIVISION P.O. BOX 1000 Erie, PA 16510	
CENTER RAIL ASSEMBLY	
(FOR COAL OR WOOD FUEL)	

DATE	BY	CHECKED	DATE
11 SEP 92	STANDARD	11 SEP 92	STANDARD
SCALE: NOT TO SCALE			

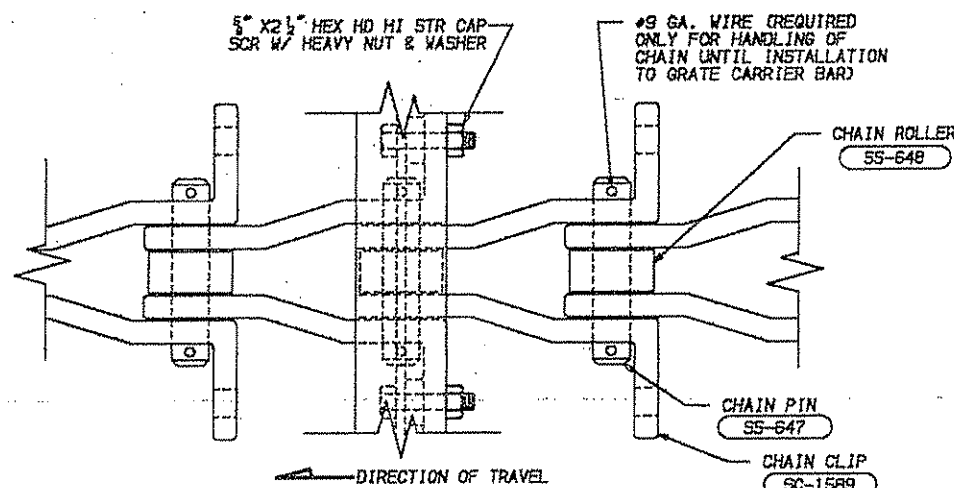
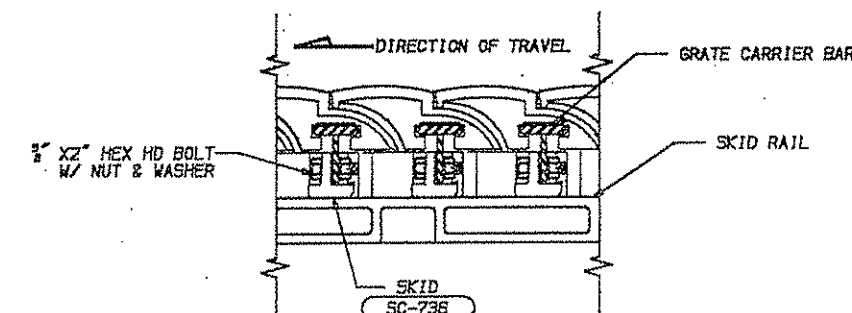
STA-E-221 0

PROPERTY OF:
INDECK
 KEYSTONE ENERGY, LLC.
 5340 Fryling Road, Suite 200
 Erie, PA 16510-4672
 Phone 800-322-5995

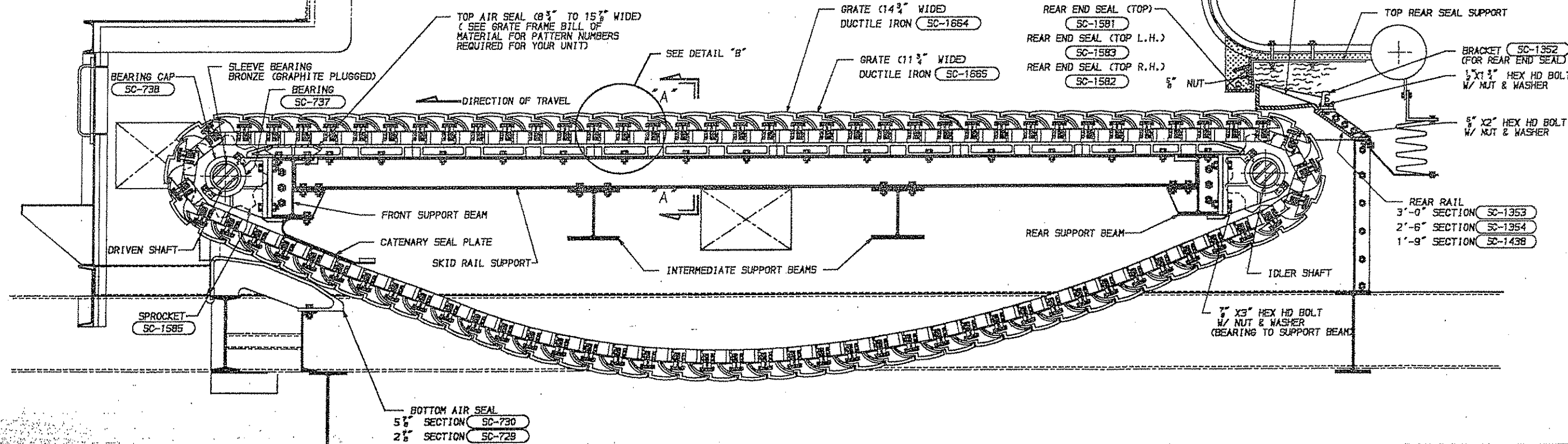


NOTE:

1. THIS DRAWING SHOWS A BASIC ZURN TRAVAGRATE STOKER AND IS TO BE USED FOR LOCATING AND IDENTIFYING CASTINGS. CASTINGS SHOWN AND QUANTITIES VARY DEPENDING ON THE SIZE OF YOUR UNIT. SEE GRATE FRAME ASSEMBLY BILL OF MATERIAL FOR EXACT CASTINGS AND QUANTITIES USED FOR YOUR INSTALLATION.
2. SC-1000 DENOTES CASTING PATTERN NUMBER
3. NO FASTENERS WITH A BRIGHT METAL PLATING (CADMIUM, ZINC, ETC.) TO BE USED FOR STOKER ASSEMBLY.



WASTE FUEL DISTRIBUTOR
 (SHOWN FOR ORIENTATION
 PURPOSES ONLY) SEE STOKER
 ARRANGEMENT FOR QUANTITY,
 SIZE, AND LOCATION OF FEEDERS
 USED FOR YOUR INSTALLATION.



LONGITUDINAL SECTION THRU TRAVAGRATE STOKER

CAD NO. STD-33-M			
ZURN INDUSTRIES, INC.			
CATERPILLAR AND REAR RAIL ASSEMBLY			
7000 LBS. (1500 LBS.)			

ATTACHMENT E

Burlington Outsourcing Ordinance

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

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

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

By: _____
Duly Authorized Agent

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 \$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.

ATTACHMENT F

Burlington Union Deterrence Ordinance

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

I, _____, on behalf of _____ (Contractor)
and in connection with _____ (City contract/project/grant), hereby
certify under oath that _____ (Contractor) has not advised the conduct of
any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence
services in violation of the City's union deterrence ordinance.
Dated at _____, Vermont this _____ day of _____, 2018.

By: _____
Duly Authorized Agent

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.

BURLINGTON ELECTRIC DEPARTMENT (B.E.D.)

MINIMUM INSURANCE REQUIREMENTS: TYPE 3 Contractor's Order

- 1.1** Contractor shall purchase and maintain insurance coverage for not less than the following limits:

	<u>COVERAGE</u>	<u>MINIMUM LIMIT</u>
a.	Commercial General Liability: Bodily Injury and Property Damage	\$1,000,000 each occurrence \$2,000,000 in aggregate
c.	Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 combined single limit
d.	Workers' Compensation and Employers Liability: WC: Statutory coverage EL: \$500,000 each accident \$500,000 each employee \$500,000 policy limit	
e.	Cyber Liability: Each Claim/Event Aggregate limit	\$2,000,000 each claim \$2,000,000 each event

- 1.2** Contractor shall purchase and maintain such comprehensive general liability and other insurance as set forth above which will provide protection from claims arising from the result of Contractor's performance and furnishing of services outlined in the awarded Purchase Order and/or Contract, whether it is performed or furnished by Contractor or by anyone directly or indirectly employed by the Contractor to perform or furnish any of the work outlined in the Purchase Order and/or Contract. The Contractor shall hold B.E.D. harmless for any and all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of, work assigned/related to the awarded contract.
- 1.3** Contractor shall provide B.E.D. with a certificate of insurance for coverages set forth above which shall not be subject to cancellation without at least thirty (30) days advance written notice to B.E.D. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Forward certificate of insurance to Burlington Electric Department, 585 Pine St., Burlington, VT 05401, Attention: Director of Purchasing & Facilities.
- 1.4** Any claim in excess of limits set forth above or which are not covered by the Contractor's comprehensive general liability, automobile liability, or worker's compensation insurance are the sole responsibility of the Contractor.
- 1.5** B.E.D. and/or any affiliated or subsidiary companies shall be recognized as additional insureds with respect to all insurance **except Professional Liability**. Coverage provided by the contractor shall be primary to any other valid and collectible insurance available with respect to B.E.D. as additional insured.

Revised 8-22-25

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

I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____

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

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Employees are entitled to 12 days of paid time off per year, which may be prorated subject to B.C.O. Sec. 21-82(c); and
 - (b) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$20.62 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$22.91 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

By signing below, I certify under the pains and penalties of perjury that I have personal knowledge of the foregoing or have made a reasonable inquiry therein, and that to the best of my knowledge and belief, the foregoing is true and correct. (See 13 V.S.A. 2904(b).)

Date: _____

By: _____
Contractor, or its duly authorized agent

IMPORTANT NOTE: Effective January 1, 2025, for covered employees not under a labor agreement and not working under an agreement subject to Davis-Bacon Act compliance for highway or heavy construction, if the contract or grant amount, inclusive of amendments, is \$50,000 or greater, the vendor is required to certify payroll with each invoice. An acceptable form of certification is attached. Backup documentation may be requested in connection with random compliance audits. Certification of subcontractor or subconsultant payroll is required only upon request.

City of Burlington, Vermont
Certified Payroll Record
Living Wage Ordinance, B.C.O. § 21-84(a)

B.C.O. Ch. 21, Art. VI



BURLINGTON
V E R M O N T

Instructions to Covered Employers: Use this form to report wages and benefits for covered employees, as defined in B.C.O. § 21-81(d). If three or fewer covered employees performed services pursuant to your agreement with the City of Burlington during the Reporting Period, then report information for each covered employee. If more than three covered employees performed services pursuant to your agreement with the City of Burlington during the Reporting Period, then report information for the three lowest paid covered employees only.

Reporting Period: from _____ (date) to _____ (date).

(Note: The Reporting Period should match the period covered by the invoice accompanying this Record.)

Employee No. 1

Initials, Last Four Digits of SSN, or other Unique Identifier: _____

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: _____

Total Number of Hours Worked for Covered Employer During Reporting Period: _____

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

Employee No. 2

Initials, Last Four Digits of SSN, or other Unique Identifier: _____

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: _____

Total Number of Hours Worked for Covered Employer During Reporting Period: _____

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

Employee No. 3

Initials, Last Four Digits of SSN, or other Unique Identifier: _____

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: _____

Total Number of Hours Worked for Covered Employer During Reporting Period: _____

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

I certify under the pains and penalties of perjury that I have personal knowledge of matters asserted herein or that I am readily familiar with, and have reviewed, the books and records of the covered employer, and that to the best of my knowledge and belief the foregoing is true and correct. I understand that the covered employer may be asked to provide reasonable backup documentation, which shall be provided upon request.

Authorized Representative: _____ Date: _____

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

\$20.62/hr

WHEN

employer *provides* employer assisted health insurance

\$22.91/hr

WHEN

employer *does not provide* employer assisted health insurance

and 12 days of paid time off per year*

*Subject to proration per B.C.O. Sec. 21-82(c)

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

COVERAGE

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

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

ENFORCEMENT

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

ADDITIONAL INFORMATION

To obtain additional information about your rights and responsibilities under the LWO, visit the **LWO Webpage** (<https://www.burlingtonvt.gov/212/Livable-Wage-Ordinance>) or call 802-865-7000, option 1 (Office of the Clerk/Treasurer).

Livable Wage July 1, 2026 - June 30, 2027

Effective July 1, 2026

TERMS and CONDITIONS

1. These Terms and Conditions, together with the purchase order and/or contract issued by the Burlington Electric Department's (B.E.D.) Purchasing Office, constitute the entire agreement between B.E.D. and the supplier/contractor. Any modification to said agreement shall be submitted in writing by the party seeking said modification, to the other party. Said modification shall be agreed upon in writing by both parties in order for it to be enforceable. Absent said written modification, this form and said purchase order shall exclusively control the terms of the agreement between the parties.
2. Except as herein provided, no purchases ordered by unauthorized individuals shall be enforceable against B.E.D. Only individuals expressly designated as those vested with the authority to purchase on behalf of B.E.D. shall be considered persons possessing binding purchasing authority. Agreements entered into with unauthorized individuals shall be void and B.E.D. shall not be liable for any such unauthorized agreements.
3. Sellers, suppliers and contractors shall not assign, delegate, transfer, convey, sublet, or otherwise dispose of their rights, titles, interests or obligations under this contract, or their power to execute such contract to any other person, firm or corporation, without the previous written consent of B.E.D.'s Purchasing Office.
4. The parties to this agreement hereby agree that this contract is subject to the laws of the State of Vermont. The parties to this agreement further agree that Vermont's version of the Uniform Commercial Code, found in Title 9A of Vermont Statutes Annotated, shall apply.
5. B.E.D. may return any materials which are defective, unsatisfactory, or of inferior quality or workmanship, or fail to meet specifications or other requirements of this order.
6. B.E.D. reserves the right to cancel this order if goods are not shipped as directed. B.E.D. reserves the right to terminate its obligations under this order or any part hereof if any delivery/awarded service is not made in the time provided or, if no time is specified, within a reasonable time or if the material that is delivered/service provided is not as specified.
7. Seller shall ship in accordance with any instructions from B.E.D. and the requirements of common carriers to secure the lowest transportation costs. No shipments are to be made C.O.D., nor shall any such shipments be accepted. When goods or materials are shipped F.O.B. point of shipment, all freight charges are to be PREPAID by the Seller and added to the invoice total. An original copy of paid express or freight bill shall be attached to the invoice.
8. Seller shall furnish a packing slip with all shipments showing the purchase order number, seller name, catalog numbers, quantities (including back orders) and a full description of materials shipped.
9. Contractor shall furnish current Certificate of Insurance as outlined by B.E.D.'s Insurance Requirement Contractor's Order, a copy of which will be provided by B.E.D.'s Purchasing Office to the Seller. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Seller shall be liable for any and/or all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of work assigned/related to the awarded contract.
10. The contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of, and compliance with, the requirements of the "Dig Safe" program (30 V.S.A. §7001 et seq. and Vermont P.S.B. Rule 3.800). Contractor is responsible for working around existing utilities and agrees to indemnify and hold B.E.D. harmless for any damages to such utilities except for such damages whose sole proximate cause is due to negligence by B.E.D.
11. Seller shall follow all B.E.D. Safety Rules, a copy of which shall be provided, as well as follow good utility practices on details not covered in specification documents with preference given to B.E.D. Standard practices if suitable. Seller is responsible for following all applicable EPA/VOSHA/OSHA/NESC and NEC rules and regulations.
12. When the contract is awarded to provide services, the cost of service shall be a fixed fee or a time and material basis with a Not To Exceed amount. Expenses shall be billed at cost unless otherwise specified on the awarded contract. Seller shall furnish an invoice detailing Purchase Order number, scope of work, mileage and other expenses. If the contract is awarded on a time and material basis, the invoice shall also include dates worked, name of personnel, number of labor hours worked (traveled if chargeable), rate per hour and total labor, equipment rental hours and rates and materials. Seller shall be responsible to obtain all necessary permits and copies shall be furnished with each invoice. Seller shall also furnish documentation of all reimbursable expenses with each invoice.
13. Unless otherwise specified, payments shall be made on partial deliveries accepted by B.E.D. when the amount due on such deliveries so warrants. Progressive billing for services rendered shall be accepted unless fixed fee is quoted. Where there is a question of non-performance involved, payment in whole or part against which to charge back any adjustment required, shall be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive B.E.D. from taking such discount.
14. In accordance with city regulations, invoices for completed purchase orders must be received by B.E.D.'s Accounts Payable by the 27th of each month to assure payment by approximately the 15th of the following month. Invoices received after that date shall be carried forward to the following month.
15. **All invoices shall be mailed to the ATTENTION of B.E.D.'s Accounts Payable.** Inquiries regarding the status of unpaid invoices shall likewise be directed to B.E.D.'s Accounts Payable.