

INVITATION FOR BIDS

City of Burlington, Vermont

Department of Parks, Recreation and Waterfront



Greenway Rehabilitation Phase 3b South

Issued: April 23, 2021

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INVITATION FOR BIDS

The City of Burlington Department of Parks, Recreation and Waterfront (“City”) is seeking bids for the Burlington Greenway Phase 3b South as part of the Burlington Greenway Rehabilitation. Sealed bids from pre-qualified contractors will be accepted until **1:00 p.m. on May 18, 2021**, electronically to Jon Adams-Kollitz for construction of the project hereinafter described. Bid opening will occur immediately after the bid submittal deadline via zoom webinar. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

Submitted BIDS are due electronically ONLY and shall be contain in the email subject line: ***“Burlington Greenway Phase 3b South”***.

Each BID must be accompanied by a scan of a certified check payable to the City of Burlington for five percent (5%) of the total amount of the BID. A BID bond may be used in lieu of a certified check.

This contract is subject to the Burlington Pre-Qualification of Construction Contractors, the Burlington Livable Wage Ordinance, the Burlington Union Deterrence Ordinance, and the Burlington Outsourcing Ordinance. No bid will be accepted without signed certificates of compliance with listed ordinances and a filled-out Pre-Qualification of Construction Contractors Application.

No proposal will be considered accepted until all necessary City authorizations, including Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

LOCATION: The Project is located on the existing Burlington Greenway within Oakledge Park, between Flynn Avenue and Austin Drive in the City of Burlington, Vermont.

TYPE OF CONSTRUCTION: This project involves reconstruction and widening of the Burlington Bike Path, including removal of the existing pavement, excavation and replacement of the subbase, repaving the surface, construction of plazas, construction of stone retaining walls, and incidental construction items.

CONSTRUCTION CONTRACT START DATE: Expected the week of May 25th, 2021.

CONTRACT COMPLETION DATE: The Contract shall be completed on or before **November 19, 2021**. Work continued after **November 19, 2021** shall be subject to accrue liquidated damages as set forth by the GENERAL and SPECIAL PROVISIONS.

COST OF PLANS: Electronic plans are available free of charge on the City of Burlington's RFP website <http://www.burlingtonvt.gov/RFP> or per request to the Municipal Project Manager (MPM) Jon Adams-Kollitz by email request or phone:

Jon Adams-Kollitz, Parks Project Coordinator, 802-233-1168

jadamskollitz@burlingtonvt.gov

ENGINEERS ESTIMATE: The Engineers Estimate of the base bid for this Proposal is between \$750,00.00 - \$1,000,000.00.

PLANS, SPECIFICATIONS AND BID DOCUMENTS ARE ONLY AVAILABLE ELECTRONICALLY FROM THE MUNICIPAL PROJECT MANAGER.

MANDATORY PRE-BID ZOOM CONFERENCE: A mandatory pre-bid conference will be held via Zoom on April 30, 2021 at 1:00 p.m. Bidders can join the Zoom conference via this link:

Time: Apr 30, 2021 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82311606901?pwd=YW5URUJsMjJNNVpMa2FnQzNMMmQ4QT09>

Meeting ID: 823 1160 6901

Passcode: 108721

Find your local number: <https://us02web.zoom.us/j/kcY5g39paT>

BID OPENING ZOOM CONFERENCE: A bid opening conference will be held via Zoom on May 18th, 2021 at 1:30 p.m. Bidders can join the Zoom conference via this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/81617385312?pwd=cDBDWVZaUWVfY29wODlnUXJBVDdIZz09>

Meeting ID: 816 1738 5312

Passcode: 693347

Find your local number: <https://us02web.zoom.us/j/kGag1GJ0S>

STANDARD SPECIFICATIONS: The construction work performed by the selected contractor is subject to the VTrans 2018 STANDARD SPECIFICATIONS FOR CONSTRUCTION and with current special provisions, as modified by general special provisions.

QUESTIONS, REVISIONS, & ADDENDUM: During the advertisement phase of this project all questions shall be addressed solely to the MPM.

All questions must be submitted on or before May 5, 2021. Questions received after this time may not be answered. Any revisions, addendums and answers to questions received by the due date for questions will be sent to bidders who received this Invitation via email. In addition,

revisions will be posted on the City's RFP web page <http://burlingtonvt.gov/RFP/>. It is the responsibility of the bidder to ensure that a valid email is submitted to the plan distributor to the contact information above. It is recommended that bidders submit secondary contact information. The bidder shall acknowledge receipt of all addenda in the bid form. Failure to acknowledge the receipt of addenda may result in disqualification of the bid.

PREQUALIFICATION OF CONTRACTORS: All bidders on this project shall be prequalified by the Vermont Agency of Transportation (VTrans) in the Bicycle and Pedestrian Path category, and by the City of Burlington.

For City of Burlington, prequalification shall be submitted by interested Bidders a minimum of 5 days before the Bid Due Date unless they are already qualified with the City of Burlington under a prior project. A Prequalification Application is included with these Bid Documents. Please contact the MPM for questions.

For VTrans qualification questions, please contact VTrans Contract Administrator Jon Winter at 802-622-1277.

WEEKLY CONSTRUCTION PROGRESS MEETINGS: The general contractor foreman shall attend weekly construction progress meetings with City representatives. The design team and construction subcontractors shall be involved in these meetings as necessary and requested. The general contractor shall prepare an updated construction schedule documenting the upcoming construction activities. The City or their Resident Engineer shall be responsible for securing a meeting location and preparing all meeting materials, notes, and action items.

INSTRUCTIONS TO BIDDERS

1. Bid Preparation and Submission

- a. Bidders are expected to examine the specifications, drawings, all instructions and, the construction site. Failure to do so will be at the bidder's risk.
- b. All bids must be submitted on the forms provided by the municipality. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidders name typed or printed and scanned on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of the agent's authority. (Bidders should retain a copy of their bid for their own records.)
- c. All bid documents shall be electronically submitted with the subject: "BURLINGTON GREENWAY PHASE 3b South," the Invitation for Bids (IFB) number (if applicable), the Project and any other identifying number, the bidder's name, and the date and time for receipt of bids.
- d. This solicitation requires bidding on all items, failure to do so will disqualify the bid.
- e. Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- f. Unless expressly authorized elsewhere in this solicitation, bids submitted by facsimile (fax) machines, or manually via mail or drop off will not be considered.
- g. Prices in the Bid Proposal Form must be typed in or printed and scanned in both words and figures indicating the unit price for each respective bid item. The bid total shall also be entered in words and figures.
- h. In case of a discrepancy between a unit price written in words and one entered in figures, the price written in words shall govern.
- i. In the event of a discrepancy between a unit price and the calculated extension, the product based on the unit price bid and the mathematically correct summation of the products shall govern.
- j. In case of discrepancy between the bid total written in words and that entered as a figure, the adjusted figure shall govern.
- k. Bidders must attend the Pre-Bid Zoom Meeting; failure to do so will disqualify the bid.
- l. The estimated quantities are not guaranteed and can be adjusted based on the provisions and the specifications of the contract documents as needed during the project, but are given as a

bases for the comparison of the bids.

2. Explanation and Interpretation to Prospective Bidders

- a Any prospective bidder desiring an explanation or interpretation of the solicitation, specification, drawings, etc., must request it electronically by the date listed for questions in the Invitation for Bids. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided, except for at the Pre-Bid Zoom Conference Call. Any information given to a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written addendum to the solicitation, if that information is necessary in submitting bids, or if lack of it would be prejudicial to other prospective bidders.
- b Any information obtained by, or provided to, a bidder other than by formal addendum to the solicitation shall not constitute a change to the solicitation.

3. Addendum to Invitation for Bids

- a If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b Bidders shall acknowledge receipt of any addendum to this solicitation by identifying the addendum number and date on the bid form. Bids which fail to acknowledge the bidder's receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the municipality's requirements.
- c Addenda will be on file with the Municipality at least 5 days before the bid opening.

4. Responsibility of Prospective Contractor

- a Contractors shall also be pre-qualified with the City of Burlington. Applications for pre-qualification are included in the appendix documents and shall be submitted 5 working days prior to the bid opening. Pre-qualification applications for this project shall be submitted to Jon Adams-Kollitz, Parks Project Coordinator, 802-233-1168. jadamskollitz@burlingtonvt.gov.
- b Contractors shall provide a 5-year work history with the BID.
- c The Method of Measurement and Basis of Payment for all contract items shall follow the VTrans 2018 Standard Specification for Construction, unless modified in these Contract Documents.
- d If a bidder submits a unit bid price of zero for any bid item, the bid will be declared informal.
- e A bidder may submit a unit bid price that is obviously below the cost of the item. If the

Municipality awards and enters into a contract with a Bidder that has submitted a unit bid price that is obviously below cost, the contractor shall be obligated to perform the work under such item as indicated in the contract documents and/or as directed by the Engineer.

- f. When Optional Bid Items are indicated in the proposal bidders shall bid on only one pay item in each group of options, leaving the other pay items in the group without a bid price. If a bidder enters more than one-unit price bid in a group of options, only the lowest total price will be considered as the basis of calculation for determining the low bidder and used in the contract.
- g. When “Alternate Bid Items” are indicated in the Proposal bidders must bid on all pay items in each set of “Alternate Bid Items”. Failure to bid on all of the “Alternate Bid Items” in the proposal may result in rejection of the bid.
- h. Contractor shall carry consistent unit pricing for item numbers that appear in both the base bid and ADD alternates where the ADD alternate work is performed concurrently with work in the base bid. Should a discrepancy exist between the unit cost of the two items, the value in the base bid shall be used when determining the contract amount in the Notice of Award. The exception to consistent unit pricing between the Base Bid and Add Alternates is any LUMP SUM items may have unique unit pricing.
- i. When it is indicated in the contract documents that payment or costs of work and/or materials are incidental to one or more other contract items (but not to specific other items), such costs shall be included by the bidder in the price bid for all other contract items.
- j. When the Bid Proposal Form for a contract contains one or more pay items which have a specified quantity and a unit price and total price entered, the Municipality has set a unit price in the event that such item is used. If such item is determined to be needed by the Engineer, the work will be performed by the contractor according to the contract documents at the unit price listed.

5. Errors and/or Inconsistencies in Contract Documents

- a. By submitting a bid, a prospective bidder/contractor certifies that it shall assert no claim, cause of action, litigation, or defense against the Municipality unless notice was provided to the Municipality in writing of any error or inconsistency found in the plans, proposal, specifications, and/or contract documents immediately upon discovery of such error or inconsistency.

6. Availability of Lands for Work, Etc.

- a. The lands upon which the Work is to be performed, rights of way and easement for access thereto and other lands designated for use by the contractor in performing the Work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by the Contractor.

Easements for permanent structures or permanent changes in the existing facilities are to be obtained and paid for by the Municipality unless otherwise provided for in the contract documents.

7. Familiarity with Laws, Ordinances and Regulations

- a. By submitting a bid an entity certifies that it is familiar with all Federal, State and local laws, ordinances and regulations which affect in any way the materials, equipment, haul roads used in or upon the work, the conduct of the work, and the persons engaged or employed in the performance of the work to be performed pursuant to the contract.
- b. By submitting a bid an entity certifies that it shall forthwith report in writing to the Municipality any provision in the plans, proposal, specifications or proposed contract that the bidder/contractor believes is in conflict with or inconsistent with any Federal, State or local law, ordinance, or regulation.
- c. By submitting a bid a prospective Bidder certifies that if, during its investigation of the work in the process of preparing its bid, it discovers or encounters subsurface or latent physical conditions at a project site differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, it shall notify in writing the Municipality of the specific differing conditions immediately upon discovering or encountering the differing site conditions.
- d. An entity further certifies that if it fails to notify the Municipality of any differing site conditions as described above, it shall waive any and all rights that it might have to additional compensation from the Municipality for additional work as a result of the differing site conditions and that it shall not bring a claim for additional compensation because of differing site conditions.
- e. By submitting a bid, a prospective bidder/contractor certifies that no claim or defense of ignorance or misunderstanding concerning Federal, State or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the Municipality in claims, litigation, alternative dispute resolution procedures, or other matters concerning the contract for which the bid is submitted.
- f. Prequalification of Construction Contractors. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE V - Prequalification of Construction Contractors, Sec. 21-67 through Sec. 21-78. For all projects where, total project cost is one hundred thousand dollars (\$100,000.00) or more.
- g. City Livable Wages Ordinance. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE VI - LIVABLE WAGES, Sec. 21-80 through Sec. 21-87. For any contractor that has a service contract(s) 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. Livable wage rates will change as of July 1. Contractor and all subs

will need to meet conditions of that change under this contract. Any change in the Livable Wage Rates that is more than \$0.05 increase will be eligible for consideration of a change order to compensate for the revised rates. Any employees paid at a livable wage rate must continue to be paid at the higher of the livable wage rates should the rate change throughout the contract.

- h. City Outsourcing Ordinance. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE VII - OUTSOURCING, Sec. 21-90 through Sec. 21-94. For 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.
- i. City Union Deterrence Ordinance. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE VIII – UNION DETERRENCE, Sec. 21-100 through Sec. 21-103. For 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.
- j. Erosion Prevention and Sediment Control Plan. As defined by CHAPTER 26 WASTEWATER, STORMWATER, AND POLLUTION CONTROL - ARTICLE III. STORMWATER AND EROSION CONTROL, Sec 96-160. Contractor shall be responsible for filing a Small Project Erosion Control Plan and maintaining practices identified in the approved plan.
- k. Excavations and Obstructions. As defined by Chapter 27 STREETS AND SIDEWALKS - ARTICLE II. EXCAVATIONS AND OBSTRUCTIONS, Sec 29-62. The Contactor shall be responsible to obtaining a no-charge permit for all locations identified in the Contract Documents where pavement and excavation is disturbed within the right-of-way.

8. Late Submissions, Modifications, and Withdrawal of Bids

- a. Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a.) of this provision.
- c. The only acceptable evidence to establish the time of receipt at the Municipality is the time/date stamp of the emailed bid submission, or other documentary evidence of receipt maintained by the municipality.
- d. Bids may be withdrawn by email, at any time before the exact time set for opening of bids: provided that the email is timestamped before the bid opening.

9. Bid Opening

- a All bids received by the date and time specified in the solicitation will be publicly opened via webinar Zoom meeting and total bid amounts read aloud. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may participate by requesting access from the City. In the event of unforeseen circumstances (severe weather, etc.) the Municipality reserves the right to postpone the reading of the bids for that contract. All bids for a contract will be opened at the same time and location at a later date.

10. Rejection of Proposals

- a A Proposal may be declared “Informal” and hence rejected if it shows any alteration of form, omissions, or additions not called for in the proposal, lacks proper signatures, is a conditional bid, has alternate bids unless required in the proposal, has irregularities of any kind, has changes to the printed content, is submitted on a form not furnished by the Municipality, is incomplete, fails to acknowledge receipt of one or more addendums, or includes a clause in which the bidder reserves a right to accept or reject the contract award.
- b A proposal may be rejected at the time of bid opening or following analysis to confirm the proposal.
- c If the bids received in response to this solicitation exceed the municipality’s available funding for the proposed work the municipality may reject the bid(s).
- d The Municipality may reject all bids when deemed to be in the City’s best interest.
- e The Municipality may reject an otherwise lowest bid when it is determined that another bid is more advantageous to the City.
- f The Municipality may reject a bid not accompanied by any required bid security or by other data required by the bid documents.
- g The Municipality may reject a bid which is in any way incomplete, irregular, amplified or qualified or otherwise not in compliance with bid documents in all material respects or reasonable interpretation thereof.
- h The Municipality may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals if the municipality determines that the best interests of the Municipality, or the awarding authority, will be served.
- i Bids which fail to acknowledge the bidder’s receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the Municipality’s requirements.
- j The Municipality will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its MPM. Proposals in which bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the

Municipality. For purposes of this subsection “mathematically unbalanced bid” and “materially unbalanced bid” shall have the same meaning as in Title 23 Code of Federal Regulations (CFR) Part 635 – Construction and Maintenance, available for viewing at the following link: <https://www.ecfr.gov/cgi-bin/text-idx?SID=ed963b850d9d1f55928182b321424963&mc=true&node=pt23.1.635&rgn=div5>

- k. Prospective bidders may be disqualified for various reasons including (a) Submission of more than one proposal for the same work by an entity under the same or different names, (b) Evidence of collusion among bidders, or (c) Any other cause for suspension or debarment as detailed in the VTrans’ policy and Procedures on Debarment, Code of Vermont Rules (CVR), Volume 8A, 14 010 004, pages 1-10, available for viewing at the following link: <https://advance.lexis.com/documentpage/?pdmfid=1000516&crd=9eb9f46c-bd0f-4011-85bc-52c75678c36c&title=14+010+004.+Policy+and+Procedures+for+Debarment&populated=false&haschil dren=&level=4&nodepath=%2FROOT%2FAAJ%2FAAJAAB%2FAAJAABAAE%2FAAJAABAAEA AB&nodeid=AAJAABAAEAAB&config=00JAA3YmIxY2M5OC0zYmJjLTQ4ZjMtYjY3Yi02ODZh MTViYWUzMmEKAFBvZENhdGFsb2dfKuGXoJFNHkuKZG9Oqaal&pddocfullpath=%2Fshar ed%2 Fdocument%2Fadministrative-codes%2Furn%3AcontentItem%3A5WS0-FPD1-FGRY-B0BN-00008- 00&ecomp=h3t7kkk&prid=990be612-8d8b-47d1-a708-b8ab130c9465>
- l. 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 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.

11. Contract Award

- a. To ensure a high level of construction quality, maximize the bike path’s lifespan, and minimize maintenance and repairs on the Burlington Greenway, the Municipality will use an evaluation matrix to score all proposals submitted within the Greenway Phase 3b South Construction bid process.
- b. The Municipality WILL NOT be required to accept the low bid. The following outlines additional content that will be REQUIRED as part of all bid proposals, including a Qualifications Detail, Technical Proposal, and Cost Proposal.
- c. Qualifications Detail consisting of:
 1. Cover letter including statement of understanding & approach to this project;
 2. Proposed Project Team Members: A description of the team composition, areas of expertise, and role of each sub-contractor on the team. Clearly indicate the applicant’s designated project manager as well as sub-contractors who will be assigned to the work and their respective expertise in such work;
 3. Specific Project Experience: Descriptions detailing completed, similar or relevant project experience that the applicant has executed. Links to similar or relevant projects are encouraged;
 4. List of References: Provide a minimum of three client references with which the applicant has provided similar design/bid/build services within the last five years. Include the name

and telephone number of the contact person and a description of the role and services provided to that contact.

d. Technical Proposal consisting of:

1. A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the contract documents, and any insights into the project gained as a result of developing the proposal;
2. A scope of work that includes steps to be taken, including any products or deliverables;
3. A summary that clearly identifies the percentage of work to be completed by the prime contractor and each sub-contractor;
4. A proposed schedule that indicates project milestones and overall time for completion;

e. Cost Proposal consisting of:

1. Cost proposal to be submitted per the contract documents.

EVALUATION CRITERIA

In compliance with the City of Burlington's Procurement Policy, BPRW will evaluate all complete proposals from qualified Contractors on the following criteria. Contractors will be scored up to a maximum of 100 points based on the following evaluation criteria:

BPRW BID EVALUATION CRITERIA

Project: Burlington Bike Path Phase 3b South Construction

1	- Competitive Cost Proposal & Value	25 points
2	- Qualifications	15 points
3	- Ability to Meet Schedule	10 points
4	- Project Understanding	10 points
5	- Depth of Skills	10 points
6	- Demonstration of Innovation	10 points
7	- Level of Experience	10 points
8	- Quality, Clarity & Completeness of Proposal	<u>10 points</u>
Total Points		100 points

- f. Opened proposals will be considered and submitted bids confirmed on the basis of the summation of the products of the quantities shown in each proposal's Bid Proposal Form multiplied by the unit prices bid. In the event of a discrepancy see clarification of sums under Instruction for Bidders.
- g. Prior to signing a construction contract, the successful bidder must submit a current Certificate of Good Standing from the Vermont Secretary of State's office.

13. Bid Guarantee

- a. All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the State of Vermont. Certified checks and bank drafts must be made payable to the order of the municipality. The bid guarantee shall insure the execution of the contract and the furnishing of a method of

assurance of completion by the successful bidder as required by the solicitation. **Failure to submit a bid guarantee with the bid shall result in rejection of the bid.** Proposal guarantees of the two lowest bidders that have submitted proposals that comply with all the provisions required to render them formal will be retained until the contract and bonds have been signed by all parties. Bid guarantees submitted by the remaining unsuccessful bidders will be returned as soon as practicable after bid opening. Should no award be made within forty-five calendar days following the opening of bids, forty-six if the forty-fifth day is a state holiday, all proposals may be rejected and all guarantees may be returned.

14. Contract Bonds

- a. A successful bidder entering into a contract for any portion of the work included in a proposal shall provide the Municipality sufficient surety in the form of; 1) a labor and materials bond, and 2) a compliance bond, both as required by 19 V.S.A. Section 10(8) and (9).
- b. Each bond shall be in a sum equal to one hundred percent (100%) of the contract awarded.
- c. The labor and materials bond shall guarantee the payment in full of all bills and accounts for materials and labor used in the work as well as other obligations incurred in carrying out the terms of the contract.
- d. The compliance bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract.
- e. The form of the bond shall be that provided by the Municipality, and the surety shall be acceptable to the State. The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

15. Signing the Contract

- a. No proposal will be considered accepted until all necessary City authorizations, including Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.
- b. The entity to which the Contract has been awarded shall sign the contract documents and return them to the Municipality within 15 calendar days from the date of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.
- c. Failure to comply with any of the requirements of these provisions relative to signing the contract or failure to furnish the required surety within fifteen (15) calendar days after notice of award shall be just cause for the annulment of the award or of the contract and/or forfeiture of the proposal guarantee/bid bond. Further, if the award or the contract is annulled, or if the contract is not awarded due to in (action) of the lowest responsible bidder that has submitted a proposal that complies with all the provisions required to make it formal, the proposal guaranty accompanying the proposal shall become the property of the Municipality, not as a penalty but as liquidated damages.

- d. If the award or the contract is annulled, the Municipality may award the contract to the next lowest responsible bidder that has submitted a proposal that complies with all the provisions required to make it formal or advertise a new request for bids for the contract(s).
- e. Failure by the contractor to sign the contract within the time provided by this Subsection shall not be reason for an extension of the contract completion date.

16. Taxes and Insurance Requirements

- a. The City of Burlington is exempt from the Vermont Sales Tax for all purchases and materials, and will provide a copy of its Exemption Certificate to the Contractor after the bid has been awarded.

17. Prompt Pay Compliance

- a. Vermont's Prompt Pay Statute requires payment from primes to subs within 7 days of primes receiving payment. Vermont State Statutes, Commerce and Trade, T.9§4003 provides: "Notwithstanding any contrary agreement, when a subcontractor has performed in accordance with the provisions of its contract, a contractor shall pay a subcontractor, and each subcontractor shall in turn pay its subcontractors, the full or proportional amount received for each such subcontractor's work and materials based on work completed or service provided under the subcontractor, seven days after receipt of each progress or final payment or seven days after receipt of the subcontractor's invoice, whichever is later."

18. Preconstruction Conference

- a. After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the Municipality, its Resident Engineer, and other interested parties convened by the Municipality. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The municipality will provide the successful bidder with the date, time and place of the conference. Note: If the specific material testing and certification requirements are not included elsewhere in the contract documents, they will be provided to the contractor at the preconstruction conference.

19. Waste Borrow and Staging Areas

- a. The opening and use of off-site waste, borrow and staging areas shall follow the provisions of Section 105.25 of the VTrans Standard Specifications for Construction, 2018 Edition.
- b. The Contractor and/or property owner shall obtain all necessary permits and clearances prior to using off site waste, borrow or staging areas. In addition, all off site waste, borrow and staging areas must be reviewed and approved by the VTrans Environmental Section prior to use. Application should be made at least 21 calendar days prior to planned utilization.

20. Disadvantaged Business Enterprise (DBE) Requirements

- a. There are no mandatory Contract goals for DBE compliance on this project. Bidders are

advised, however, that a list of Subcontractors and approximate Contract Values will be required as part of the fully executed Contract for the successful Bidder as a means of evaluating DBE participation.

21. Indemnification

The CONTRACTOR will indemnify and hold harmless the OWNER, the ENGINEER, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER, or the ENGINEER, or one or more of their agents or employees, by an employee of the CONTRACTOR, or SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

22. Contract Change Orders

All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the CONTRACT, must be authorized by means of a written CONTRACT Change Order which is mutually agreed to by the OWNER and CONTRACTOR. The CONTRACT Change Order will include extra WORK, WORK for which quantities have been altered from those shown in the BID Schedule, as well as decreases or increases in the quantities of installed units which are different from those shown in the BID Schedule because of final measurements. All changes must be recorded on a CONTRACT Change Order (which form is part of these CONTRACT Documents) and fully executed before they can be included in a partial payment estimate. Changes for WORK, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

When the Contract sum is, in whole or in part, based on unit prices, the OWNER reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the WORK contemplated by this CONTRACTOR. Overhead and Profit (OHP) will not be included in a unit quantity Change Order.

The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment to determine a mutually acceptable unit price as follows.

The unit price may be re-evaluated and adjusted under the following conditions:

- a. If the variation in the quantity of a particular item of Unit Price Work performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement
- b. If there is no corresponding adjustment with respect to any other item of Work; and
- c. If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price.

Either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

In addition, there may be added an amount to be agreed upon to cover the cost of general overhead and profit (OHP). The markup for OHP by the General CONTRACTOR may not exceed 10% if the General CONTRACTOR executes the WORK. If a SUBCONTRACTOR executes the WORK, the SUBCONTRACTOR's OHP may not exceed 10% of the cost of the actual WORK, and the General CONTRACTOR may not apply for more than a 5% markup for OHP on the actual WORK (not including the SUBCONTRACTOR's OHP).

In the event that a unit cost cannot be agreed upon, or when Extra Work is requested at the direction of the Owner or Engineer the following shall be used to determine said unit cost. Any additional costs for Public Liability Insurance and Property Damage Insurance that are required in the Contract will be allowed and reimbursed at the actual cost to the Contractor.

- a. Labor. For all machine or equipment operators, other workers, and supervisors in direct charge of the specific operation, the Contractor shall receive the actual wages agreed upon before beginning the work and were paid to the workers performing the work, to which shall be added an amount equal to **10** percent for profit. If the Contractor elects to use employee(s) more skilled than required to perform the extra work, the Agency reserves the right to allow compensation for said employee(s) to be capped at 125% of the applicable Davis-Bacon wage rate of the base skill level required to perform the work.

Workers Compensation Insurance, Unemployment Compensation Insurance, and Social Security charges on labor items as paid by the Contractor will be allowed. Other employee insurances (health, disability, e.g.) being paid by the Contractor just prior to the work being ordered will also be allowed, provided the Contractor submits an applicable notarized insurance rate schedule from its insurance agent. The Contractor shall submit an Agency form indicating all applicable insurances and overhead items for each employee involved in the extra work.

The Contractor will be allowed an additional **10%** of the actual wages paid to the employee as compensation for administration charges and any other additional costs. Additional cost or charge for the Superintendent shall not be allowed.

- b. Materials. The Contractor shall receive the actual cost including freight charges (both as submitted on original receipted bills) for all materials furnished and used. **Ten** percent shall be added thereto for overhead, profit and any other costs incurred in supplying the materials. Vermont sales tax shall not be included.
- c. Equipment. The Contractor will be reimbursed as described below.

Equipment that is used shall be specifically described by year, manufacturer, model number, and any other information required to identify the appropriate hourly rate in the Rental Rate Blue Book published by Equipment Watch (“Blue Book”). In the event the Contractor elects to use equipment of a higher rental value than equipment suitable for the work, payment will be made at the rate applicable to suitable equipment.

i. Contractor Owned Equipment.

- 1. Ownership Costs. The Contractor will be reimbursed for its ownership costs for self-owned equipment at the rates agreed to before the work begins. These rates shall be on an hourly basis and shall not exceed the monthly ownership rates listed in the current Blue Book divided by 176. The rates will be adjusted for depreciation as computed and published in the Blue Book rate adjustment tables, but will not be adjusted as recommended on the

Blue Book regional adjustment maps. The rates for ownership costs will be total reimbursement to the Contractor for all non-operating costs of the equipment, including depreciation, insurance, taxes, interest, storage, overhead, repairs, and profit. The maximum duration for reimbursement in a day shall not exceed eight hours unless the equipment actually is operated for more than eight hours on a particular day, in which case the rate shall be paid for all hours the equipment actually worked on that day.

- 2. Operating Costs. The rates for operating costs include fuel, lubricants, other operating expendables, and preventative and field maintenance. The Contractor will be reimbursed the amount derived as the product of the number of hours of actual use multiplied by the Blue Book estimated operating cost per hour. Operating costs do not apply to equipment idle time. Operating costs do not include the operators’ wages. Except as otherwise provided, the rates to be used for computation shall be those in effect at the time the force account work is performed as reflected in the applicable publication of the Blue Book.
- 3. In the event that an ownership cost rate and/or an operating cost rate is not established in the Blue Book for a particular piece of equipment, the Engineer shall establish a rate(s) for that piece of equipment consistent with its costs and expected life. The Contractor shall make no charge for small tools that are considered as having a replacement value of less than \$500.

- ii. Rented Equipment. In the event the Contractor does not own a specific type of equipment and must rent, the Contractor will be reimbursed the actual cost for the equipment, as submitted by invoice, for the time that the equipment is used to accomplish the work. Vermont sales tax shall not be included. The Agency reserves the right to limit the hourly rate to the maximum amount allowed by Blue Book in the event that the prime contractor is a subsidiary of, or has a close affiliation to, the firm supplying the rented equipment.
 - iii. Maximum Amount Payable. The maximum amount of reimbursement for the ownership cost of Contractor owned equipment or the rental cost of rented equipment is limited to the original purchase price of the equipment.
 - iv. Equipment Downtime. No rental cost or operating cost will be paid for downtime for either rented equipment or Contractor owned equipment.
 - v. Transportation Costs. The Contractor will be paid for the reasonable documented cost of transporting both Contractor owned and rented equipment to the work location and back to its original location or a new location if the cost is less.
- d. Subcontracted Work. The Contractor shall receive the actual cost, as submitted on original receipted bills, for all extra and force account work subcontracted to others. **10** percent shall be added thereto for overhead, profit and any other costs incurred to perform the subcontracted work. However, the Agency reserves the right to use the force account procedures as depicted previously in this subsection in the event that the cost of reimbursable subcontracted work is deemed excessive. The compensation as herein provided shall be received by the Contractor as payment in full for Extra Work done on a force account basis. The Contractor's representative and the Engineer shall compare records of Extra Work on a force account basis at the end of each day. Copies of these records shall be made on Agency forms provided for this purpose and shall be signed by both the Engineer and Contractor's representative. All requests for compensation for Extra Work done on a force account basis, including original receipted bills to verify cost and freight charges for all materials, shall be submitted to the Agency as soon as possible; however, if the required request, invoices, and other documentation are not filed before 90 days have lapsed following final acceptance of the project, the costs associated with such Extra and force account work shall not be reimbursable.

23. Contract Documents

Bidders are reminded to check the contents of this proposal against the table of contents. Documents listed under the Table of Contents are effective for this contract. In the event that you suspect or determine the Bid Documents are incomplete, notify the MPM.

BID PROPOSAL FORM

BURLINGTON GREENWAY PHASE 3b SOUTH

Proposal of _____ (hereinafter called Bidder), organized and existing under the laws of the State of Vermont doing business as

(a corporation, a partnership, of an individual)

to the City of Burlington, Vermont (hereinafter called Owner).

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

It is essential that all forms that require signature as part of the final Bid Submission be filled out and signed or the Bid itself will be invalid:

- ☐ Burlington's Livable Wages Ordinance Form - Appendix K
- ☐ Burlington's Union Deterrence Ordinance Form – Appendix K
- ☐ Burlington's Outsourcing Ordinance Form – Appendix K
- ☐ City of Burlington Contractor Prequalification – Appendix N

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is November 19, 2021.

Bidder acknowledges receipt of the following Addenda:

Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices.

Unqualified bids will not be accepted. The Total Base Bid is the basis for contract award. All unit prices for the same item description shall be the same unit cost, no matter whether the quantities are in the Base Bid or Add Alternate. The City shall determine whether to include the Add Alternate in the contract based on final bid results and local funding limits.

BASE BID – BASIS OF CONTRACT AWARD

Item Number	Item Description	Unit	Unit Price	Amount	Total Price
201.10	CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS	LS	\$	1	\$
	Unit Price in Words:				
201.15	REMOVING MEDIUM TREES	EA	\$	9	\$
	Unit Price in Words:				
203.15	COMMON EXCAVATION	CY	\$	1,950	\$
	Unit Price in Words:				
203.28	EXCAVATION OF SURFACES AND PAVEMENTS	CY	\$	250	\$
	Unit Price in Words:				
203.30	EARTH BORROW	CY	\$	10	\$
	Unit Price in Words:				
203.31	SAND BORROW	CY	\$	535	\$
	Unit Price in Words:				
204.20	TRENCH EXCAVATION OF EARTH	CY	\$	75	\$
	Unit Price in Words:				
204.25	STRUCTURE EXCAVATION	CY	\$	30	\$
	Unit Price in Words:				

BURLINGTON GREENWAY – PHASE 3b SOUTH

Item Number	Item Description	Unit	Unit Price	Amount	Total Price
204.30	GRANULAR BACKFILL FOR STRUCTURES	CY	\$	45	\$
	Unit Price in Words:				
210.10	COARSE-MILLING, BITUMINOUS PAVEMENT	SY	\$	30	\$
	Unit Price in Words:				
301.35	SUBBASE OF DENSE GRADED CRUSHED STONE (PERMEABLE BASE)	CY	\$	70	\$
	Unit Price in Words:				
301.35	SUBBASE OF DENSE GRADED CRUSHED STONE	CY	\$	1,375	\$
	Unit Price in Words:				
404.65	EMULSIFIED ASPHALT	CWT	\$	15	\$
	Unit Price in Words:				
406.25	MARSHALL BITUMINOUS CONCRETE PAVEMENT	TON	\$	580	\$
	Unit Price in Words:				
507.11	REINFORCING STEEL, LEVEL I	LB	\$	800	\$
	Unit Price in Words:				
541.25	CONCRETE, CLASS B	CY	\$	20	\$
	Unit Price in Words:				
601.2605	12" CPEP (SL)	LF	\$	45	\$
	Unit Price in Words:				
601.7005	12" CPEPES	EA	\$	2	\$
	Unit Price in Words:				

BURLINGTON GREENWAY – PHASE 3b SOUTH

Item Number	Item Description	Unit	Unit Price	Amount	Total Price
601.99	RELAYING PIPE CULVERTS (12" CPEP)	LF	\$	25	\$
	Unit Price in Words:				
605.10	UNDERDRAIN PIPE, 6 INCHES	LF	\$	162	\$
	Unit Price in Words:				
609.10	DUST CONTROL WITH WATER	MGAL	\$	180	\$
	Unit Price in Words:				
613.10	STONE FILL, TYPE I	CY	\$	15	\$
	Unit Price in Words:				
616.28	CAST IN PLACE CONCRETE CURB, TYPE B	LF	\$	220	\$
	Unit Price in Words:				
618.10	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SY	\$	405	\$
	Unit Price in Words:				
618.30	DETECTABLE WARNING SURFACE	SF	\$	80	\$
	Unit Price in Words:				
635.11	MOBILIZATION/DEMOBILIZATION	LS	\$	1	\$
	Unit Price in Words:				
641.10	TRAFFIC CONTROL	LS	\$	1	\$
	Unit Price in Words:				
646.201	4 INCH WHITE LINE, WATERBORNE PAINT	LF	\$	345	\$
	Unit Price in Words:				

BURLINGTON GREENWAY – PHASE 3b SOUTH

Item Number	Item Description	Unit	Unit Price	Amount	Total Price
646.2111	4 INCH YELLOW LINE, WATERBORNE PAINT	LF	\$	700	\$
	Unit Price in Words:				
646.301	LETTER OR SYMBOL, WATERBORNE PAINT	EA	\$	1	\$
	Unit Price in Words:				
649.11	GEOTEXTILE FOR ROADBED SEPARATOR	SY	\$	3,155	\$
	Unit Price in Words:				
651.15	SEED	LB	\$	620	\$
	Unit Price in Words:				
651.18	FERTILIZER	LB	\$	1,770	\$
	Unit Price in Words:				
651.20	AGRICULTURAL LIMESTONE	TON	\$	8	\$
	Unit Price in Words:				
651.35	TOPSOIL	CY	\$	1,500	\$
	Unit Price in Words:				
653.10	HAY MULCH	TON	\$	8	\$
	Unit Price in Words:				
653.20	ROLLED EROSION CONTROL PRODUCT, TYPE I	SY	\$	390	\$
	Unit Price in Words:				
653.475	SILT FENCE, TYPE I	LF	\$	370	\$
	Unit Price in Words:				

BURLINGTON GREENWAY – PHASE 3b SOUTH

Item Number	Item Description	Unit	Unit Price	Amount	Total Price
653.476	SILT FENCE, TYPE II	LF	\$	1,060	\$
	Unit Price in Words:				
653.50	BARRIER FENCE	LF	\$	1,200	\$
	Unit Price in Words:				
653.55	PROJECT DEMARCATION FENCE	LF	\$	3,810	\$
	Unit Price in Words:				
656.30	DECIDIOUS TREES (QUERCUS MACROCARPA)	EA	\$	6	\$
	Unit Price in Words:				
656.35	DECIDIOUS SHRUBS (CORNUS RACEMOSA)	EA	\$	8	\$
	Unit Price in Words:				
656.35	DECIDIOUS SHRUBS (ILEX GLABRA)	EA	\$	4	\$
	Unit Price in Words:				
656.35	DECIDIOUS SHRUBS (VIBURNUM DENTATUM)	EA	\$	6	\$
	Unit Price in Words:				
656.35	DECIDIOUS SHRUBS (CORNUS STOLONIFERA)	EA	\$	22	\$
	Unit Price in Words:				
656.41	PERENNIALS	EA	\$	129	\$
	Unit Price in Words:				
656.60	EROSION LOG	LF	\$	400	\$
	Unit Price in Words:				

BURLINGTON GREENWAY – PHASE 3b SOUTH

Item Number	Item Description	Unit	Unit Price	Amount	Total Price
656.65	LANDSCAPE WATERING	MGAL	\$	27	\$
	Unit Price in Words:				
656.80	LANDSCAPE BACKFILL, TRUCK MEASUREMENT	CY	\$	105	\$
	Unit Price in Words:				
675.20	TRAFFIC SIGNS, TYPE A	SF	\$	5.17	\$
	Unit Price in Words:				
675.341	SQUARE TUBE SIGN POST AND ANCHOR	LF	\$	25	\$
	Unit Price in Words:				
675.50	REMOVING SIGNS	EA	\$	7	\$
	Unit Price in Words:				
675.60	RESETTING SIGNS	EA	\$	3	\$
	Unit Price in Words:				
678.21	ELECTRICAL CONDUIT (1")(SCH 40)(PVC)	LF	\$	85	\$
	Unit Price in Words:				
678.21	ELECTRICAL CONDUIT (2")(SCH 40)(PVC)	LF	\$	180	\$
	Unit Price in Words:				
678.23	WIRED CONDUIT (1")(SCH 40)(PVC)	LF	\$	160	\$
	Unit Price in Words:				
678.26	JUNCTION BOX	EA	\$	1	\$
	Unit Price in Words:				

BURLINGTON GREENWAY – PHASE 3b SOUTH

Item Number	Item Description	Unit	Unit Price	Amount	Total Price
679.46	STREET LIGHT ASSEMBLY	EA	\$	2	\$
	Unit Price in Words:				
900.608	SPECIAL PROVISION (AGGREGATE FOR EPSC)	CY	\$	30	\$
	Unit Price in Words:				
900.608	SPECIAL PROVISION (STONE SCREENINGS)	CY	\$	160	\$
	Unit Price in Words:				
900.608	SPECIAL PROVISION (MANAGEMENT OF CLASS I SOILS)	CY	\$	130	\$
	Unit Price in Words:				
900.608	SPECIAL PROVISION (DISPOSAL OF CLASS I SOILS)	CY	\$	675	\$
	Unit Price in Words:				
900.608	SPECIAL PROVISION (MANAGEMENT OF CLASS II SOILS)	CY	\$	170	\$
	Unit Price in Words:				
900.608	SPECIAL PROVISION (DISPOSAL OF CLASS II SOILS)	CY	\$	1,125	\$
	Unit Price in Words:				
900.608	SPECIAL PROVISION (CONTAMINATED MEDIA)	CY	\$	20	\$
	Unit Price in Words:				
900.608	SPECIAL PROVISION (EXPOSED AGGREGATE CONCRETE)	CY	\$	55	\$
	Unit Price in Words:				
900.620	SPECIAL PROVISION (BIKE RACK)	EA	\$	19	\$
	Unit Price in Words:				

BURLINGTON GREENWAY – PHASE 3b SOUTH

Item Number	Item Description	Unit	Unit Price	Amount	Total Price
900.620	SPECIAL PROVISION (BIKE TUNING STATION)	EA	\$	1	\$
	Unit Price in Words:				
900.620	SPECIAL PROVISION (RELOCATE AND INSTALL BOULDER)	EA	\$	76	\$
	Unit Price in Words:				
900.620	SPECIAL PROVISION (FURNISH AND INSTALL BOULDER)	EA	\$	10	\$
	Unit Price in Words:				
900.620	SPECIAL PROVISION (LANDSCAPE BENCH)	EA	\$	3	\$
	Unit Price in Words:				
900.620	SPECIAL PROVISION (BURLINGTON GREENWAY SIGN – IDENTIFICATION SIGN)	EA	\$	2	\$
	Unit Price in Words:				
900.620	SPECIAL PROVISION (3'X3'X3' GABION BASKET WITH ROCK FILL)	EA	\$	8	\$
	Unit Price in Words:				
900.620	SPECIAL PROVISION (LIFE RING CABINET)	EA	\$	1	\$
	Unit Price in Words:				
900.645	SPECIAL PROVISION (BPRW LOGO)	LS	\$	1	\$
	Unit Price in Words:				
900.645	SPECIAL PROVISION (ROOT PRUNING AND TREE PROTECTION)	LS	\$	1	\$
	Unit Price in Words:				
900.670	SPECIAL PROVISION (PERMEABLE BRICK PAVERS)	SF	\$	1,710	\$
	Unit Price in Words:				

BURLINGTON GREENWAY – PHASE 3b SOUTH

Item Number	Item Description	Unit	Unit Price	Amount	Total Price
900.670	SPECIAL PROVISION (BOULDER RETAINING WALL)	SF	\$	500	\$
	Unit Price in Words:				

Total Base Bid in Numbers:

Total Base Bid in Words:

BID SCHEDULE – ADD ALTERNATE BID

Work Description: Burlington Bike Path Phase 3b South Rehabilitation – Add Alternate Construction to replace 2 existing bituminous paths leading to the Upper Pavilion.

Item Number	Item Description	Unit	Unit Price	Amount	Total Price
203.28	EXCAVATION OF SURFACES AND PAVEMENTS	CY	\$	10	\$
	Unit Price in Words:				
301.35	SUBBASE OF DENSE GRADED CRUSHED STONE	CY	\$	20	\$
	Unit Price in Words:				
404.65	EMULSIFIED ASHPALT	CWT	\$	1	\$
	Unit Price in Words:				
406.25	MARSHALL BITUMINOUS CONCRETE PAVEMENT	TON	\$	15	\$
	Unit Price in Words:				

Total Add Alternate Bid in Numbers:

Total Add Alternate Bid in Words:

BURLINGTON GREENWAY – PHASE 3b SOUTH

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

MFBM = thousand feet, board measure

The lowest responsive and responsible bidder will be determined by the Total Base Bid. The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Contractor

By

Title

Business Address

City

State

Date

ATTEST

CITY OF BURLINGTON
DRAFT CONSTRUCTION CONTRACT
Burlington Greenway Phase 3b South Project
(BIDDERS- FOR REFERENCE ONLY – DO NOT FILL OUT!)

This Construction Agreement (“Agreement”) is entered into by and between the City of Burlington, Vermont (“the City”), through its Department of Parks, Recreation and Waterfront (“DPRW”), and (“Contractor”), a Vermont corporation located at [_____]

Contractor and the City agree to the terms and conditions of this Agreement.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Agreement Documents”** means all the documents identified in Section 4 of this Agreement.
- B. “Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Contractor and “Parties” means the City and Contractor.
- D. “Project”** means the Burlington Greenway Phase 3b South Project.
- E. “Public Health Emergency”** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.
- F. “Public Health Emergency Plan” (“Plan”)** means the plan described in section 15.B. of this Agreement (Creation of Public Health Emergency Plan & Health and Safety Performance Standards), along with the specifications contained in the Agreement Documents as defined in Section 4 below.
- G. “Work”** means the services described in section 5 of this Agreement, along with the specifications contained in the Agreement Documents as defined in section 4 below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.

- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. Purpose.** The City seeks to employ the Contractor to remove and rebuilt the identified Phase 3b North of the Burlington Greenway.

3. EFFECTIVE DATE, TERM, AND TERMINATION

- A. Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Agreement and the Parties' respective performance shall commence on the Effective Date and expire on June 30, 2021 or upon the satisfaction of the City, unless sooner terminated as provided herein.

AGREEMENT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Agreement Documents:

Attachment A: Invitation to Bid
Attachment B: Instructions for Bidders
Attachment C: Bid Proposal Form
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Consultant's Certificate of Insurance
Attachment H: Notice of Award
Attachment I: Notice to Proceed
Attachment J: City of Burlington Prequalification Letter
Attachment K: Performance and Payment Bonds
Attachment L: City of Burlington Erosion Prevention and Sediment Control Application
Attachment M: Supplemental Safety Performance Standards for Public Health Emergencies
Attachment N: Contract Plans

Included by Reference:

VTrans 2018 Standard Specifications for Construction

VTrans 2018 General Special Provisions dated January 26, 2021

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

5. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Invitation to Bid) and C (Bid Proposal Form).

6. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Contractor for completion of the Work in accordance with Attachment C (Bid Proposal Form), aggregating approximately the sum of _____, and such other items, as are mentioned in the original Bid. The original Bid and prices named, together with the Standard Specifications for Construction ("Specifications") as are listed in the Schedule of Prices, are made part of this Contract. Also, the drawings of the Burlington Greenway prepared by the Municipality's contractor are made a part of this Contract.

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

B. Payment Schedule. The Contractor shall submit pay requisitions on a monthly basis. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under section 6D below.

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

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

Jon Adams-Kollitz
Parks Project Coordinator
645 Pine Street, Suite B
Burlington, VT 05401
jadamskollitz@burlingtonvt.gov
PH: 802-233-1168

Sophie Sauvé
Parks Comprehensive Planner
ssauve@burlingtonvt.gov
PH : 802-865-7248

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

E. Non-Appropriation. The obligations of the City under this Agreement are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Agreement, the Agreement shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Agreement shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. Agreement. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City.

The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Agreement Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

7. LABOR AND MATERIAL; SPECIFICATIONS

The Contractor shall perform all the work and labor in the best and most workmanlike manner. The materials and labor shall be in strict and entire conformity, in every respect, with the Specifications and drawings and shall be subject to the inspection and approval of the City. If any of the material or labor shall be rejected by the City as defective or unsuitable, then the Contractor shall remove and replace the defective or unsuitable materials with other approved materials and do the labor anew, to the satisfaction and approval of the City, at the cost and expense of the Contractor. The Standard Specifications for Construction, approved and adopted by VTrans in 2018 are incorporated herein, and made a part of this Contract.

8. EXTRA WORK OR MATERIALS; CLAIMS

The Contractor understands and agrees that the City will not allow any claim for extra work or materials, not specifically provided in this Contract. The Contractor shall not do any work or furnish any materials not covered by these Specifications and Contract, unless such work is ordered in writing by the City. In no event shall the Contractor incur any liability by reason of any verbal directions or instructions that he may be given by the City. The City will not be liable for any materials furnished or used or for any work or labor done, unless the materials, work or labor are required of the Contractor on written order furnished by the City. Any such work or material which may be done or furnished by the Contractor without such written order first being given by the City shall be at the Contractor's own risk, cost and expense. The Contractor agrees that without such written order the Contractor shall make no claim for compensation for work or materials so done or furnished.

9. ORDER OF PRECEDENCE

In the event of a conflict or inconsistency between this Contract and the Contract Documents, the Contract shall take precedence. The Invitation to Bids, Notice of Award, General and Supplemental Conditions, and Technical Details and Plans shall prevail over any inconsistency or contradictory provision between the Contract Documents.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign this Contract or any part of this Contract, or any right to any moneys to be paid the Contractor under this Contract, without the prior written approval of the City. The Contractor shall not subcontract any part of the work to be done or materials furnished under the Contract without the written approval of the City. The Contractor shall perform a minimum of 50% of the work with their own forces.

11. ACCEPTANCE OF FINAL PAYMENT; RELEASE

The Contractor's acceptance of the final payment shall be considered as a release in full of all claims against the City arising out of, or by reason of the work done and materials furnished under this Contract.

12. BONDS

The Bonds given by the Contractor, a Performance (Compliance) Bond in a sum equal to one- hundred (100) percent, and a Payment (Labor and Materials) Bond in the sum equal to one-hundred percent of the total contract price of the work to be done, to secure a proper compliance with the terms and provisions of this Contract, are attached to and made a part of this Contract.

13. INDEMNIFICATION

The Contractor 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 Contractor's acts and/or omissions in the performance of this Contract. If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

14. CONSTRUCTION CONTRACTS

The Contractor and all Contract Documents between the Contractor and Subcontractors, shall comply with and fully conform to the provisions of Title 9, Chapter 102 "Construction Contracts" Section 4001 et seq. of Vermont Statutes Annotated.

15. DISPUTE RESOLUTION; EXCLUSIVITY OF ADMINISTRATIVE REMEDIES

All questions or disputes arising between the parties hereto respecting any matter pertaining to this Contract or any part of this Contract, or any breach of this Contract shall be referred to the City Engineer. Should a claim be denied in whole or in part by the City Engineer, the Contractor may appeal to the Public Works Commission, whose decision and award shall be final, binding and conclusive upon all parties, subject to the right of appeal to the Transportation Board under 19 V.S.A. § 5(d) (4). All other rights or rights of action at law or in equity under and by virtue of this Contract and all matters connected with and relating to this Contract are hereby expressly waived.

16. COMPLIANCE WITH LAWS

The Parties, and any subcontractors approved under this Agreement, shall comply with all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof.

17. BINDING EFFECT AND CONTINUITY

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

18. SEVERABILITY

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

19. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein or pursuant to Attachment C, Sections 18, 19, 27, 29, and 39.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

21. ASSIGNMENT

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

22. WAIVER

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

23. FORCE MAJEURE

Neither Party to this Agreement shall be liable to the other for any failure or delay of performance of any obligation under this Agreement to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event.

24. PUBLIC HEALTH EMERGENCY

- A. Contractor is advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project. Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as they develop project schedules and advance the work.
- B. Creation of Public Health Emergency Plan. The Contractor shall create a public health emergency plan. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.
 - a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City, Contractor workers and sub-contractor workers;
 - ii. Explicit reference to health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, and other relevant local, regional, state, and federal, international governmental entities (see, Attachment M), with such health and safety performance standards and mandates adequately considered and addressed in the plan;
 - iii. A schedule for possible updates to plan in advance of the start of Work (see Section 15.B.b.iii. below); and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
 - b. Review and Acceptance of Plan:

- i. Contractor must provide the plan to the City by the Effective Date of this agreement.
- ii. The City shall have sole discretion to approve, deny, or compel the bidder to make certain changes to the plan.
- iii. If a state of emergency is declared, the Contractor shall provide updated plans to the City for the City's approval prior to Work and at the following intervals: 1 month prior to Work, 2 weeks prior to Work, 1 week prior to Work, and 1 day prior to Work.
- iv. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

C. Enforcement & Stoppage of Work. If Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute breach of the Agreement pursuant to Section 21 (City's Option to Terminate). The City shall have sole discretion in determining if Contractor is compliant with the above.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Agreement if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above. Upon any resumption of Work, the Parties shall negotiate in good faith an equitable adjustment to reflect the reasonable impacts on Contractor resulting from such Work stoppage, complying with Attachment C, Section 39 (Contract Change Orders).

If Contractor's breach of Agreement has not been cured within [thirty (30)/fourteen (14)] days after commencement of such Work stoppage, then City shall be entitled to terminate this Contract pursuant to Section 21.2 (City's Option to Terminate, Termination for Cause).

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

25. CHOICE OF LAW

Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this

provision shall not invalidate the remainder of this Agreement to the extent capable of execution.

26. JURISDICTION

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

27. ARM'S LENGTH

This Agreement has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

28. SECTION & ATTACHMENT HEADINGS

The article and attachment headings and throughout this Agreement are for the convenience of City and Contractor and are not intended nor shall they be used to construe the intent of this Agreement or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

29. INSURANCE

Contractor and subcontractors, if any, shall secure and at all times maintain insurance as required in the Contract Documents.

30. AUTHORITY

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

31. MODIFICATION

Except as otherwise provided in this Contract or the Contract Documents, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved by the Parties.

32. STANDARD OF PERFORMANCE

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession. Contractor shall employ only qualified personnel and properly supervise all such personnel. The City shall have the right to require removal of any person employed by Contractor from Work under this Contract for misconduct, incompetence, negligence, or refusal to comply with the

requirements of this Contract.

33. ASSIGNMENT

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the City. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the City shall be subject to the provisions of this Contract.

34. BINDING.

Each Party acknowledges that neither Party has provided any legal advice to the other regarding the transaction contemplated hereby or in connection with the execution of this Contract or Contract Documents. The City and the Contractor have had the full opportunity to avail itself of legal and financial representation. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

35. SIGNATURE

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

Contractor
[Name of Contractor]

By: _____

Date: _____

City of Burlington
[Department]

By: _____

[Name]

[Title]

Date: _____

SPECIAL PROVISIONS

STONE SCREENINGS

1. **DESCRIPTION.** This work shall consist of furnishing and placing shoulders of approved aggregate on a prepared surface. The stone screenings shall be red in color.

The work under this Section shall be performed in accordance with Section 402 of the Standard Specifications and the following.

2. **MATERIALS.** Materials shall meet the requirements of subsection 704.12 – AGGREGATE FOR SURFACE COURSE AND SHOULDERS amended as follows:

AMEND: TABLE 704.12A – AGGREGATE FOR SURFACE COURSE AND SHOULDERS as follows:

Sieve Designation	Percentage by Mass(Weight) Passing Square Mesh Sieves
3/8 inch	100
No. 4	90 to 100
No. 8	75 to 85
No. 100	15 to 20
No. 200	5 to 10

Materials shall be free from organic material and lumps or balls of clay.

Material passing the No. 4 sieve shall consist of natural or crushed sand and fine mineral particles. The material including any blended filler, shall have a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D4318.

It is required that aggregate contain a minimum of 5% clay particles and no more than 50% of that portion of material passing the No. 200 sieve size shall be clay. Inorganic clay to be included as binder shall conform to the following:

Passing No. 200.....75%
 Liquid Limit.....30 min.
 Plastic Index.....8 min.

The fraction of material passing the No. 200 sieve size shall be determined by washing as indicated in ASTM D1140, "Amount of Material in Soils Finer than the No. 200 Sieve." The fractured faces for the coarse aggregate portion (retained on the No. 4 Sieve) shall have an area of each face equal to at least 75% of the smallest midsection area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces. Fractured faces shall be obtained by mechanical crushing.

Material samples and Certificates of Compliance shall be provided to the Engineer for review and approval prior to purchase and delivery to the project site of bulk quantities.

The owner reserves the right to conduct quality control inspection and testing at any time to determine the reliability of the test results and Certificate of Compliance. Materials delivered that

do not comply with the specifications and/or certificates shall be removed from the site at no cost to the Owner.

3. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Stone Screenings) to be measured for payment will be the number of Cubic Yards of the approved material installed in the complete and accepted work.
4. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Stone Screenings) will be paid at the Contract unit price per Cubic Yard. Payment will constitute full compensation for furnishing, transporting, handling, placing, and finishing the materials specified, as well as for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (Stone Screenings)	Cubic Yard (CY)

MANAGEMENT AND DISPOSAL OF CONTAMINATED MEDIA

1. **DESCRIPTION.** This work shall consist of excavating, managing and properly disposing of contaminated soils from all project areas in reasonably close conformity with the lines, grades, and typical cross sections shown on the Plans or established by the Engineer. The work shall include proper identification, classification, excavation, management, treatment, transportation, and final placement or disposal of contaminated soils. All management of contaminated soils will be completed in accordance with the general practices outlined in the Burlington Bike Path Rehabilitation Project – Phase 1b Corrective Action Plan (“Corrective Action Plan”) which is included in the contract documents.

This work shall also include management, treatment, and disposal of other contaminated media, if encountered. All management of other contaminated media will be completed in accordance with the general practices included in the Burlington Bike Path Rehabilitation Project – Phase 1b Corrective Action Plan which is included in the contract documents.

2. **CLASSIFICATION.** Contaminated soils are expected to be encountered and must be excavated and managed to complete construction. The Contractor shall follow the general guidance in the Corrective Action Plan that is included in the contract documents, and as may be amended by the Owner and its Engineer.

Contaminated soils will be classified in the following categories which are reliant upon the Vermont Agency of Natural Resources Investigation and Remediation of Contaminated Properties Rule (“IRule”; effective July 27, 2017) which includes soil screening values (“SSVs”) for residential and industrial sites and field screening methods and thresholds for when further testing is required. The IRule can be found at the following website address: https://dec.vermont.gov/sites/dec/files/wmp/Sites/07.11.2017.Adopted.Rule_for_SOS_filing.pdf

In general, contaminated soil will be identified by results of pre-construction soil characterization and/or field screening procedures during excavation activities. Field screening will be completed by a qualified environmental professional and will include visual observations and soil headspace readings using a daily-calibrated photo ionization detector (“PID”). Field screening guidelines provided in Corrective Action Plan and/or Soil Management Plan shall be followed. Prior to construction figures will be provided identifying where within the project limits, the following Soil Classifications are located.

A. Soils

Soils shall be classified and managed as follows:

a) Class I Soils

- i. Soils with PAH concentrations less than the residential SSV (0.076 ppm) and no other contaminant impacts exceeding their respective residential SSV – unencumbered reuse on or offsite is acceptable; and,
- ii. soils originating from the project site and excluding clean borrow or fill.

Class I Soils shall be managed in accordance with the Minor Corrective Action Plan Amendment and Summary of the 2020 Phase 3A South & Phase 3B Soil Pre-Characterization Investigation Burlington Greenway Rehabilitation – Phase 3 (SMS#: 20194867), which is available upon request.

b) Class II Soils

- i. Soils with PAH concentrations between Residential (0.076 ppm) and Urban Background (0.58 ppm) – unencumbered reuse anywhere on project or relocation to another “urban” background area (see ANR Atlas Interest Locator <https://anrmaps.vermont.gov/websites/ANRA5/default.html>) or nearby stump dump soils with PID field screening readings of less than 10 ppm; and
- ii. soils that exhibit no more than minor visual or olfactory evidence of contamination consistent with the contaminants that exceed the residential SSVs, as determined by qualified environmental professional; and
- iii. soils originating from the project site.
- iv. Except, soils with other contaminant impacts exceeding their respective residential SSVs shall not be classified as Class II soils.

Class II Soils shall be managed in accordance with the Minor Corrective Action Plan Amendment and Summary of the 2020 Phase 3A South & Phase 3B Soil Pre-Characterization Investigation Burlington Greenway Rehabilitation – Phase 3 (SMS#: 20194867), which is available upon request.

B. Contaminated Media

If other contaminated media, appurtenances or materials not specified herein are encountered on the project site and must be removed or modified during construction activities, excavation work shall stop in the vicinity of this contaminated media. The Contractor shall notify the Owner and shall implement a contaminated media management plan which will be developed by the Owner in conjunction with the Engineer and Environmental Manager. The contaminated media management plan shall be submitted to, and approved by, Vermont DEC WMPD. The

contaminated media management plan shall include field observations of the materials, storage, sampling, monitoring, modification methods, treatment methods and disposal methods for contaminated media in accordance with all applicable regulations.

3. **GENERAL CONSTRUCTION REQUIREMENTS.** Complete copies of the details of the Plans and the Corrective Action Plan shall be provided to the contractor. The Contractor shall either follow the Corrective Action Plan or submit an alternate plan which must be approved by the Vermont DEC WMPD and the Owner in conjunction with the Engineer and Environmental Manager, prior to implementation.

Unless otherwise directed in writing by the Engineer, the Contractor shall comply with all practices outlined in the Corrective Action Plan. All changes to the general practices of the Corrective Action Plan ordered in writing by the Engineer will be paid for as Extra Work.

The Contractor shall develop and follow their own Health & Safety Plan and shall ensure that all personnel working in direct contact with soil, groundwater and other contaminated media are OSHA HAZWOPER trained.

The Owner shall hire a qualified environmental professional who shall monitor contamination levels of excavated soils, encountered groundwater or other contaminated media, and ensure that the general procedures of the Corrective Action Plan are followed. This person shall be known as the Environmental Manager.

If during the excavation of petroleum contaminated soil, the Contractor encounters any condition or situation which is different from that expected, the Contractor shall immediately stop work in the vicinity of this contamination and notify the Owner, Engineer and Environmental Manager. All excavation operations in the contaminated area shall cease until the condition or situation can be evaluated. The evaluation shall include, but is not limited to, the determination of health or other hazards to the Contractor's personnel and the immediate neighborhood, the possibility of explosion, requirements for protective clothing, and special excavation, transportation and/or disposal requirements. Any further testing or deviations from the general management strategies in the Corrective Action Plan will be coordinated with the Vermont DEC WMPD.

If unidentified contaminated media are encountered during construction beyond those identified in the Plans or Corrective Action Plan, the Contractor shall excavate and properly dispose of the contaminated media as necessary and be compensated under the same Contract items applied to those areas of identified contamination.

No additional compensation or allowance for additional Contract time will be made for any delays incurred waiting for an agreement(s) to be executed, for failure to make an agreement(s), nor for any delays incurred in executing the Corrective Action Plan or amendments to the Corrective Action Plan.

4. **METHOD OF MEASUREMENT.** The quantities of Special Provision (Management of Soils, Class I, and Management of Soils, Class II), Special Provision (Disposal of Soils, Class I, and Disposal of Soils, Class II), and Special Provision (Contaminated Media) to be measured for payment will be the number of Cubic Yards of material removed and designated for remediation and/or disposal, as

indicated in the Corrective Action Plan or as directed by the Engineer, as measured in its original position by cross sections, in the complete and accepted work. The quantity shall be computed by the method of average end areas, or when impractical, by other acceptable methods involving three-dimensional measurement. The limits for payment shall not exceed those indicated on the Plans or designated by the Engineer in writing. The method of mass centers for computing volumes will be allowed only when the method has been used in the original design computations. Note that some of these materials could be in solid, or semi-solid form.

Excavation requiring more than one handling prior to final placement will not be measured for payment for the additional handling unless specifically called for in the Contract Documents.

5. **BASIS OF PAYMENT.** The accepted quantities of Special Provision (Management of Soils, Class I, and Management of Soils, Class II), Special Provision (Disposal of Soils, Class I, and Disposal of Soils, Class II), and Special Provision (Contaminated Media) will be paid for at the Contract unit price per Cubic Yard. Payment shall be full compensation for performing the work specified, including research; employee training; monitoring; and developing and complying with the Health and Safety Plan; classifying, and segregating materials; performing any testing required, satisfactorily storing, transporting and disposing of contaminated materials and for providing all materials, labor, tools, equipment, and incidentals necessary to complete the work.

Payment for contaminated soils re-used on the project will be made as follows:

- a) The first payment of 50% of the actual quantity will be paid when the material is placed at the designated fill site.
- b) The remaining 50% of the actual quantity will be paid when the material has been incorporated back into the project and fully stabilized.

Payment for contaminated soils not re-used on the project, and other contaminated media will be made as follows:

- a) The first payment of 67% of the actual quantity will be paid when the material is placed at a treatment site or otherwise properly removed from the project.
- b) The remaining 33% of the actual quantity will be paid when proper disposal in accordance with the Plans and Corrective Action Plan has been completed documented to the owner by submission of waste manifests. The remaining 33% of the actual quantity will not be paid if proper disposal of the contaminated soil, or other media is not accomplished prior to Final Inspection.

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (Management of Class I Soils)	(Cubic Yard)
900.608 Special Provision (Disposal of Class I Soils)	(Cubic Yard)
900.608 Special Provision (Management of Class II Soils)	(Cubic Yard)
900.608 Special Provision (Disposal of Class II Soils)	(Cubic Yard)
900.608 Special Provision (Contaminated Media)	(Cubic Yard)

EXPOSED AGGREGATE CONCRETE

1. **DESCRIPTION.** This work shall consist of the construction of exposed aggregate concrete shoulders where indicated on the construction documents. Work shall be consistent with VTrans Standard Specifications Section 618, with the additions and modifications below.
2. **MATERIALS.** Materials shall meet the requirements of Section 618.02 except as indicated below.
 - a. Concrete shall conform to the requirements of Section 541 for Concrete, Class B. No fly ash is required in the mix.
 - b. Coarse aggregate materials for concrete shall be red quartzite meeting the requirements of Section 704.02A.
 - c. Reinforcing Steel shall meet the requirements of Section 507.
3. **REFERENCES.** Work shall meet the requirements of the following reference standards.
 - a. The State of Vermont, Agency of Transportation “Standard Specifications for Construction”, dated 2018, and the latest revision of the Agency of Transportation’s “General Special Provisions”.
 - b. American Concrete Institute (ACI) sections: 318, 301, 308, 330.
4. **SUBMITTALS.** The contractor shall submit and / or provide the following for approval by the Owner, Engineer, and Landscape Architect prior to any permanent installation of exposed aggregate concrete under the contract.
 - a. Samples for each exposed product and for each color and texture specified, minimum 2-gallon volume per sample.
 - b. Test pour of the proposed mix design, minimum size 4 square feet, placed and finished in the manner proposed for the final concrete installation. Note that this material may

remain in the finished work if approved by the Owner, Engineer, and Landscape Architect.

- c. **Design Mixtures:** For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments in accordance with ACI 301 and 318.
 - d. **Include service record data** for proposed aggregate materials indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
 - e. **Product data** for any surface retardants proposed for use.
5. **FINISHING.** Use bristle brushes to remove cement paste between coarse aggregate to a depth of 1/8 inch once concrete has set sufficiently to avoid dislodging aggregate from the surrounding matrix. The exposed aggregate finish is only required for portions of the concrete that will ultimately be exposed and viewable to the public. The areas that will be paved-over by the Path surface need not have an exposed finish.
 6. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Exposed Aggregate Concrete) to be measured for payment will be the number of Cubic Yards of the approved material installed in the complete and accepted work.
 7. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Exposed Aggregate Concrete) will be paid at the Contract unit price per Cubic Yard. Payment will constitute full compensation for furnishing, transporting, handling, placing, and finishing the materials specified, including expansion joint material, as well as for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. Submittals and test pour shall be incidental to this item along with any cleaning needed to remove excess cement paste from the exposed aggregate surface.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (Exposed Aggregate Concrete)	Cubic Yard

BURLINGTON GREENWAY SIGN

1. **DESCRIPTION.** This work shall consist of fabricating, furnishing and installing signs mounted on cedar post(s) at the location(s) indicated in the Plans and as directed by the Engineer.
2. **MATERIALS.** Materials shall meet the requirements specified in the Plans, and contained within Burlington Parks, Recreation & Waterfront Signage Guidelines.
3. **CONSTRUCTION REQUIREMENTS.** The signs shall be constructed as indicated in the Plans.

4. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Burlington Greenway Sign – Identification Sign) to be measured for payment will be for Each sign installed in the complete and accepted work.
5. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Burlington Greenway Sign – Identification Sign) will be paid for at the Contract unit price per Each. Payment will be full compensation for fabricating, furnishing and installing the signs specified including all sign materials, sleeves, posts, panels, and foundations where required, and for furnishing all labor, tools, equipment, hardware, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Items</u>	<u>Pay Unit</u>
900.620 Special Provision (Burlington Greenway Sign – Identification Sign)	Each

LANDSCAPE BOULDERS

1. **DESCRIPTION.** This work shall consist of relocating existing boulders from Oakledge Park or furnishing new boulders, and installing the boulders at the Flynn Avenue Pause Place as shown on the plans and as directed by the BPRW Representative.
2. **CONSTRUCTION REQUIREMENTS.** The Contractor shall relocate the boulders in such a manner as to prevent damage, and as detailed on the Plans.
3. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Relocate and Install Boulder) and Special Provision (Furnish and Install Boulder) to be measured for payment will be on an Each basis in the complete and accepted work.
4. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Relocate and Install Boulder) and Special Provision (Furnish and Install Boulder) will be paid for Each at the Contract unit price. Payment shall be full compensation for furnishing new boulders or removing existing boulders and stockpiling or relocating them to the satisfaction of the Engineer; installing the boulders; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.620 Special Provision (Relocate and Install Boulder)	Each
900.620 Special Provision (Furnish and Install Boulder)	Each

LANDSCAPING BENCH

1. **DESCRIPTION.** This work shall consist of furnishing and installing a landscape bench on a concrete foundation at the location(s) indicated in the Plans.
2. **CONSTRUCTION REQUIREMENTS.** The Contractor shall install the bench in such a manner as to prevent damage, and as detailed on the Plans.
3. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Landscape Bench) to be measured for payment will on an Each basis in the complete and accepted work.
4. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Landscape Bench) will be paid for Each at the Contract unit price. Payment shall be full compensation for furnishing and installing the bench, concrete foundation and reinforcing and all mounting hardware; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.620 Special Provision (Landscape Bench)	Each

LIFE RING CABINET

1. **DESCRIPTION.** This work shall consist of furnishing and installing life ring cabinets where shown on the plans and as directed by the BPRW Representative.
2. **MATERIALS.** Materials shall be as follows, or approved equal:

Product Manufacturer: Glasdon Inc.
Product: Guardian 24 Life Ring Cabinet
Website: <https://us.glasdon.com/>
Contact Number: 1-855-874-5273

Life Ring Cabinet to include 24 inch USCG approved life ring with 100 ft rope.
Cabinet to include surface mounted post.

3. **CONSTRUCTION REQUIREMENTS.** Complete field assembly of life ring cabinet and components, where required as per Manufacturer's specifications. Install life ring cabinet level, plumb, and true at the location indicated on the Plans or as directed by the City.
4. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Life Ring Cabinet) to be measured for payment will be on an Each basis in the complete and accepted work.

5. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Life Ring Cabinet) will be paid for Each at the Contract unit price. Payment shall be full compensation for furnishing the specified life ring, cabinet, road and post and installing them to the satisfaction of the Engineer; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.620 Special Provision (Life Ring Cabinet)	Each

BPRW LOGO

1. **DESCRIPTION.** This work shall consist of etching a logo on a on an exposed aggregate concrete surface at the location indicated in the Plans.
2. **CONSTRUCTION REQUIREMENTS.** The Contractor shall install the logo in such a manner as to prevent damage to the surrounding concrete, and as detailed on the Plans.
3. **INSTALLATION.** Engrave the BPRW logo into the exposed aggregate concrete oval as noted on the plans. Contractor shall provide shop drawings for engraving template to the BPRW Representative, which include all dimensions and layout information for review and approval. BPRW Logo will be infilled with monument paint, dark gray in color.
4. **METHOD OF MEASUREMENT.** The quantity of Special Provision (BPRW Logo) to be measured for payment will on an Each basis in the complete and accepted work.
5. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (BPRW Logo) will be paid for Each at the Contract unit price. Payment shall be full compensation for installing the logo, complete with engraving template, monument paint, accessories and incidentals; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.620 Special Provision (BPRW Logo)	Each

3' X 3' X 3' GABION BASKET WITH ROCK FILL

1. **DESCRIPTION.** This work shall consist of furnish and installing rock-filled gabions at the location indicated in the Plans.
2. **CONSTRUCTION REQUIREMENTS.** The Contractor shall install the gabion baskets and place the rock fill in accordance with the manufacturer's recommendation and as directed by the BPRW Representative. The intent is that the gabions will be a solid base for the concrete landing pads.
3. **INSTALLATION.** Install the gabions so they are plumb and immediately adjacent to each other (four baskets required per landing pad). Carefully fill each basket with gabion rock that meets the requirements of Subsection 706.06. Infilling the rock fill with sand from the excavation area is required.
4. **METHOD OF MEASUREMENT.** The quantity of Special Provision (3' x 3' x 3' Gabion Basket with Rock Fill) to be measured for payment will be on an Each basis in the complete and accepted work.
5. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (3' x 3' x 3' Gabion Basket with Rock Fill) will be paid for Each at the Contract unit price. Payment shall be full compensation for furnishing and installing the gabion basket, backfilling it with rock and sand infill, excavation and support of excavation if required, and backfilling; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.620 Special Provision (3' x 3' x 3' Gabion Basket with Rock Fill)	Each

AGGREGATE FOR EROSION PREVENTION AND SEDIMENT CONTROL

1. **DESCRIPTION.** This work shall consist of furnishing and placing aggregate for erosion prevention as indicated on the plans.
2. **MATERIALS.** Aggregate shall meet the requirements of Subsection 704.17.
3. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Crushed Stone, 1-1/2") to be measured for payment will be the number of cubic yards installed in the completed and accepted work, measured within the limits shown on the Plans or as directed by the Engineer.
4. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Crushed Stone, 1-1/2") will be paid for at the Contract unit price per cubic yard. Payment will be full compensation for furnishing, transporting, and placing the material specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (Crushed Stone, 1-1/2")	Cubic Yard

ROOT PRUNING AND TREE PROTECTION

- 1. DESCRIPTION.** This work shall consist of protecting existing trees and roots from construction operations. The work shall include all labor, materials, and equipment for root pruning and tree protection including but not limited to excavation of soil for installation of aggregate shoulders, and ensuring appropriate construction equipment is used based on the spatial constraints of the area.
- 2. GENERAL.** Before beginning work, the contractor is required to meet with the BPRW representative at the site to review all work procedures, access routes, storage areas, and tree protection measures. The BPRW representative also must first inspect each tree to determine if the plant will tolerate root pruning. Considerations include tree species, age, crown size, site exposure, and presence of existing defects, relative to vigor, and severity of necessary root pruning.

Root pruning is most efficiently accomplished with equipment specifically designed for that purpose. Large circular saws used to cut concrete, and rock saws also are effective. The saws must cut through the woody roots to the depth of the required excavation. Root pruning equipment designed primarily for curb and sidewalk repair may cut only 4 inches deep. Where excavation must occur very close to trees, it may be necessary to dig the soil away with a shovel, then cut the exposed root with a saw. The following procedure is recommended:

- A. Stake the edge of excavation. The BPRW representative will meet with the contractor to layout the edge of excavation for root pruning.
- B. Root pruning shall be done with a stump grinder where possible. Do not use trenchers or backhoes, which can rip the roots closer to the root collar than the intended cut. If a stump grinder cannot be used to perform root pruning, roots shall be exposed by hand excavation and roots 1" or greater shall be cut with a hand or chainsaw.
- C. If root-pruning equipment cannot be used, dig a trench along the staked line. Equipment such as a backhoe can be used until roots larger than 1 inch in diameter are encountered. Then, dig with a shovel.
- D. When a root is encountered, expose it by removing soil by hand, and cut it cleanly with a saw at the outside edge of the trench (towards the tree). Cut to a lateral root when possible. Do not paint the cut root end. If excavation is for installation of underground utilities, leave the root intact and thread the lines underneath.
- E. If possible, all roots 4 inches or greater in diameter shall be left intact.
- F. Replace soil in the trench.

- G. Allow grading equipment to operate freely outside the tree protection zone.
- H. The contractor shall anticipate approximately twelve (20) (+/-) trees requiring these stipulations.

3. **CONSTRUCTION REQUIREMENTS.** The Contractor shall excavate, place shoulder aggregate, cold plane existing bituminous concrete pavement and overlay new bituminous concrete pavement as shown in the plans and in a manner that will not harm the existing trees. Tree protection fence will be installed along the area (where these measures are to be instituted) as shown on the plans. The tree canopy over the bike path is approximately 10 to 15 feet off of the existing ground in this area and is not to be harmed. If injury should occur to any tree during construction, it should be evaluated as soon as possible by the City arborist or designee so that appropriate treatments can be applied.

No materials, equipment, spoil or waste or washout water may be deposited, stored, or parked within the tree protection zone (fenced area).

4. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Root Pruning and Tree Protection) to be measured for payment will be on a Lump Sum basis in the complete and accepted work.
5. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Root Pruning and Tree Protection) will be paid for at the Contract unit price per Lump Sum. The costs for the installation of tree protection fencing, as shown on the EPSC Construction Conditions Plans shall be paid for separately under the appropriate Contract pay item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Root Pruning and Tree Protection)	Lump Sum

PERMEABLE BRICK PAVERS

1. **DESCRIPTION.** This work shall consist of furnishing and installing brick pavers and aggregate setting beds as shown on the plans and as directed by the BPRW Representative.
2. **DEFINITIONS.**
- A. Base Course: Layer of open-graded washed aggregate beneath the bedding course comprised of small to medium particle-sized crushed stone (1/2" to 1" typ.). Recommended depth of base layer shall be 4" but shall not exceed 6".
 - B. Bedding Course: Commonly called the setting bed is the layer of open-graded washed aggregate directly beneath the clay paver units comprised of small particle-sized crushed stone chips (1/4" to 3/8" typ.). Recommended depth of setting bed is 1" to 2" max.
 - C. Laying Face: The working edge of the pavement where the laying of the pavers is occurring.

- D. Method Statement: The paver installer's and manufacturer's plan for construction and quality control of the pavers Spacer Bars: Small protrusions on the sides of pavers which are used to create uniform joint spacing between pavers and minimize chipping.
- E. Sub-base Course: Layer of open-graded washed aggregate beneath the base course comprised of large particle-sized crushed stone (2-1/2" to 3" typ.). Recommended depth will vary depending on site conditions and specific water detention volume requirements. Minimum depth of sub-base course shall be 12".
- F. Void Filler: Open-graded aggregate used to fill the joints between pavers. The bedding course aggregate may be used as the void filler. Smaller particle-sized stone chips (1/8" to 1/4") are preferable if available.
- G. Wearing Course: The top surface of the paver.

3. QUALITY ASSURANCE.

- A. Paver Installation Subcontractor Qualifications:
 - 1. Utilize an installer having successfully completed permeable paver installation similar in design, material and extent indicated on this project.
 - 2. Utilize an installer holding a completion certificate from the Pave Tech School for Advanced Segmental Paving Permeable Paving Systems course or equivalent.
- B. Regulatory Requirements and Approvals: [Specify applicable licensing, bonding or other requirements of regulatory agencies.]
- C. Review the manufacturers' quality control plan, paver installation subcontractor's Method Statement and Quality Control Plan with pre-construction meeting of representatives from the manufacturer, paver installer, general contractor, engineer and/or owners representative.

4. SUBMITTALS.

- A. Submit shop or product drawings for permeable clay paver product data.
 - 1. Manufacturer's (Pine Hall Brick Company, Inc.) product catalog sheets with specifications.
 - 2. Three representative full-size samples of each paver type, thickness, and color. Submit samples indicating the range of color expected in the finished installation.
 - 3. Accepted samples become the standard of acceptance for the work of this Section.
 - 4. Laboratory test reports certifying compliance of the clay pavers with ASTM C 902 or C1272.
 - 5. Manufacturer's material safety data sheets for the safe handling of the specified materials and products.
- B. Submit sieve analysis for grading of sub-base, base, and bedding materials per ASTM C136.
- C. Submit minimum 3lb samples of sub-base, base and bedding aggregate materials. Submit test results for compliance of paving unit requirements to ASTM C 902 or ASTM C 1272 from and independent testing laboratory.

- D. Erosion and sediment control plan.
- E. Submit installer qualifications: provide satisfactory evidence that the installer complies with the qualifications set out in section 1.03.
 - 1. The installer shall provide installation history, including references from projects of a similar size and complexity in writing with contact information, demonstrating to the owner's satisfaction their ability to perform the paver installation and related work indicated in the plans and specifications.
 - 2. The installer shall have experienced personnel and a management capability to execute the work detailed in the project drawings and specifications. The installer's foreman should have a minimum of 5 years of experience in the installation of unit pavers including clay pavers.

5. MOCK-UPS.

- A. Mockups: Before installing unit pavers, build mockups for each form and pattern of unit pavers required to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution. Build mockups to comply with the following requirements, using materials indicated for the completed Work, including same base construction, special features for expansion joints, and contiguous work as indicated:
 - 1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Resident Engineer.
 - 3. Notify Resident Engineer seven days in advance of dates and times when mockups will be constructed.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain Resident Engineer's approval of mockups before starting unit paver installation.
 - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
- B. This area will be used to determine the amount that the pavers settle into bedding sand after compaction, joint sizes, lines, laying pattern, color, and texture of the project.
- C. This area shall be maintained as the standard from which the work will be judged.

6. DELIVERY, STORAGE, AND HANDLING.

- A. Pavers shall be delivered to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by forklift or clamp lift. The pavers shall be unloaded at the job site in such a manner that no damage occurs to the product.
- B. Joint sand shall be covered with a secure waterproof covering to prevent exposure to rainfall or removal by wind.

7. ENVIRONMENTAL CONDITIONS.

Do not install bedding or pavers during heavy rain or snowfall.

8. MATERIALS.

A. Brick Pavers.

Manufacturer: Pine Hall
 Style: "StormPave Permeable Pavers"
 Color: Ironspot
 Size: 4"x 8"x 2-3/4"
 Rated for heavy vehicular use.

Pavers shall meet the following requirements set forth in ASTM C 902, Specification for Pedestrian and Light Traffic Paving Brick or C 1272 Specification for Heavy Vehicular Paving Brick and shall conform to the PX standard.

1. Minimum average compressive strength of 10,000 psi.
2. The average cold water absorption shall not be greater than 6% with no individual unit testing greater than 7%. Absorption test results may not be achieved through the use of sealers or other products applied to the clay paver. (Sealer protection degrades over time requiring re-application after several years.)
3. Resistance of 50 freeze-thaw cycles, when tested in accordance with ASTM C67. In addition, the clay paver must pass CSA-A231.2 freeze thaw test in saline solution without the use of sealers or other products applied to the paver. A test report must be submitted by the manufacturer. (Salt is the most common substance used for de-icing during the winter months.)
4. Dimensional tolerances should meet the PX standard. In addition, the dimensional tolerances around the mean values for length, width, and depth shall be 1/16". (Studies show that dimensional tolerances are directly linked to joint width size and proper interlock.)
5. The pavers should be solid units without core holes or other perforations.
6. The contractor shall ensure that the manufacturer conducts a test sampling of 24 pavers every 50,000 pavers manufactured to determine the pavers compliance with dimensional and water absorption characteristics. The 24 paver sample shall be representative of the color mix in the typical finished package and chosen on a consistent basis from one kiln car. (Proper control procedures and testing are standard operating procedure for high quality manufacturers.)

B. Aggregate Materials.

1. Bedding Course and Void Filler Aggregate.
 The bedding course and void filler aggregate shall be washed, crusher run, free of fines, organics and soluble salts or other contaminants likely to cause efflorescence. The grading requirement shall comply with the following table.

Table 1 – ASTM No. 89 Grading Requirements for Bedding Course Aggregates

<u>ASTM Sieve Size</u>	<u>Percent Passing (by weight)</u>
½ in.	100
3/8 in.	90 to 100
No. 4	20 to 55
No. 8	5 to 30

No. 16	0 to 10
No. 50	0 to 5

2. Base Course Aggregates.

The base course aggregate shall consist of washed open-graded stone and comply with the following table.

Table 2 – ASTM No. 57 Grading Requirements for Base Course Aggregates

<u>ASTM Sieve Size</u>	<u>Percent Passing (by weight)</u>
1-½ in.	100
1 in.	95 to 100
½ in.	25 to 60
¼ in.	0 to 10
No. 4	0 to 5

3. Sub-Base Course Aggregate.

The sub-base course and void filler aggregate shall be washed, open graded stone and comply with the following table.

Table 3 – ASTM No. 2 Grading Requirements for Sub-Base Course Aggregates

<u>ASTM Sieve Size</u>	<u>Percent Passing (by weight)</u>
3 in.	100
2-1/2 in.	90 to 100
2 in.	35 to 70
1-1/2 in.	0 to 15
1 in.	0 to 5

C. Edge Restraints.

1. The provision of suitable edge restraints is critical to the satisfactory performance of interlocking pavers. The pavers must abut tightly against the restraints to prevent rotation under load and any consequent spreading of joints. The restraints must be sufficiently stable that, in addition to providing suitable edge support for the paver units, they are able to withstand the impact of temperature changes, vehicular traffic and/or snow removal equipment.
2. Curbs, gutters, or curbed gutter, constructed to the dimensions of municipal standards (noting that these standards generally refer to cast-in-place concrete sections), are considered to be acceptable edge restraints for heavy duty installations. Where extremely heavy industrial equipment is involved such as container handling equipment, the flexural strength of the edge restraint should be carefully reviewed, particularly if a section that is flush with the surface is used and may be subjected to high point loading.
3. Edge restraints shall be used along all unrestrained paver edges, examples include lawn and landscaped areas.

4. Paver edge restraints should be commercial grade, rated for heavy duty use and be made of a black polymer plastic. Paver edge restraint should be able to be applied in reverse mode, per the details.
5. Refer to layout plans and details for installation requirements.

9. INSTALLATION.

- A. The pavers should be installed according to the information on the cube tag. The pavers should be laid from several cubes throughout the installation.
- B. Lay pavers in the pattern as shown on the drawings. Lay pavers away from the existing laying face or edge restraint in such a manner as to ensure that the pattern remains square. Chalk lines (use a heavier chalk cord) shall be used upon the bedding course to maintain straight lines. Joint spacing between pavers shall be between 1/8" and 1/4"; however the joint width may need to be increased to 3/8" to maintain straight lines. Lines and grades shown on the plans shall be established and maintained during the installation of the pavers.
- C. Pavers should be cut according to the instructions on the cube tag. Pavers shall be cut using a table mounted masonry wet saw.
- D. Once the pavers have been placed upon the bedding course and all cut pavers have been inserted to provide the complete surface, inspect the pavers for damaged units and remove and replace those units. Once all pattern lines have been straightened, the void filler shall then be placed into the paver openings to the top of the chamfer on the pavers and the surface swept broom clean.
- E. The pavement surface shall be compacted to achieve consolidation of the bedding course and pavers and brought to design levels and profiles by two passes of a suitable plate compactor. Compaction of the pavers shall be accomplished by the use of a vibratory plate compactor capable of a minimum of 4,500 pounds of compaction force. No compaction shall be permitted within three feet of unrestrained edges of the pavement. After compaction, inspect the pavers for damaged units and remove and replace those units.
- F. After completing compaction, the surface tolerances shall be plus or minus 1/2" from finished grades. The pavers shall be flush to 1/2" above edge restraints. Additional void filler material shall be swept into the joints as required, to within 1/2" from the bottom of the chamfer on the paver. Upon completion, the pavement surface shall be swept clean of all excess materials. Remove from the site all surplus materials, equipment and debris resulting from these operations.

10. REPAIR, POINTING, CLEANING, AND PROTECTION.

- A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

- B. Cleaning: Remove excess neoprene tack coat from exposed paver surfaces; wash and scrub clean.

11. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Permeable Brick Pavers) to be measured for payment will be on a Square Foot basis in the complete and accepted work.
- 12.. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Permeable Brick Pavers) will be paid for at the Contract unit price per Square Foot. Payment shall be full compensation for furnishing the specified pavers, the bedding course and void filler aggregate, the tack coat, the base course aggregate, and edge restraints and installing them to the satisfaction of the BPRW Representative; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

The costs for the furnishing and installation of Sub-Base Base Course shall be paid for separately under the Subbase of Dense Graded Crushed Stone (Permeable Base) pay item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Permeable Brick Pavers)	Square Foot

BOULDER RETAINING WALL

1. **DESCRIPTION.** This work shall consist of constructing a low-height retaining wall from boulders salvage from elsewhere in Oakledge Park as shown on the plans and as directed by the BPRW Representative.
2. **CONSTRUCTION REQUIREMENTS.** The Contractor shall relocate and place the boulders in such a manner as to prevent damage, and as detailed on the Plans.
3. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Boulder Retaining Wall) to be measured for payment will be on a Square Foot basis in the complete and accepted work.
4. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Boulder Retaining Wall) will be paid for at the Contract unit price per Square Foot. Payment shall be full compensation for removing existing boulders and stockpiling or relocating them to the satisfaction of the Engineer; installing the boulders; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Boulder Retaining Wall)	Square Foot

BIKE RACKS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Bike Racks

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: For exposed finish and color specified.
- C. Maintenance data.
- D. Shop drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 1. Products: Subject to compliance with requirements, provide products from one of the manufacturers specified.

2.2 MATERIALS

- A. Steel: See Section 01101 – Bid and Contract Procedures, 1.2C – Buy American provisions for all steel and iron products.
 1. Tubing: Cold-formed steel tubing complying with ASTM A 500.
 2. Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester-TGIC, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

- B. Anchors, Fasteners, Fittings, and Hardware: Commercial quality; tamperproof, vandal and theft resistant; concealed, recessed, and capped or plugged. Provide as required for site furnishings' assembly, mounting, and secure attachment.
 - 1. Material: Manufacturer's standard, corrosion-resistant-coated or non-corrodible materials.
- C. Nonshrink, Nonmetallic Grout: ASTM C 1107; for exterior applications.
- D. Erosion-Resistant Anchoring Cement: Factory-packaged formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended for exterior applications.

2.3 BIKE RACK

- A. Products:
 - 1. Bike Rack: Hoop Rack Heavy Duty (refer to detail)
 - 2. Manufacturers:
 - a. Derovations, Inc.
 - b. Or Approved equal
- B. Frames: Comprised of tubular steel. See manufacturers shop drawings.
- C. Installation Method: As indicated on Drawings. Comply with all manufacturers recommendations.
- D. Finish: Powder Coated.
 - 1. Color: Black

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Complete field assembly of bike racks, where required as per Manufacturer's specifications.
- B. Unless otherwise indicated, install bike racks after landscaping and paving have been completed.
- C. See drawings for installation method.
- D. Install bike racks level, plumb and, true at locations directed by the City.

PART 4 - PAYMENT

4.1 METHOD OF MEASUREMENT

- A. The quantity of Special Provision Bike Rack will be paid on an each (EA) basis to install bike racks in the designated locations within the limits shown on the plans.

4.2 BASIS OF PAYMENT

- A. The accepted quantity of Special Provision Bike Rack will be paid for at the Contract EA price. The bike racks, installation, and all necessary materials shall be paid for incidental to this pay item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.620 Special Provision Bike Rack	EA

END SECTION

BIKE TUNING STATION

PART 1 GENERAL

1.1 Summary

- A. This section includes specifications for the Fixit.

1.2 Quality Assurance

- A. **Installer Qualifications:** An experienced installer who has completed installation of bicycle repair stands similar in material, design, and extent to that indicated for this project and whose work has resulted in construction with a record of successful in-service performance.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing bicycle repair stands similar to those required for this project and with a record of successful in-service performance.
- C. **Source Limitations:** Obtain each color, finish, shape and type of bicycle repair stand from a single source with resources to provide components of consistent quality in appearance and physical properties.
- D. **Product Options:** Drawings indicate size, shape and dimensional requirements of bicycle repair stands and are based on the specific system indicated.

1.3 Submittals

- A. **Product Data:** Include physical characteristics such as shape, dimensions, bicycle parking capacity and finish for each bicycle repair stand.
- B. **Shop Drawings:** Show installation details for each bicycle repair stand.
- C. **Samples for Verification:** Submit finish samples for review and verification.
- D. **Maintenance Data:** For each bicycle repair stand.
 - 1. Include recommended methods for repairing damage to the finish.

1.4 Delivery, Storage and Handling

- A. Upon delivery, before signing for shipment, inspect for any damages and notate on the B.O.L.
- B. Store bicycle repair stands in original undamaged packages and containers until ready for installation
- C. Handle bicycle repair stands with sufficient care to prevent any scratches or damage to the finish.

5. Warranty

- A. Bicycle racks carry a one year manufacturer's limited warranty against defects in materials and workmanship. The one year warranty period begins the date the product is shipped from the manufacturer.
- B. The air pump for the Dero Air Kit and Dero Fixit Rack have limited operating temperatures ranges.
 - 1. Air Kit 2 and 3: -30F to 120F.

PART 2 PRODUCTS

2.1 Acceptable Manufacturers

- A. Provide bicycle repair stands manufactured by DERO BIKE RACK CO., 42 Northern Stacks Drive, Suite 100, Minneapolis, MN 55421, 1-888-337-6729. Fax: 612-331-2731
Website: www.dero.com

2.2 Materials

- A. Main body: 6 x 3/16" tube.
- B. Bike Hanger: 1.5" sch. 40 pipe, 1/4" plate.
- C. Foot: 10" dia. x .25" plate.
- D. Tool tethers: 5/32" stainless steel cable.
- E. Manual air pump.
- F. Hand tools:
 - 1. Philips and flat head screwdrivers
 - 2. 2.5, 3, 4, 5, 6, 8mm Allen wrenches
 - 3. Headset wrench
 - 4. Pedal wrench
 - 5. 8, 9, 10, 11mm box wrenches
 - 6. Tire levers

2.3 Finishes

- A. A hot-dipped galvanized finish performed after fabrication is standard.
- B. Over 250 high quality TGIC powder-coated colors are available from Dero Bike Rack Co.
 - 1. A TGIC powdercoat finish is available.
 - 2. For powder coated/ painted racks, the following specifications are required: Part is prepared for painting with hard sandblasting. An epoxy primer is electrostatically applied. A final TGIC, UV resistant polyester powder coat is applied. Final coating mil thickness shall be no less than 6 mils.

- C. Thermoplastic coatings may be added over hot-dipped galvanized finishes. In addition to an increased thickness (8-10mils), the thermoplastic finish offers superior impact resistance over powder coating.
- D. Color: Black

2.4 Fixit

A. Space Use

1. The Fixit can accommodate one bike at a time and will use approximately the amount of space listed in the installation diagrams.
2. To ensure that the Fixit is convenient and safe for bicyclists, use these minimum space use configurations when installing the Fixit next to a wall or street.

B. Setbacks

1. Wall Setback: The back of the Fixit should be at least 12" from a wall. Both sides of the Fixit should be 36" from either wall.
2. No part of the Fixit should protrude onto a walkway, bike lane, or common area.
3. Street Setback: For Fixits running parallel to the street, a 96" setback is recommended. For Fixits installed perpendicular to the street, a 60" setback is the minimum.
4. The foot-mounted Fixit has one 10" dia. x .25" plate that is installed onto a concrete base with 4 masonry anchors. 3/8" anchors are the standard anchor shipped with this rack.

PART 3 EXECUTION

3.1 Installation

- A. It is the responsibility of the installer to ensure that all base materials into which the rack will be installed can support the rack and will not be damaged by any required installation procedures.

3.2 Ordering Information

- A. When ordering or specifying this rack, make sure the product type, pump type, finish and fastener type (if applicable) are included. Contact your Dero representative for a current price list or to place an order.

3.3 Included with every Bike Rack

- A. Included in the price is a hot-dipped galvanized finish. The foot-mounted Fixit includes 4 wedge anchors or concrete spikes.

PART 1 - PAYMENT

4.1 METHOD OF MEASUREMENT

- A. The quantity of Special Provision Bike Tuning Station will be paid on an each (EA) basis to install bike tuning station in the designated locations within the limits shown on the plans.

4.2 BASIS OF PAYMENT

- A. The accepted quantity of Special Provision Bike Tuning Station will be paid for at the Contract EA price. The bike tuning station, installation, and all necessary materials shall be paid for incidental to this pay item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.620 Special Provision Bike Tuning Station	EA

END SECTION

APPENDICES

APPENDIX A: Notice of Award

APPENDIX B: Notice to Proceed

APPENDIX C: Performance Bond

APPENDIX D: Payment Bond

APPENDIX E: Application for Payment

APPENDIX F: Change Orders

APPENDIX G: General Contractors or Subcontractors Release and Waiver of Liens

APPENDIX H: Certificate of Substantial Completion

APPENDIX I: Certificate for Final Completion of Work

APPENDIX J: Burlington Ordinances Language

APPENDIX K: Burlington Ordinances Forms

APPENDIX L: City of Burlington Standard Contract Conditions (01.13.2021)

APPENDIX M: Supplemental Safety Performance Standards for Public Health Emergencies

APPENDIX N: Prequalification of Contractors Application – City of Burlington

APPENDIX O: 2021 – City of Burlington Holidays

APPENDIX P: EPSC Requirements and Small Project Application

APPENDIX Q: Contract Plans

BURLINGTON BIKE PATH REHABILITATION PROJECT - PHASE 3b SOUTH, prepared by VHB, dated April 2021

APPENDIX R: Permits

APPENDIX A
NOTICE OF AWARD

TO: _____

Project Description: _____

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders. You are hereby notified that your Bid has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of the Notice of Award.

If you fail to execute said Agreement and to furnish said Bonds within then (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Notice of Award to the Owner. Dated this _____ day of _____, 20____.

OWNER: _____ City of Burlington _____

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

_____ this
_____ day of _____, 20____.

OWNER: _____

BY: _____

TITLE: _____

APPENDIX B
NOTICE TO PROCEED

TO: _____

DATE: _____ (CONTRACTOR)

ADDRESS: _____

CONTRACT: _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Final Completion is _____ and the date of readiness for final payment is _____.

In addition, before you may start any Work at the Site, you must _____.

OWNER: _____ City of Burlington _____

BY (NAME/SIGNATURE): _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

OWNER: _____ Date: _____

BY (Name/Signature): _____

TITLE: _____

APPENDIX C
Performance Bond

KNOW ALL PEOPLE BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, (Corporation,
Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Burlington (Name of Owner)

645 Pine Street, Suite A; Burlington, VT 05401 (Address of Owner)

hereinafter called Owner, in the penal sum of _____

Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the
Owner, dated the _____ day of _____, 20____,
a copy of which is hereto attached and made a part hereof for the construction of:

Now, therefore, if the principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the Owner, with or without notice to the Surety and during
the one year guaranty period, and if they shall satisfy all claims and demands incurred under such contract,
and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer
by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the
Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in
full force and effect.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts
(No.) each one of which shall be deemed an original, this the

_____ day of _____, 20_____.

ATTEST:

[Principal]

[Principal Secretary]

(SEAL)

By: __ (s)

Address: _____

Witness as to Principal

Address: _____

Surety

ATTEST:

By: _____
Attorney-in-Fact

Address: _____

Witness as to Surety

Address: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the Project is located.

APPENDIX D
Payment Bond

KNOW ALL PEOPLE BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, (Corporation,
Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Burlington
(Name of Owner)

645 Pine Street, Suite A; Burlington, VT 05401
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

The Condition of this obligation is such that whereas, the Principal entered into a certain contract with the
Owner, dated the _____ day of _____, 20____, a copy of
which is hereto attached and made a part hereof for the construction of:

Now, Therefore, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and
corporations furnishing materials for or performing labor in the prosecution of the Work provided for in
such contract, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed
or used in connection with the construction of such Work and all insurance premiums on said Work, and
for all labor performed in such Work whether by Subcontractor or otherwise, then this obligation shall be
void; otherwise to remain in force and effect.

Provided, Further, that the said Surety for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the Work to be performed
thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this

Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided, Further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in counterparts,
(No.)

each one of which shall be deemed an original, this the _____ day of ____, 20__.

ATTEST:

Principal _____ (Principal Secretary)

(SEAL) By: _____(s)

Witness as to Principal Address: _____

Address _____

Surety

ATTEST:

Witness as to Surety By: _____
Attorney-in-Fact

Address _____ Address _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bond must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the Project is located.

APPENDIX E
Application for Payment

To: _____(OWNER)

From: _____(CONTRACTOR)

Contract: _____

Project: _____

OWNER's Contract No. _____

For WORK accomplished through the date of: _____ Invoice No. _____

- | | | |
|----|--|-----------------|
| 1. | Original Contract Price: | \$ _____ |
| 2. | Net change by Change Orders and Written Amendments (+ or-) | \$ _____ |
| 3. | Current Contract Price (1 plus 2): | \$ _____ |
| 4. | Total completed and stored to date: | \$ _____ |
| 5. | Less previous Applications for Payment: | \$ _____ |
| 6. | DUE THIS APPLICATION (4 MINUS 5): | \$ _____ |

Accompanying Documentation: 1. Schedule of values and percent complete.

2. _____

APPENDIX F
Change Orders

CHANGE ORDER NO. _____ Date: _____

Project No.: _____ Project Title: _____

Contract No.: _____ Agreement Date: _____

Contract Title: _____ Original Price: _____

Owner: _____ Contractor: _____

The following changes are hereby made to the Contract Documents:

Description: _____

Justifications: _____

Change to Contract Price: \$ _____

Original Contract Price: \$ _____

Current Contract Price adjusted by previous Change Order: \$ _____

The Contract Price due to this Change Order will be (increased) (decreased) by: \$ _____

New Adjusted Contract Price: \$ _____

Change to Contract Time: _____

The Contract Time will be (increased) (decreased) by _____ Calendar days. The date
for completion of all work will be _____ (Date).

The attached Contractor's Revised Project Schedule reflects increases or decreases in the Contract Time as authorized by this Change Order. Stipulated price and time adjustment include all costs and time associated with the above described change. Contractor waives all rights for additional compensation or time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

REQUESTED BY: _____

SIGNATURES/APPROVALS

Recommended By: _____ (Project Manager)

Accepted By: _____ (Contractor)

Ordered By: _____ (Owner)

APPENDIX G

General Contractors or Subcontractors Release and Waiver of Liens

For and in consideration of the receipt of \$ _____, in payment for labor and/or materials furnished, the undersigned does hereby waive, release and relinquish any and all claims, demands and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

Burlington Bike Path Rehabilitation Phase 3a – City of Burlington, VT
(Project Name and Owner)

_____, Vermont as of _____
(Date)

The undersigned further warrants and represents that any and all valid labor and/or materials and equipment bills, now due and payable on the property hereinabove described in behalf of the undersigned, have been paid in full to date of this waiver, or will be paid from these funds.

\$ _____
Total Paid to Date This Contract

Current Payment Due

\$ _____
Total Billed to Date This Contract

Contractor/Sub-Contractor

(Witness)

Contractor/Subcontractor

By: _____

Title: _____

(Witness)

APPENDIX H
Certificate of Substantial Completion

Owner's Project No.: _____

Engineer's Project No.: _____

Project: _____

Contractor: _____

Contract Date: _____

Contract For: _____

Project or Specified Part Shall Include

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended.

To: _____
(Owner)

And To: _____
(Contractor)

Date of Substantial Completion: _____

The Work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project is hereby declared to be substantially completed on the above date.

If a tentative list of items to be completed or corrected is appended hereto, the failure to include an item on it does not alter the responsibility of the CONTRACTOR to complete all the WORK in accordance with the Contract Documents and contract time.

Recommended by:

Engineer Approved by:

Authorized Representative

Date

Owner

Authorized Representative

Date

The Contractor accepts the above Certificate of Substantial Completion.

Contractor

Authorized Representative

Date

Exceptions as to Guarantees

and Warranties: Attachments:

APPENDIX I
Certificate for Final Completion of Work

Contract No.: _____ Agreement Date: _____

Contract Description: _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the WORK as identified in the Final Estimate of Payment for construction CONTRACT WORK dated _____, represents full compensation for the actual value of WORK completed. All WORK completed conforms to the terms of the AGREEMENT and authorized changes.

Date _____ CONTRACTOR: _____

Signature: _____

Title: _____

FINAL CERTIFICATION OF ENGINEER

I have reviewed the CONTRACTOR'S Final Payment Request dated _____ and hereby certify that to the best of my knowledge, the cost of the WORK identified on the Final Estimate represents full compensation for the actual value of WORK completed and that the WORK has been completed in accordance with the terms of the AGREEMENT and authorized changes.

Date _____ ENGINEER: _____

Signature: _____

Title: _____

FINAL ACCEPTANCE OF OWNER

I, as representative of the OWNER, accept the above Final Certifications and authorize Final Payment in the amount of

\$ _____.

OWNER: _____

Date: _____

Authorized Representative: _____

Title: _____

APPENDIX J

Burlington Ordinances Language

ARTICLE VI. LIVABLE WAGES¹

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.

(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least thirteen dollars and ninety-four cents (\$13.94) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least fifteen dollars and eighty-three cents (\$15.83) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

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

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

21-83 Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

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

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

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

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

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

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

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

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

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

21-85 Other provisions.

(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(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)

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.

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.

APPENDIX K

Burlington Ordinances Forms

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

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.

Date _____ By: _____

Subscribed and sworn to before me:

Date _____

Subscribed and sworn to before me: _____
Notary

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

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

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

By: _____
Duly Authorized Agent

APPENDIX L

Standard Contract Conditions (rev. 01.13.2021)

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSTRUCTION CONTRACTORS**

1. DEFINITIONS:

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

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

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

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

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

- A. General Liability And Property Damage: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor’s responsibility to ensure

that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

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

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

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

D. Umbrella Liability:

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

- 4. CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.
- 5. PERSONNEL REQUIREMENTS AND CONDITIONS:** A Contractor shall employ only qualified personnel with 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 Contractor shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any City employees so involved within one (1) year of termination of employment with the City.

The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other than a bona fide employee working solely for the Contractor, 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 Contractor from work related to the Contract, for misconduct, incompetence, or negligence, in the opinion of the City, in the due and proper performance of Contractor's duties, or who neglects or refuses to comply with the requirements of the Contract.

6. **PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.
8. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor 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 Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

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.

- 9. UTILITIES & ACCESS:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City and will enter into 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 Contractor shall inform the City, in writing, of any such contacts and the results thereof.

The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

10. PROTECTION OF PROPERTY:

- A. In General:** Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring:** Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities:** Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

- 11. PUBLIC RELATIONS:** Throughout the performance of the Contract, the Contractor will endeavor to maintain good relations with the public and any affected property owners.

Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the property and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

- 12. 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.

13. APPEARANCES:

- A. Hearings and Conferences:** The Contractor shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

The Contractor 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 Contractor 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 Contractor 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 Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Contractor shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

- 14. RESPONSIBILITY OF COST:** The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and in strict accordance with the Contract Documents and any amendments thereto and any approved supplemental plans and specifications. The Contractor agrees to pay all claims for labor,

materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

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

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 by documentation to substantiate their charges.

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

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

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

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

any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

18. CHANGE ORDERS & AMENDMENTS: No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor. All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the Contract, must be authorized by means of a written Contract Change Order which is mutually agreed to by the City and Contractor. The Contract Change Order will include extra Work, Work for which quantities have been altered from those shown in the Bid Schedule, as well as decreases or increases in the quantities of installed units from those shown in the Bid Schedule because of final measurements. All changes must be recorded on a Contract Change Order (which form is part of these Contract Documents) and fully executed before they can be included in a partial payment estimate. Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

19. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may be granted by amendment only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

20. PUBLIC HEALTH EMERGENCY:

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

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

a. **Public Health Emergency Plan:** The Public Health Emergency Plan will contain:

- i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
- ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
- iii. A schedule for possible updates to the plan as standards and mandates change; and
- iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

b. Review and Acceptance of Plan:

- i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
- ii. The City shall have sole discretion to require changes to the plan.
- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove

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

22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, 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 Contractor's expenses experienced in performing the work. The Contractor 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 for payment shall be valid unless so ordered.

The Contractor agrees to maintain complete and accurate records of all change work, in a form satisfactory to the City. The City reserves the right to audit the records of the Contractor 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 Contractor until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

23. FAILURE TO COMPLY WITH TIME SCHEDULE: If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written

notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

- 24. RETURN OF MATERIALS:** Contractor 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.
- 25. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.
- 26. OWNERSHIP OF THE WORK:** The Contractor 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 Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor 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 Contractor 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.

29. RECORDS RETENTION AND ACCESS: The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and any time within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

30. WARRANTY: In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

Contractor, at its own expense, shall make any repairs, or replacement necessary to correct these defects to the satisfaction of the City.

This warranty of material and workmanship applies only:

1. To the property only as long as it remains in the possession of the City.
2. To the Work that has not been subject to accident, misuse, or abuse by someone other than the Contractor.
3. To the Work that has not been modified, altered, defaced, or had repairs made or attempted by someone other than the Contractor.
4. If the Contractor is immediately notified in writing within ten (10) days of first knowledge of the defect by the City.

5. If the Contractor is given the first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to the City within a reasonable period of time.

Under no circumstances shall Contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

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

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

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

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

B. Termination for Cause:

- i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but

not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 18-20.

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

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

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

- a. **FEDERAL-AID CONSTRUCTION WORK.** The successful Contractor will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.

35. SAFETY REQUIREMENTS: The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements, including the provision and use of appropriate safety equipment and practices.

The Contractor, and not the City, shall be responsible for the safety, efficiency, and adequacy of Contractor's or its subcontractors' plant, appliances, equipment, vehicles, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

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

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

38. TAX REQUIREMENTS: By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, the Contractor 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.

39. INDEMNIFICATION:

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

- B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.
- C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.
- D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Contractor or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Contractor or any third party.

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

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

42. TRANSFERS, SUBLETTING, ASSIGNMENTS, ETC: Contractor 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 subcontractor 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 Contractor of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any subcontractor as specified in the insurance requirements section of this Contract.

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

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

determines that the Contractor is unable to satisfactorily execute the Contract.

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

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

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

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

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

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

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

- 51. ENTIRE CONTRACT & AGREEMENT:** This Contract, including the Contract Documents, constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 52. APPENDICES:** The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor 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 Contractor to ensure that they have the latest versions applicable to the Contract.
- 53. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 54. WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

APPENDIX M

Department of Parks, Recreation and Waterfront Supplemental Safety Performance Standards for Public Health Emergencies.

1. The Contractor shall abide by any Centers for Disease Control (CDC), World Health Organization (WHO), Vermont Department of Health, VOSHA, and OSHA recommendations or requirements for ensuring public and personal health and safety in regards to Novel Coronavirus (COVID-19). If guidance from the organizations listed above is not met, the City maintains the right to stop any construction work at Contractor's sole expense as needed to ensure the health and safety of the public and workers. The Contractor is responsible for abiding by the most current federal and state standards such as, but not limited to, the following health and safety precautions:
 - a. Adhering to Social Distancing practicing between all individuals, including team members and members of the public, whenever possible.
 - b. Limiting occupancy in any vehicles to ensure adequate space between passengers and where possible limiting to one occupant per vehicle.
 - c. Regularly cleaning and disinfecting shared surfaces, equipment, and shared vehicles in accordance with guidelines from the organizations listed above.
 - d. Providing hand washing abilities for field crews and inspectors,, including adequate soap or alcohol-based hand sanitizer.
 - e. Providing adequate Personal Protective Equipment for crew.
 - f. Ensuring any Portalets provided for the project are adequately able to be locked, cleaned, and stocked with alcohol-based hand sanitizer and/or sink with adequate soap.
 - g. Ensuring any employees who have come in direct contact with someone who has tested positive for COVID-19 are instructed to remain off the work site for 14 days.
 - h. Ensuring any sick employee (Contractor or Subcontractor employed) is instructed to stay home for a minimum of 72 hours until free from any symptoms and without use of any medications.
 - i. If COVID-19 testing is positive, said employee must remain off the job until determined to be fully recovered and no longer contagious. Additionally, any employees in direct contact with said positively tested employee shall be instructed to self-isolate for 14 calendar days.
 - i. Maintaining an accurate and current call sheet for all field based employees so employees may be adequately notified of updates and infections.
2. The safety precautions outlined above should be followed as long as they remain in accordance with the most current guidance from the CDC and other organizations listed in this provision.

Should City, State, or Federal orders be issued to stop work as a result of COVID-19, or the selected Bidder need to request a hold or delay of work due to COVID-19 related illness within the crew, contract extensions will be granted and excusable. Reductions in the Scope of Work may be considered and approved by the Owner if COVID-19 related delays arise for completing the work.

The Contractor and Subcontractors will be required to submit the company health and safety policy that addresses the minimums within this provision. The policy shall be reviewed and approved by the Owner prior to commencing work.

APPENDIX N
Prequalification of Contractors Application – City of Burlington

City of Burlington



Pre-Qualification of Construction Contractors Application

Project Name: _____

Bid Due Date: _____

TO BE FILLED OUT BY CITY OF BURLINGTON ONLY:

Date Received: _____

Date Checked: _____

Checked By: _____

Available for Electronic Mailing

Check List for Required Items:

- ☐ One copy of the questionnaire completed in its entirety.
- ☐ Questionnaire must be completely executed and properly sworn to before a Notary Public.
- ☐ Financial Statements which are compiled, reviewed, or fully-audited must be prepared and certified by an Independent Certified Public Accountant (CPA).
- ☐ Verification of OSHA statement and reported events with the establishment search feature at:
<https://www.osha.gov/oshstats/>
- ☐ State of Vermont Pre-Qualified approved work type documentation, if applicable

Pre-Qualification of Construction Contractors Application

This is an application for pre-qualification of construction contractors for the City of Burlington under Chapter 21 of the Code of Ordinances. The purpose of the application is to solicit information necessary to determine whether a contractor applying for work on a government funded project is a responsible contractor.

1. Policy

It is the policy of the City of Burlington to let contracts for city construction projects only to contractors and subcontractors that demonstrate that they are responsible contractors.

2. Responsible Contractor

Responsible contractors are those contractors and subcontractors who have demonstrated to the city that they are financially responsible, have experience suggesting that they have the ability to perform government projects responsibly, have demonstrated that they are responsible employers, and have demonstrated that they have fair subcontractor relations, or that they perform all work with their own forces.

3. Minimum Contract Amount

This pre-qualification requirement applies to any construction contract by a department, board or council of the City, or those construction projects financed by tax exempt bonds issued by the Burlington Community Development Corporation, in which the total project cost is \$100,000 or more.

4. Contracting Authority

This application is to be delivered to the contracting authority under the schedule determined by that authority as part of the bidding process. The contracting authority is the department, board or council, agency, or entity that is sponsoring the contract on behalf of a government funded project.

5. Proprietary Information

All information submitted by contractors and subcontractors in connection with a pre-qualification application shall be considered proprietary information. The City shall not release the information except as may be required by the Access to Public Records Law, or by court order.

6. Subcontract Work

The pre-qualification requirement does not apply to subcontractors where the total value of the work to be performed is less than \$7,500.

Instructions for Filing the Questionnaire, Financial Statement and Other General Information For Contractors

1. Preparation of Statement:

One copy of the questionnaire is required by the City. It must be completely executed and properly sworn to before a Notary Public. Financial Statements which are compiled, reviewed, or fully-audited must be prepared and certified by an Independent Certified Public Accountant (CPA). A Certified Public Accountant is considered on who, in Vermont, is registered by the State of Vermont Board of Public Accountancy as a CPA. For other states, the City will consider a CPA whose registration qualifications in their state equal those established in Vermont. This questionnaire must be submitted at least five (5) working days before the date of opening bids in order to ensure consideration for pre-qualification for a particular bid opening.

2. Notification of Action Taken:

The City will send in writing to the applicant a notification of its decision. Questionnaires will be considered in the order received and acted upon at all times as promptly as circumstances permit. Contractors duly pre-qualified will be appraised in writing of both the amount and type of work on which they will be eligible to bid.

3. Duration of Pre-Qualification:

The duration of any pre-qualification will not exceed one (1) year and will expire annually three (3) months subsequent to the closing date of the contractors fiscal year, as evidenced in their financial statement.

4. Revision of Pre-Qualification Rating:

Requests for revision of pre-qualification rating will be considered at any time provided credentials showing increased assets, equipment or ability to perform work are submitted. These must be submitted at least five (5) working days prior to a bid opening to receive consideration for that bid opening. Contractors shall also report any substantial increase in liabilities that occurs during the pre-qualification period.

5. Request for Plans, Specifications and Proposal Form:

Contractors having been duly pre-qualified will receive notices from time to time inviting submission of proposals for the contracts to be let on specified dates. A Contractor desiring to receive plans, proposal and specifications for any contract may obtain them upon written request only, utilizing the special form entitled A Standard Form B Request for Proposal and/or Plans. This form is furnished to all pre-qualified contractors by the City and this form must show the status of all work under contract or otherwise executed by the Contractor, both inside and outside the State of Vermont, as of the date of request.

**PRE-QUALIFICATION OF
CONSTRUCTION CONTRACTORS
APPLICATION**

Submitted by _____

Corporation ☐ Partnership ☐ Individual ☐ Other ☐

Mailing Address _____

Location Address _____

Telephone Number _____ Federal ID Number _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Notary Signature

Authorized Signature

Date

Date

Experience Questionnaire

How many years has your organization been in business as a general contractor under your resent business name? _____ Under other names? (List)

How many years experience in construction work has your organization had, (a) As a general Contractor, (b) As a Sub-Contractor: _____

Has your organization, or any officer, partner, director or principal individual thereof ever admitted to or been convicted of any criminal violation, including but not limited to discrimination, anti-trust or labor violations, other than traffic offences; or been convicted of or is currently being sued for any civil antitrust violation or other civil suit involving fraud; or been debarred from performing work on any contract?

If so, give full details, including the name of any individual involved and the court and docket number of any civil or criminal actions:

Date of reinstatement _____

2. Is your organization currently debarred from performing work on any contract? YES / NO

If yes, by whom? _____

Date of reinstatement: _____

3. Has your organization ever been denied pre-qualification? YES / NO

If so, by whom and for what reason? _____

4. Have you ever failed to complete any work awarded to you? YES / NO

If so, where and why? _____

5. Has any officer, director or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? YES / NO

If so, state the name of individual, other organization and reason therefore:

6. Has any officer, director or partner of your organization ever failed to complete a construction contract handled in his own name? YES / NO
- _____
- _____
- If so, state name of individual, name of owner and reason therefore: YES / NO
- _____
- _____
7. Has the organization been cited in the past three (3) years for violations of OSHA? YES / NO
- If so, please explain:
- _____
- _____
8. Has the organization currently any outstanding legal action against it by a subcontractor on a current or former job? YES / NO
- If so, please explain:
- _____
- _____
9. List all parents, subsidiaries, affiliates or divisions of your firm, and any related parties included in disclosures in your most recent financial statements or the notes thereto:
- _____
- _____
10. List any of your officers, shareholders or directors that are affiliated with any other contractor and/or supplier:
- _____
- _____
11. Identify all persons having final bidding authority and/or the Chief Estimator:
- _____
- _____
12. Give names and complete addresses of three (3) major material suppliers and/or subcontractors with whom your firm has done business in the past 3 years:
- _____
- _____
- _____
13. List the names and addresses of the following:

Bank:

Amount of Letter of Credit:

Bonding Co. and limit (Please specify per project and aggregate limits):

Bonding Agent:

Liability Insurance:

Name of Carrier:

Limits of Liability:

Worker's Compensation:

Name of Carrier:

14. Does the organization have a company safety program, such as, YES / NO
a currently approved VOSHA plan in place?

If so, briefly describe:

15. List the average wages and benefits paid by the organization over the past year for the skills, trades and job classifications intended to be employed for the contract (s) under consideration in this pre-qualification:

<u>Job Title</u>	<u>Hourly wages</u>	<u>Health Insurance</u>
<u>CARPENTER</u>		
<u>ELECTRICIAN</u>		
<u>PAINTERS</u>		
<u>PIPEFITTERS</u>		
<u>PLUMBERS</u>		
<u>ROOFERS</u>		
<u>POWER EQUIPMENT OPERATORS</u>		
<u>TRUCKER DRIVERS</u>		
<u>LABORERS</u>		
<u>OTHERS</u>		

16. List specific projects which your organization has completed in the last five years (Attach additional sheet if required):

<u>Contract Amount</u>	<u>Type of Work</u>	<u>% of Subcontract</u>	<u>When Completed</u>	<u>Location</u>	<u>Name, Address and Telephone of Owner</u>

17. List all field supervisory personnel and indicate their construction experience:

<u>Name</u>	<u>Present Position or Office</u>	<u>No. of Years With this Firm</u>	<u>Construction Experience</u>	<u>Magnitude and Type of Work</u>	<u>In what Capacity</u>

18. Is your firm pre-qualified by the State of Vermont?

YES / NO

If so, please state rating and type of work qualified to perform:

RATING

TYPE OF WORK

Experience and Work Preference

In the following tabulation indicate the various types of work in which you are experienced and for which you desire to be qualified:

Bridge Construction	_____	Bridge Rehabilitation	_____
Railroad Signals	_____	Roads Culverts	_____
Building Construction	_____	Building Demolition	_____
Surface Rehabilitation	_____	Maintenance	_____
Tank Removal/Replacement	_____	Foundation	_____
Guard Rail, Fencing & Signs	_____	Hazardous Material Removal	_____
Construction &	_____	Landscaping	_____
Rehabilitation	_____	Pavement Markings	_____
Traffic Signals & Lighting	_____	Water & Sewer	_____
Road Construction	_____	Other (as specified)	_____

19. Financial Capability.

The City reserves the right to request additional information if necessary to establish financial capability.

Appendix O: City of Burlington Holidays

HUMAN RESOURCES DEPARTMENT CITY OF BURLINGTON

200 Church Street, Suite 102, Burlington, VT 05401

Phone: (802) 865-7145

Fax (802) 864-1777

Vermont Relay: 7-1-1 or 800-253-0191



CITY OF BURLINGTON HOLIDAYS 2021

New Year's Day	Friday, January 2020
Martin Luther King, Jr. Day	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021
Town Meeting Day	Tuesday, March 2, 2021
Memorial Day	Monday, May 31, 2021
Independence Day (observed)	Monday, July 5, 2021 (<i>actual date, Sunday, July 4</i>)
Bennington Battle Day	Monday, August 16, 2021
Labor Day	Monday, September 6, 2021
Indigenous Peoples' Day	Monday, October 11, 2021
Veterans Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Christmas Day (observed)	Friday, December 24 th , 2021 (<i>actual date, Saturday, December 25</i>)

IN ADDITION:

- One Floating Holiday Per Fiscal Year.
- The day after Thanksgiving shall be a Limited Service Day. A Limited Service Day shall be defined as a day that all City offices are open and all City services are provided. Department Heads shall ensure minimum staffing is available to carry out necessary functions. Employees required to work a Limited Service Day shall be entitled to another day off, which shall be taken during the fiscal year in which it is earned or it will be forfeited.

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities.

For accessibility information or alternative formats, please contact Human Resources Department at (802) 540-2505.



APPENDIX P

EPSC Requirements and Small Project Application

APPENDIX Q
Contract Plans

The Contract Plans are included as a separate attachment.

APPENDIX R

Permits

Several permits are needed for this project, and applications for these permits have been submitted to the review Agencies. None of the needed permits have been issued to date. A matrix indicating the needed permits and the status of the application reviews is shown on the following page.

Burlington Greenway Phase 3b South

Collateral Permit Tracking and Status

Prepared by VHB

Last Updated 4/15/2021 by VHB

Project Limits: south end of Oakledge to Blanchard Beach (including Pause Place)



Permit	Agency	Agency Personnel	Project Lead Coordinator / Preparer	Trigger for Jurisdiction	Critical Path Date	Fee	Submission Date	Agency Review Period (est. days)	Agency Status	Draft Permit Issued (est.)	Public / Appeal Period	Final Permit Issued (est.)
FEDERAL												
Section 404: Clean Water Act	US Army Corps of Engineers (USACE)	Michael Adams	Ketterling / Slaney	Clean Water Act	--	\$ -	4/15/2021	40	For impacts to wetland east of path at culvert and for Pause Place. Adams is aware of project and avoidance/minimization measures to date. Agency review period includes 15-day interagency review.	5/25/2021	N/A	5/19/2021
Section 401: Water Quality Certification	DEC Watershed Management Division	Bethany Sargent	Slaney	Clean Water Act	--	\$ -	N/A	N/A	Assumed will be waived during Section 404 interagency review period.	N/A	N/A	NA
Section 106 / Vermont Historic Preservation Act	Division for Historic Preservation	Scott Dillon	Ketterling	Section 404 and VT Hist. Pres. Act	--	\$ -	With Sec. 404 application	0	No resources in the Corps' permit area. Archaeological work completed previously and no sensitive sites identified. See state compliance under Act 250.	N/A	N/A	N/A
Section 7 of the Endangered Species Act (Fed. Listed Bats)	US Fish and Wildlife Service (USFWS) VT Fish & Wildlife Dept.	Susie von Oettingen Alyssa Bennett	Slaney	Section 404, 3-9020	--	\$ -	N/A	N/A	Two PRTs are proposed for clearing, completed before 4/15/21 per S. Sauve (4/15/21). Also will be taken account of through Corps 404 process.	N/A	N/A	N/A
STATE												
Act 250 Land Use Permit Amendment	District #4 Environmental Commission	Stephanie Monaghan	Sauve / Ketterling	Existing Permit 4C0051 as amended (-1, -2)	--	\$ -	4/15/2021	45	Coordination with Stephanie ongoing by BPRW/Sauve. PAS resolved per below.	5/30/2021	21	6/20/2021
Criterion 8: Historic Sites	Vermont Division for Historic Preservation	Scott Dillon	Sauve	Act 250	--	\$ -	4/1/2021	30	Coordination with Scott is ongoing. Archaeological fieldwork needs to be completed at the universal access playground. May delay decision	5/1/2021	N/A	No Permit - supports Act 250
Criterion 9(B): Primary Agricultural Soils	Agency of Agriculture, Food and Markets	Ari Rockland-Miller	Sauve / Ketterling	Act 250	--	\$ -	4/12/2021	4	Approximately 0.9 ac of PAS impact at a mitigation ratio of 2:1 = 1.8 ac. Therefore no compensatory mitigation required (<2 ac threshold).	4/16/2021	N/A	No Permit - supports Act 250
Construction Phase Stormwater Discharge (GP 9020)	DEC Stormwater Program	Winn Wilson	Ford	CWA / Nat. Pollutant Discharge Elimination System (VT delegated)	--	\$ 480.00	4/9/2021	30	Over 1 acre of disturbance, therefore permit is triggered. Winn is aware of the project requiring authorization.	5/9/2021	14	5/23/2021
Operational Phase Stormwater Discharge (INDS)	DEC Stormwater Program	Winn Wilson	Zweber	Vermont Stmwtr Mngt Rule	--	TBD	TBD	TBD	Assumed to be required to satisfy existing permit requirements for all of Phase 3. Alternatives for treatment being evaluated at Leddy Park. Unclear if required for completion of Phase 3b.	TBD	30	TBD
Vermont Individual Wetland Permit	DEC Wetlands Program	Tina Heath	Slaney	Vermont Wetland Rules	--	\$ 1,914.50	3/22/2021	50	Permit application deemed administratively complete on 4/1/21. Fee paid. Tina indicates too busy to start review before week of 4/19. Adjusted review from 60 to 50 days	5/11/2021	30	6/10/2021
Threatened and Endangered Species Takings Permit (Plants)	Vermont Fish and Wildlife Department	Bob Popp	Fenner	Section 404, 3-9020	--	\$ -	N/A	N/A	No state or federally listed plants present within the project area. No permit required. Use similar approach for sand relocation as at Barge Canal revetment.	N/A	N/A	N/A
MUNICIPAL												
Natural Resource Protection Area Overlay District	City of Burlington	Scott Gustin	City	Comprehensive Development Ordinance, Sec. 4.5.4	--		TBD	TBD	To be coordinated by City	TBD	TBD	TBD