



REQUEST FOR PROPOSALS (RFP)

Date: March 19, 2015
To: Open Invitation to General Contractors, Plumbing Contractors
From: Burlington Parks, Recreation & Waterfront
Re: Oakledge Park Upper Pavillion Restroom Renovation

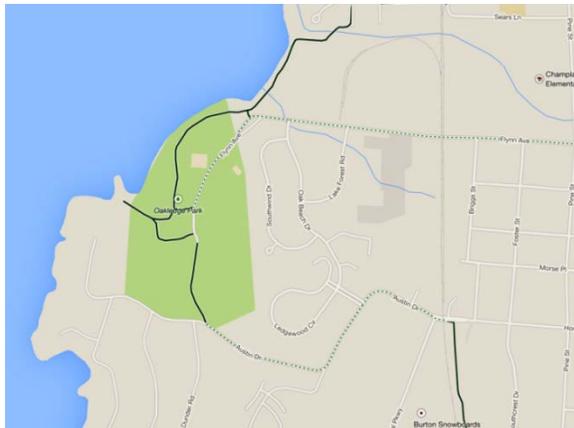
I. GENERAL INFORMATION

Perkins Pier, 1 Maple St., Burlington, VT 05401

Burlington Parks, Recreation & Waterfront is seeking proposals from qualified general and/or plumbing contractors. Questions concerning this RFP must be made via email per the schedule outlined below. Responses to all submitted questions will be posted at: <http://www.burlingtonvt.gov/RFP>.

Issue date: Thursday, March 19, 2015
Optional site visit: Monday, March 23, 2015 from 8:00 AM
(Please confirm attendance with project coordinator)
Questions due: Wednesday, March 25, 2015 by 4:00 PM
Proposals due: Wednesday, April 1, 2015 by 4:00 PM

Inquiries/submissions to: **Jon Adams-Kollitz, Parks Project Coordinator**
Burlington Parks, Recreation & Waterfront
jadamskollitz@burlingtonvt.gov
(802) 540-0363



Oakledge Park– Locator Map



Oakledge Park – Upper Pavilion Location



II. PROJECT DESCRIPTION

The Upper Pavilion at Oakledge Park was built in 1978 and contains two public restrooms that are opened seasonally and serve the southern portion of the park. The restrooms are used by general park users, pavilion users (parties, events, etc.), occasional large scale events and will be immediately adjacent to the Burlington Bike Path when this section is rebuilt in the next few years.

III. SCOPE OF WORK

Please carefully read the following information that details the City's expectations in relation to the project scope of work. The selected contractor will provide the City with professional services to realize the successful implementation of all aspects of this scope. The contractor will be responsible for coordinating work with all sub-contractors. The list and order of activities outlined below may be amended and finalized with the contractor. The scope of work includes, but is not limited to, the following elements:

Permitting

By BPRW:

- City of Burlington Zoning permit
- City of Burlington Building Permit

By Contractor:

- City of Burlington Electrical Permit
- City of Burlington Plumbing Permit

Construction

By BPRW:

- Demolition: removal of all existing fixtures, partitions and accessories from interior of two restrooms

By contractor:

- Refer to attached drawings and specifications

Deliverables

- Plumbing & Electrical permits
- As-built drawings of completed project (including any changes made during construction)

IV. RFP SUBMITTAL

Responses to this RFP must be not more than 24 pages in length (12 double-sided or 24 single-sided pages) and include the following:

- 1) Qualifications Detail consisting of:
 - a) Cover letter including statement of understanding & approach to this project;



- b) Attachment A (provided in this RFP): Signed by a representative of lead contractor attesting that all terms, conditions and procedures outlined in this RFP are understood and have been followed;
 - c) 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;
 - d) Specific Project Experience: Descriptions detailing completed, similar or relevant project experience that the applicant has executed. Links to similar or relevant projects are encouraged;
 - e) List of References: Provide a minimum of three client references with which the applicant has provided similar design/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.
- 2) Technical Proposal consisting of:
- a) 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 outlines in the RFP, and any insights into the project gained as a result of developing the proposal;
 - b) A scope of work that includes steps to be taken, including any products or deliverables;
 - c) A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each sub-contractor by task;
 - d) A proposed schedule that indicates project milestones and overall time for completion;
 - e) Any other information deemed necessary to address the requests of this RFP.
- 3) Cost Proposal consisting of:
- a) A composite schedule by task of direct labor hours;
 - b) An itemized schedule of all expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant)
 - c) **A maximum budget amount of \$60,000 inclusive of all fees and expenses.**

Responses to this RFP must be received per the schedule outlined on Page 1 to be considered. Proposals must be submitted in both digital (PDF) and printed formats. Provide one print copy of the proposal in addition to the digital file, which may be emailed or submitted on a CD. Applicants will receive a confirmation email once their proposal is received. Please ensure that the document is easily printable in an 8.5x11 format.

Additional requirements are as follows:

- Applicants are solely responsible for ensuring that proposals arrive on time.
- Each applicant **MUST** provide their submittal electronically as a PDF.
- Faxed proposals **WILL NOT** be accepted.
- Late replies **WILL NOT** be considered.



Proposals and questions should be submitted to Jon Adams-Kollitz, Parks Project Coordinator, Burlington Parks, Recreation & Waterfront at jadamskollitz@burlingtonvt.gov.

Proposals may be mailed or delivered to:

Jon Adams-Kollitz, Parks Project Coordinator
Burlington Parks, Waterfront & Recreation
645 Pine Street, Suite B
Burlington, Vermont 05401

V. EVALUATION CRITERIA & SELECTION PROCESS

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

1. **Experience & Qualifications** relevant to key personnel and/or sub-contractors (15 pts)
2. **Project Understanding & Knowledge of Area** depth or relevant technical experience (15 pts)
3. **Ability to Meet Schedule** required to complete the plan and deliverables (15 pts)
4. **Ability to Meet Budget/Value** as related to proposed and additional costs (15 pts)
5. **Depth of Skills** related to technical aspects of project (10 pts)
6. **Demonstration of Innovative Approaches** particular to technical solutions (10 pts)
7. **Level of Experience** with municipalities of similar size, structure and complexity (10 pts)
8. **Quality, Clarity & Completeness of Submittal Package** (10 pts)

VI. ANTICIPATED PROJECT SCHEDULE

The City requires that all related work, inclusive of design and construction, be completed by **May 8, 2015**. The City anticipates that the selected Contractor will be awarded the project in April of 2015. The City reserves the right to amend all dates. While this timeline may be subject to change, all participating parties will be notified.

- 3/19 RFP issued
- 3/23 Optional site visit at Oakledge Upper Pavilion, 8am
- 3/25 Questions due at 4pm
- 4/1 Proposals due at 4pm
- 4/2 Proposal review, project award
- 4/13 City of Burlington, Board of Finance approval
- 4/14 Contract signing, project kickoff
- 5/8 Project completion



VII. TERMS & CONDITIONS

Communications

It is important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted on the Parks & Recreation website at: <http://www.burlingtonvt.gov/RFP>. Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

Other terms

Costs for preparing proposals in response to this request are solely the responsibility of the respondent. The City of Burlington reserves the right to accept or reject any or all proposals, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the City will be final.

The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the City upon delivery. This solicitation in no way obligates the City of Burlington to award a contract.

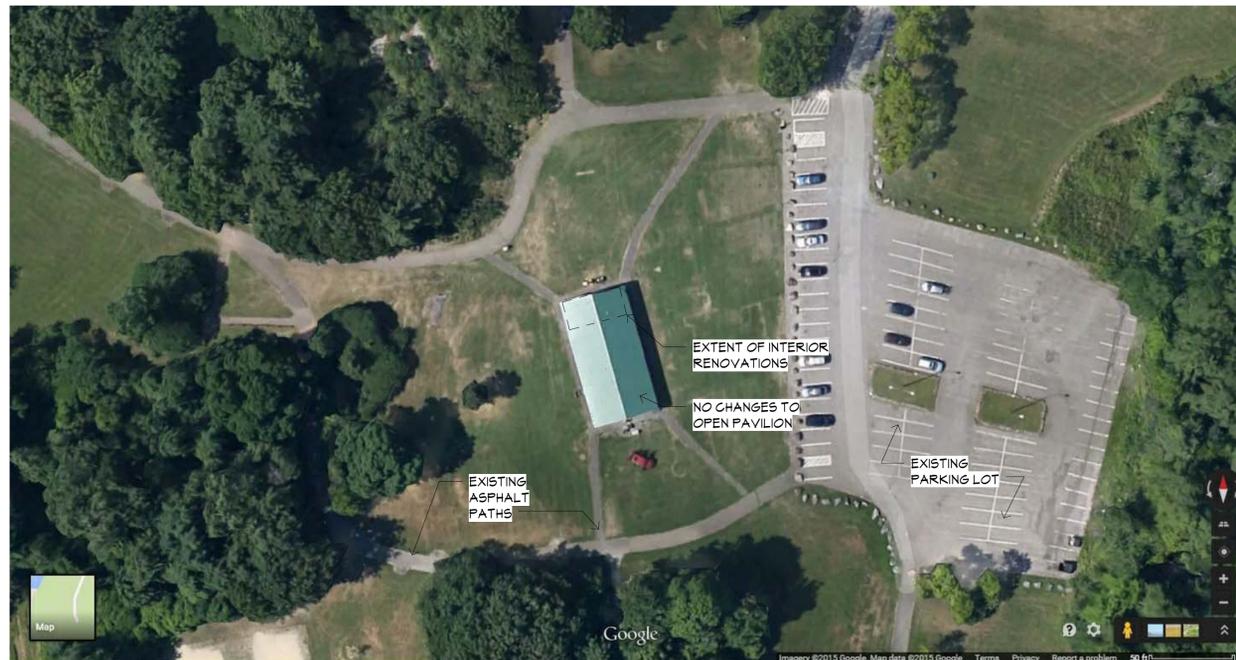
It will be necessary for responding parties to comply fully with the terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal (Attachment A).

The Contractor, and/or subcontractors, shall comply with all applicable Federal, State and local laws, including but not limited to the City of Burlington Livable Wage Ordinance. Each party will be required to sign and notarize the Livable Wage Compliance Certification. See attached Livable Wage Poster for fiscal year 2015 (Attachment B).

Bid, payment & performance bonding is required for City of Burlington projects over \$50,000. Please submit a notarized bond for 5% of the value of your proposal.

The Consultant shall comply with the City's Standard Contract Provisions (Attachment C).

Equal Opportunity: the selection of consultant shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The City of Burlington is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.



DRAWING LIST	
A0.0	COVER SHEET
A 1.1	FIRST FLOOR PLAN & REFLECTED CEILING PLAN
A2.0	BUILDING ELEVATIONS
A3.0	INTERIOR ELEVATIONS

SCOPE OF WORK

Renovation of Men's and Women's restroom facilities includes the following Scope of Work:

1. Remove and replace all existing plumbing fixtures with new ADA compliant fixtures, bathroom partitions, and toilet room accessories.
2. Reconfigure bathroom entries and install new HM doors.
3. Patch CMU walls and concrete slab as required by plumbing and door reconfiguration.
4. Repaint and reinstall exterior drinking fountain. (Add Alternate: install two new water fountains on exterior wall)
5. Install tubular skylight / LED fixtures in restrooms with collector domes on roof. Install recommended roof flashing assembly for metal roof.
6. Remove and replace ceilings in bathrooms with MDF, paint.
7. Paint new doors, existing windows, all exterior roof trim on entire building, and north CMU wall only. Patch, repair, clean, and repaint all interior walls. See elevations for new wall graphics / murals.



**GARDNER
KILCOYNE
architects**
147 Allen Brook Lane,
Suite 103
Williston, Vermont 05495
Phone 802 655 0145
www.gk-architects.com

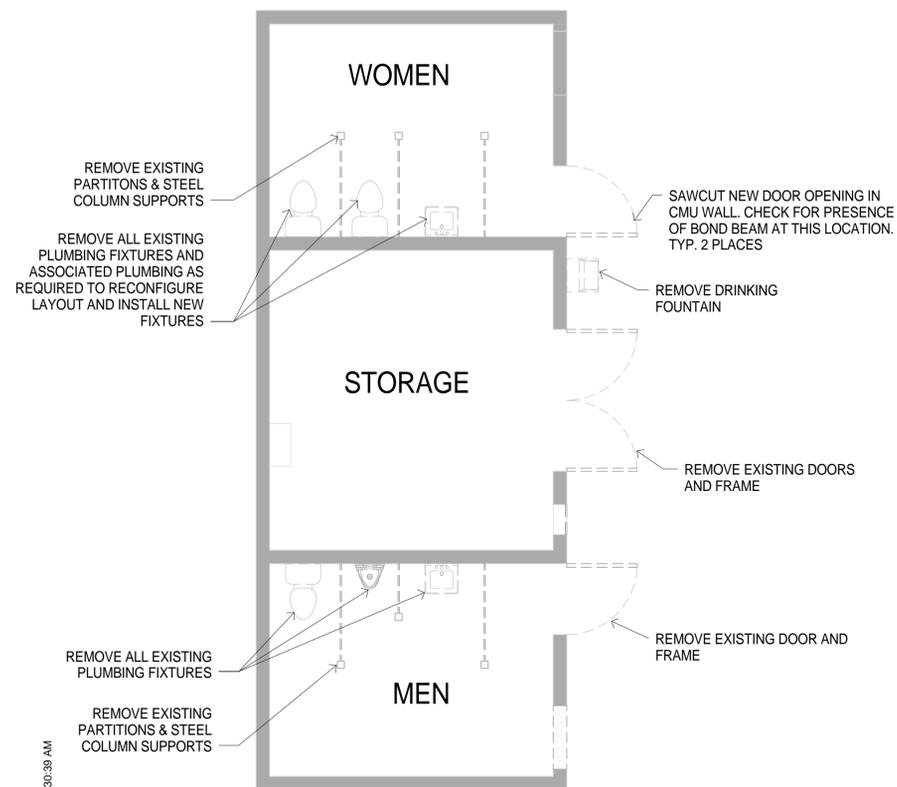


Burlington Parks, Recreation & Waterfront
645 Pine Street
Burlington, VT 05401
802-864-0123
www.enjoyburlington.com

OAK LEDGE PAVILION RESTROOM RENOVATIONS

DEMO NOTES:

1. REMOVE EXISTING PLYWOOD CEILING IN BOTH RESTROOMS. CEILING TO REMAIN IN MIDDLE ROOM.
2. REMOVE CROWN TRIM IN RESTROOMS



1 DEMO PLAN
A0.0 1/4" = 1'-0"



PROPOSED - WEST ELEVATION



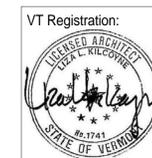
EXISTING - WEST ELEVATION



PROPOSED - PERSPECTIVE



EXISTING - PERSPECTIVE



Project:
**Oak Ledge
Park
Restroom
Renovations**
Burlington, VT

Proj. No.:
Project Number

Drawing Title:
**COVER
SHEET**

Scale: 1/4" = 1'-0"

NO.	DATE	NOTE

REVISIONS

SHEET No.

A0.0

Drawn by: Date:
DW/SL 03/12/15



Project:
Oak Ledge Park Restroom Renovations
Burlington, VT

Proj. No.:
Project Number

Drawing Title:
FIRST FLOOR PLAN & REFLECTED CEILING PLAN

Scale: As indicated

NO. DATE NOTE

REVISIONS

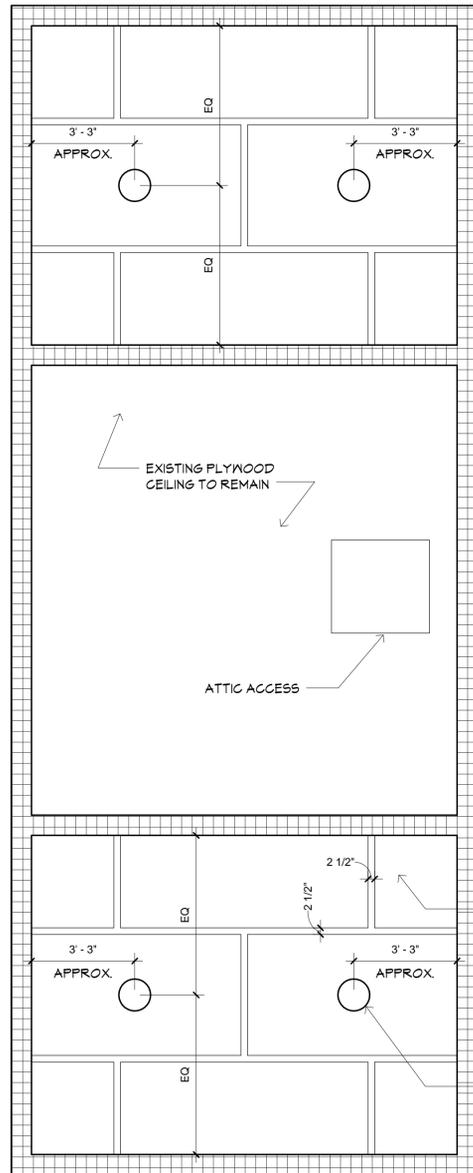
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A1.1

Drawn by: SL/DW Date: 03/12/15

ABBREVIATIONS

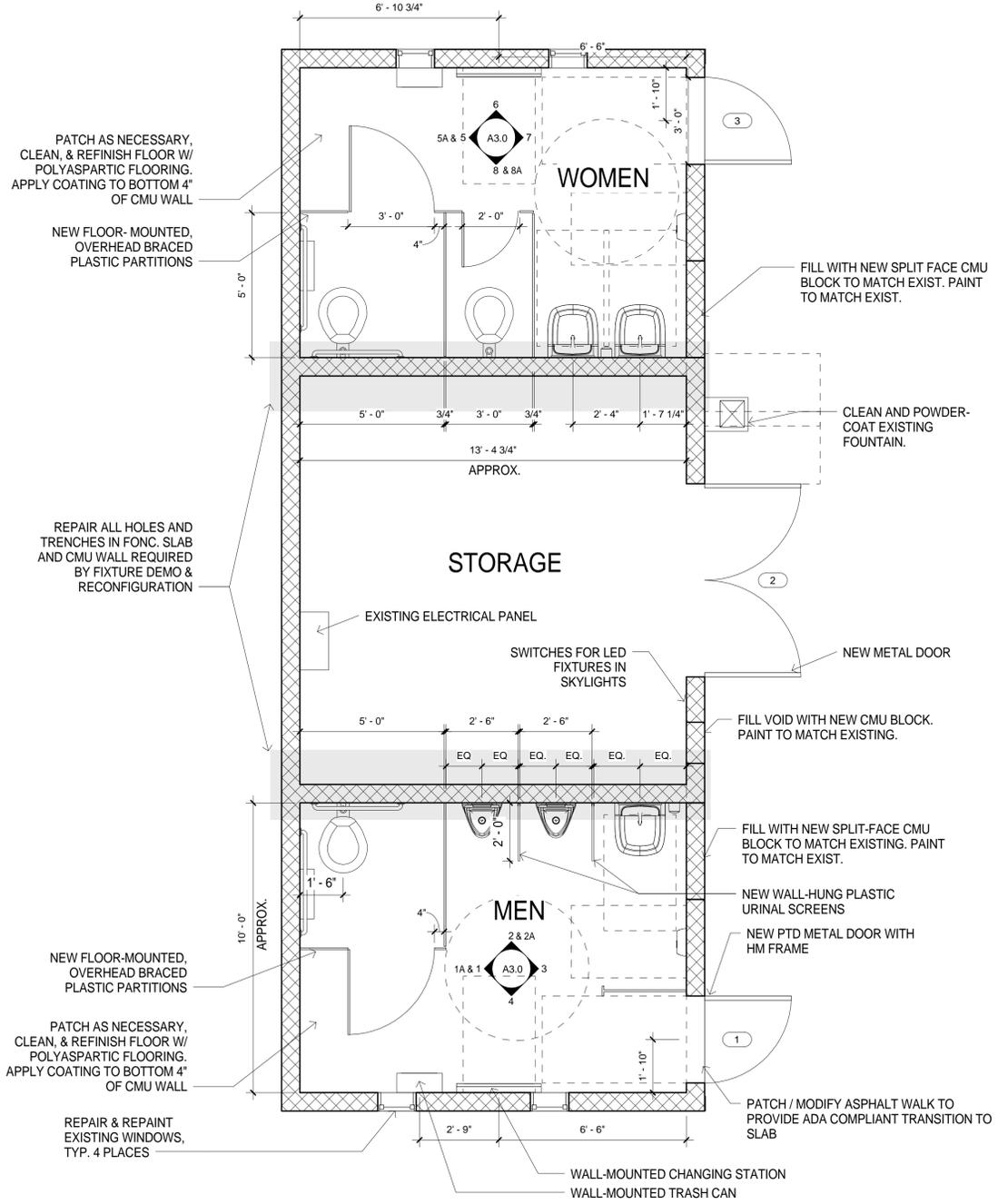
A	AND
ADA	AT
ADJ	AMERICANS WITH DISABILITIES ACT
AFF	ADJUSTABLE
ALUM	ABOVE FINISHED FLOOR
ANSI	ALUMINUM
APPROX.	AMERICAN NATIONAL STANDARDS INSTITUTE
B.O.	APPROXIMATE, APPROXIMATELY
BLDG.	BOTTOM OF
BRG.	BOARD
C	BUILDING
CLG.	BEARING
CLR.	CENTERLINE
CMU	CLEAR
COL.	CONCRETE MASONRY UNIT
COLS.	COLUMN
CONC.	COLUMNS
CONT.	CONCRETE
CPT	CONTINUOUS
CTR	CARPET
DBL	CENTER
D.S.	DOUBLE
DIA.	DOWNSPOUT
DISP.	DIAMETER
DTL.	DISPLAY OR DISPENSER
E.J.	DETAIL
EMC.	MASONRY EXPANSION JOINT
EL.	ELECTRICAL WATER COOLER
ELEC.	ELEVATION
ELEV.	ELECTRIC, ELECTRICAL
EQ.	ELEVATOR
EXTG.	EQUAL
EXT.	EXISTING
FE	EXTERIOR
FE	FIRE EXTINGUISHER
FE	FIRE EXTINGUISHER CABINET
FG.	FACTORY FINISH
F.G.	FIBER GLASS
FIN.	FINISHED
F.O.	FACE OF
FT.	FIRE TREATED
GA.	GAUGE
G.C.	GENERAL CONTRACTOR
GHB	GYPSUM WALLBOARD
GYP.	GYPSUM
H.	HIGH
HG	HANDICAPPED
HB	HOSE BIB
HDX	HARDWARE
HM	HOLLOW METAL
HP	HIGH POINT
HT	HEIGHT
ID.	INSIDE DIAMETER
INFO	INFORMATION
INSUL.	INSULATION
INT.	INTERIOR
JAN.	JANITOR
JT.	JOINT
LB.	FOUND
LP	LOW POINT
MATL.	MATERIAL
MAX.	MAXIMUM
MDF	MEDIUM DENSITY FIBERBOARD
MDO	MEDIUM DENSITY OVERLAY
MFR.	MANUFACTURER
MIN.	MINIMUM
MO.	MASONRY OPENING
MOD.	MODIFIED
MTD.	MOUNTED
MTL.	METAL
NO.	NUMBER
N/A	NOT APPLICABLE
O.C.	ON CENTER
OD.	OUTSIDE DIAMETER
OFF.	OFFSITE
OPNS.	OPENING
PLAM.	PLASTIC LAMINATE
PART.	PARTITION, PARTIAL
PLYND.	PLYWOOD
PTD.	PAINTED
PVR.	PAVER
PL	PLATE
ROP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
RL	RAIN LEADER
RECEP.	RECEPTACLE
REF.	REFER, REFERENCE
REQD.	REQUIRED
R.O.	ROUGH OPENING
SCHED.	SCHEDULE
SOFT.	SQUARE FEET
SQIN.	SQUARE INCHES
SCM	SOLID CORE WOOD
SS.	STAINLESS STEEL
SHT.	SHEET
SHTS.	SHEETS
SM.	SIMILAR
SPECS.	SPECIFICATIONS
STL	STEEL
T&G	TONGUE & GROOVE
TEL.	TELEPHONE
THICK.	THICKNESS
THRESH.	THRESHOLD
T.O.	TOP OF
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
VGT	VINYL COMPOSITION TILE
VIF	VERIFY IN FIELD
W.	WIDE
W/	WITH
W/D	WOOD
WVF	WELDED WIRE FABRIC



2 REFLECTED CEILING PLAN - PROPOSED
3/8" = 1'-0"

NEW PTD MDO CEILING W/ PTD WOOD BATTEN STRIPS

SOLATUBE SMART LED SKYLIGHT / LIGHT FIXTURE WITH OCCUPANCY (IR-SOUND) SENSOR, TYP. 4 PLACES (2 PRIMARY UNITS, 2 SECONDARY UNITS)



1 FLOOR PLAN - PROPOSED
3/8" = 1'-0"

PATCH AS NECESSARY, CLEAN, & REFINISH FLOOR W/ POLYASPARTIC FLOORING. APPLY COATING TO BOTTOM 4" OF CMU WALL

NEW FLOOR-MOUNTED, OVERHEAD BRACED PLASTIC PARTITIONS

REPAIR ALL HOLES AND TRENCHES IN FONC. SLAB AND CMU WALL REQUIRED BY FIXTURE DEMO & RECONFIGURATION

EXISTING ELECTRICAL PANEL

SWITCHES FOR LED FIXTURES IN SKYLIGHTS

NEW METAL DOOR

FILL VOID WITH NEW CMU BLOCK. PAINT TO MATCH EXISTING.

FILL WITH NEW SPLIT-FACE CMU BLOCK TO MATCH EXISTING. PAINT TO MATCH EXIST.

NEW WALL-HUNG PLASTIC URINAL SCREENS

NEW PTD METAL DOOR WITH HM FRAME

PATCH / MODIFY ASPHALT WALK TO PROVIDE ADA COMPLIANT TRANSITION TO SLAB

WALL-MOUNTED CHANGING STATION

WALL-MOUNTED TRASH CAN

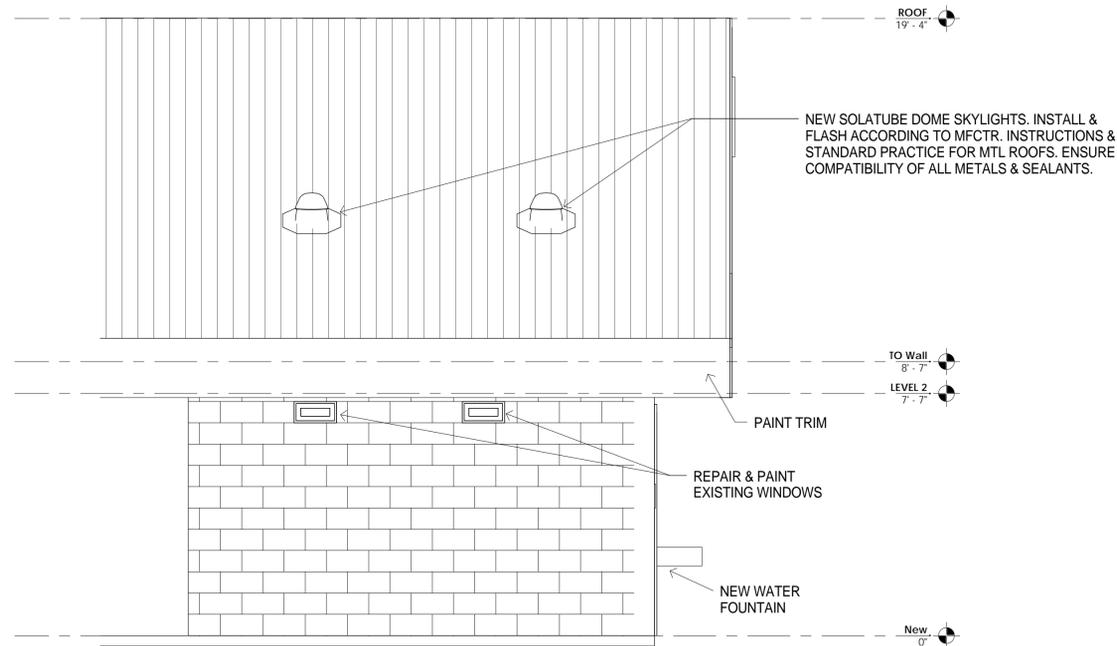
CLEAN AND POWDER-COAT EXISTING FOUNTAIN.

FILL WITH NEW SPLIT FACE CMU BLOCK TO MATCH EXIST. PAINT TO MATCH EXIST.

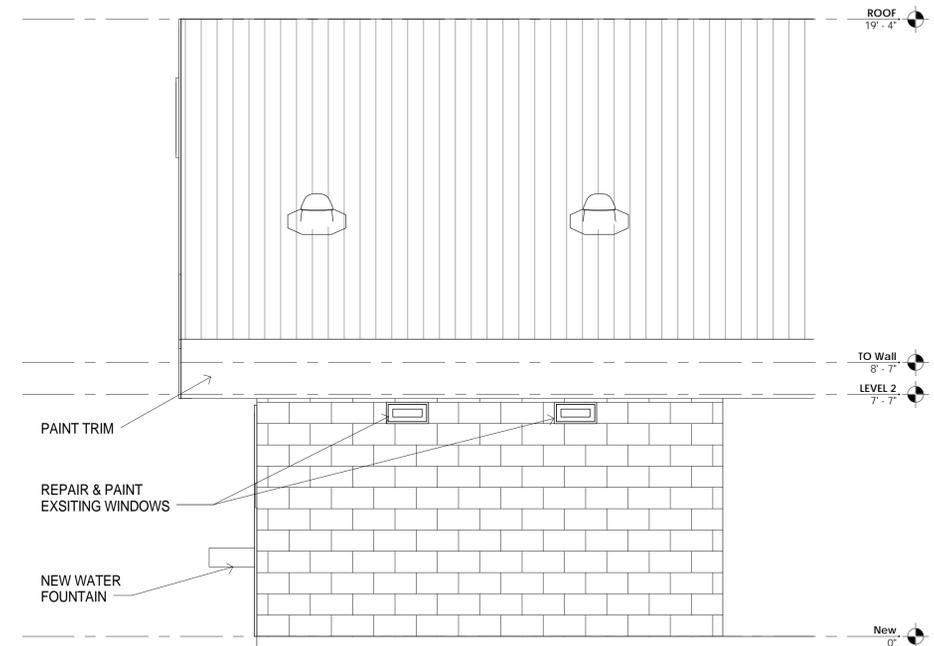
DOOR SCHEDULE														
DOOR NUMBER	TYPE	DOOR							FIRE RATING	HARDWARE	FRAME			COMMENTS
		WIDTH	HEIGHT	THICKNESS	MATERIAL	FINISH	UNDER CUT	TYPE			MATERIAL	FINISH		
1	SINGLE	3' - 0"	7' - 0"	1 3/4"	steel	primed	1"	none	see specs	SF or RB	steel	powder coat	verify adequate RO in field	
2	DOUBLE	6' - 8"	7' - 0"	1 3/4"	steel	primed	1"	none	see specs	SF or RB	steel	powder coat	verify adequate RO in field	
3	SINGLE	3' - 0"	7' - 0"	1 3/4"	steel	primed	1"	none	see specs	SF or RB	steel	powder coat	verify adequate RO in field	

NO.	DATE	NOTE

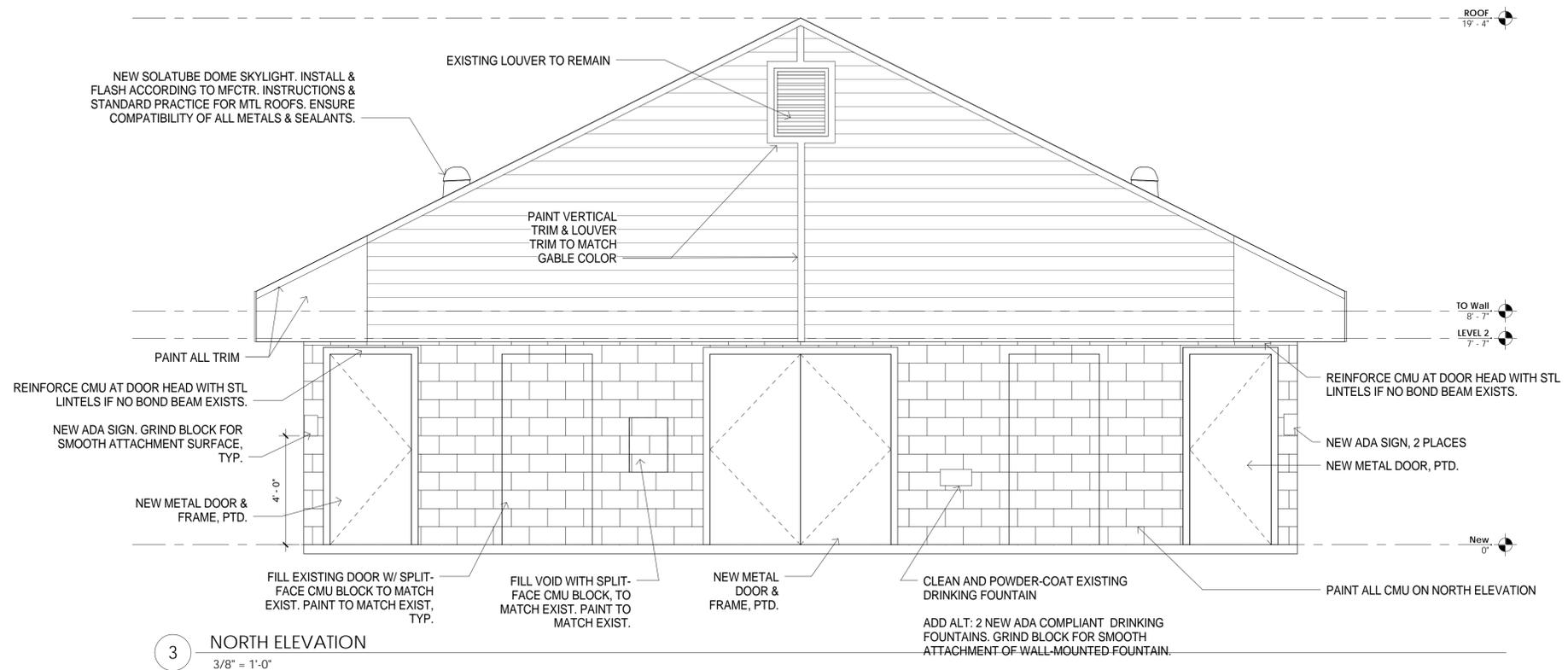
REVISIONS	



1 EAST ELEVATION
 3/8" = 1'-0"



2 WEST ELEVATION
 3/8" = 1'-0"

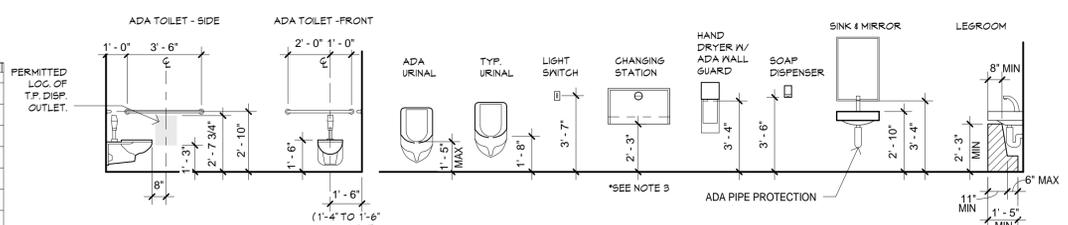
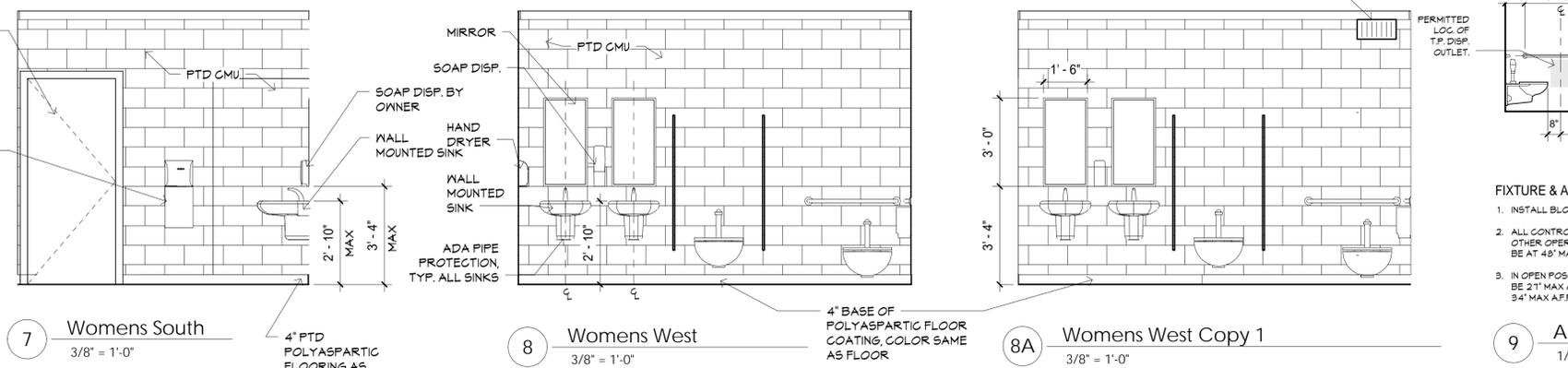
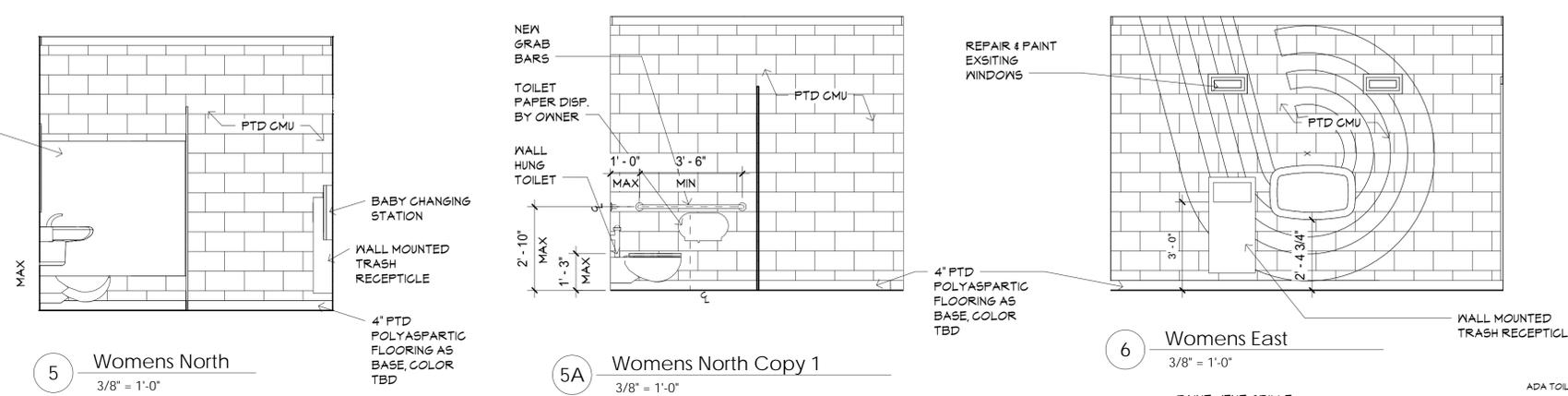
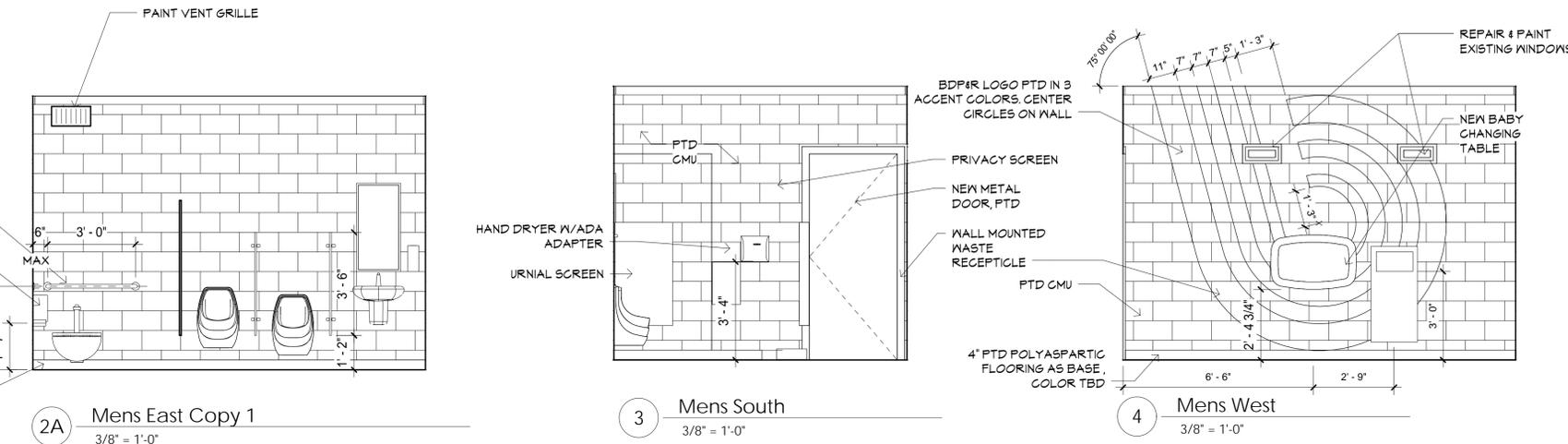
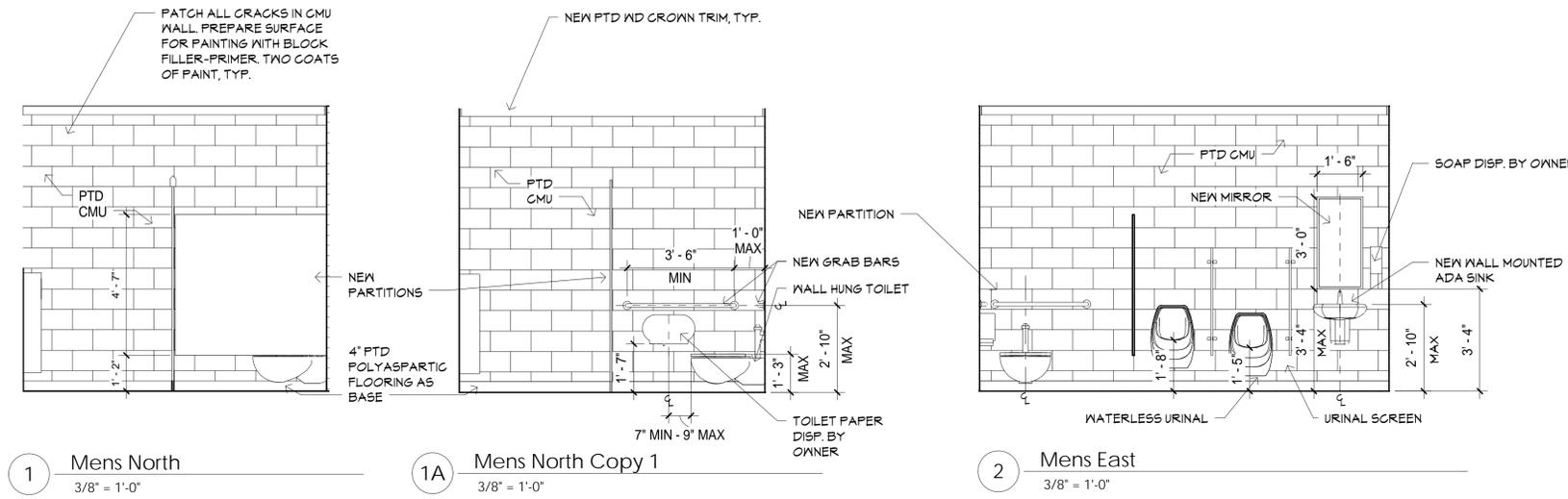


3 NORTH ELEVATION
 3/8" = 1'-0"

SHEET GENERAL NOTES:

- SEE DIAGRAM @ 9/A3.0 FOR MOUNTING HEIGHTS AND ADA REQUIREMENTS FOR ALL FIXTURES & ACCESSORIES.
- NO SUBSTITUTIONS / ALTERNATES ALLOWED U.N.O. OR APPROVED BY ARCHITECT.

PRODUCT & FINISH SCHEDULE			
PRODUCT	BRAND	MODEL	COLOR
TOILET	AMERICAN STANDARD	wall-mount, top-spud AFWall Millennium Toilet with Everclean with seat and mounting hardware.	white
TOILET FLUSH VALVE	AMERICAN STANDARD	Selectronic Flush Valve: sensor-operated, battery-powered	chrome
GRAB BARS	-	1 1/2" ST. ST. grab bars with concealed covers	ST.ST. with satin finish
ADA PIPE PROTECTION	PLUMBEREX	ProExtreme plastic under-Lav covers for trap and supply	white
URINAL	WATERLESS	Sonora model 2004 waterless urinal with Starter Maintenance Package	white
LAVATORY	KOHLER	Chesapeake wall-mount commercial sink, 19 1/4" L x 11 1/4" W	white
FAUCET	AMERICAN STANDARD	Selectronic integrated electronic proximity faucet, DC (battery) powered, Model 7055.1_5	chrome
DRINKING FOUNTAIN	HALSEY TAYLOR	ADD ALTERNATE: ENDURA II tubular wall-mount barrier-free fountain	TBD
MIRROR	-	18" w x 36" h acrylic mirror w/ St.St. channel frame	St.St.
TP DISPENSER	BDPR TO PROVIDE & INSTALL	-	-
SOAP DISP.	BDPR TO PROVIDE & INSTALL	-	-
HAND DRYER	AMERICAN DRYER	eXtremeAIR 6XT9-M with ADA-WG WALL GUARD	Dryer: white Wall guard: St.St.
TRASH CAN	RUBBERMAID	FG200GLWH stl wall mount trash recept.	white
CHANGING TABLE	KOALA KARE	KB200 horizontal wall-mount station	TBD
SIGNAGE	BDPR TO PROVIDE & INSTALL	-	-
FLOORING	GARAGE OUTFITTERS	polyaspartic coating	TBD
PAINT-INT. PRIMER	BENJAMIN MOORE	Moorcraft Super Craft Latex Block Filler	NA
PAINT-INT. WALLS, TRIM, & DOORS	BENJAMIN MOORE	Regal Select Exterior Paint, soft-gloss/satin	BM- silver song-155 T (gable) BM- briarwood- PM-32 (ext. CMU) BM- van buren brown HC-10 (ext. trim) BM- apple lime cocktail 402 (accent) BM- fruity cocktail 157 (accent) BM- atlantis blue 168 (accent) BM- simply white 2143-10 (interior)
DOORS	De La Fontaine	ST-Series steel doors with metal frame. Provide St.St. closer, U-handles, deadbolts, hold-open devices. Astragal for double doors. Size door panels to allow undercut and interior weather-strip.	factory powder coat finish color TBD
TOILET PARTITIONS & PRIV. SCREENS	-GENERAL- -SCRANTON	HDPE plastic partitions. Floor-mounted, overhead braced with stainless steel hardware: heavy-duty thru-bolts hinges, ADA latches, ADA handles, continuous wall brackets, coat hooks, and base shoes.	ORANGE-PEEL TEXTURE, COLOR TBD - 100% POST-CONSUMER RECYCLED CONTENT
SKYLIGHT	SOLATUBE	Smart LED w/ Classic Vision diffuser and (third-party) occupancy sensor w/sound & IR capabilities	white trim



- FIXTURE & ACCESSORY NOTES:**
- INSTALL BLOCKING WHERE REQUIRED BY MFGTR.
 - ALL CONTROLS, HANDLES, OUTLETS, INTERFACES & OTHER OPERABLE PORTIONS OF ACCESSORIES TO BE AT 48" MAX AFF.
 - IN OPEN POSITION TOP OF BABY CHANGING TABLE TO BE 21" MAX AFF, AND BOTTOM OF TABLE TO BE 34" MAX AFF.

PLOT DATE & TIME: 3/12/2015 9:30:45 AM

3/12/2015

GARDNER
KILCOYNE
architects

147 Allen Brook Lane
Suite 103
Williston, Vermont 05495

Phone: 802 655 0145
www.gk-architects.com

OAK LEDGE RESTROOM RENOVATION PROJECT OUTLINE SPECIFICATIONS

The following specifications are intended to be a brief guide to the general requirements, materials, and manufacturers proposed for this project, and are offered primarily for bidding purposes.

The project focuses on 2 restrooms located in Oakledge Park's Upper Pavilion built in 1978. The restrooms are open seasonally and serve the southern portion of the park. Both restrooms are in poor condition and do not meet current standards or accessibility requirements for restrooms in public places.

The objective of this project is to renovate the restroom facilities during the months of April and May, with all work to be complete in time to open before Memorial Day.

Division 1 – General Requirements

01110 – Summary of Work:

- A. The Owner shall:
 - 1. Obtain Planning & Zoning and Building Permits.
 - 2. Provide the Contractor access to the site to complete the work and ability to use the existing power at the building.
- B. The Contractor shall:
 - 1. Obtain all other permits, licenses, design services, etc. required for construction.
 - 2. Evaluate the proposed scope of work and the existing conditions during the Pre-bid walk through to provide an accurate bid and schedule to complete the work.
 - 3. Provide all materials indicated and all labor necessary to complete the work as indicated on the Construction Drawings.
 - 4. Mechanical and Plumbing design build work: a licensed, experienced subcontractor shall provide the expertise and labor to accomplish the fixture reconfiguration proposed on the plans, to see that all work meets the current Plumbing Code, and to meet ADA guidelines.
 - 5. Electrical design build work: a licensed, experienced subcontractor shall provide the expertise and labor to accomplish the work proposed on the plans, to see that all work meets the current Electrical Code, and to meet ADA guidelines.
- C. The following work and materials shall be performed by the Owner:
 - provide and install toilet paper dispensers
 - provide and install soap dispensers
 - provide and install ADA signage
- D. In the case of ambiguities, discrepancies or irregularities in the drawings, specifications, manufacturer's instructions, site conditions, or applicable codes and standards, the Contractor shall request clarification from the Architect before proceeding. The cost of correcting work done as a result of proceeding without obtaining clarification will be borne solely by the contractor. No claims for extras by the Contractor will be allowed that are the result of a failure by the contractor to carefully review all portions of the drawings and specifications and to familiarize themselves with the job conditions.

01100 – Alternates:

- A. The Contractor shall provide separate budgets for the following ADD ALTERNATES in addition to the cost of the work:



1. Replace existing drinking fountain with two new fountains. See Product Schedule on Sheet A 3.0.
2. Demolish existing asphalt walk in front of building and replace with 5'-0" wide reinforced concrete slab running the length of the building. The new walk shall be pinned to the building slab, with insulation and suitable sub-slab drainage.

01200 – Project meetings:

- A. A preconstruction meeting including representatives of the Contractor, Owner, and Architect shall occur prior to commencement of the work. The meeting will review:
 1. Project scope of work
 2. Add alternates selected by the owner
 3. Project Schedule and firm date of completion. Work unable to be completed by the deadline due to weather conditions, such as exterior painting, shall be determined and details planned.
 4. Due to the short schedule and product lead times, all shop drawings shall be submitted before this meeting.
 5. Introduce the project contact people who will represent the Contractor, Owner, and the Architect.
 6. The meeting attendees will discuss whether to schedule interim project meetings during the construction period.
- B. Meeting representatives shall be empowered to make definite decisions binding upon their respective employers regarding all matters pertaining to the work under the contract.

01300 – Submittals and Substitutions:

- A. Due to the short construction schedule, all Shop Drawings at the time of the Pre-construction meeting,
- B. All submittals to be sent to the Owner electronically for review and approval. The Contractor is responsible for independent shop drawing review prior to submission. At least 5 working days should be allowed for Owner's review.
- C. Submittals shall be required for the following:
 1. Door head steel lintel structural support, if required.
 2. Door, Frame and hardware Schedule and product sheets
 3. Sola Tube Smart/ LED skylight product sheet
 4. PolyAspartic floor finish product information
 5. Toilet Partitions product sheet and physical samples
 6. Plumbing plans and product literature
 7. Submit product literature for all accessories for Owner's approval.
 8. Electrical components including switches, occupancy sensors, etc.
- D. Where a choice of color is indicated, the Contractor shall submit to the Owner a set of samples (preferred) or product literature showing the full range of color options for the Owner's selection.
- E. In general, substitutions are discouraged. Requests for substitutions must be made in writing to the Owner. Upon receipt of a written request for substitution, the Owner has five business days to review and (approve or reject) the substitution. Proposals for alternate materials and/or manufacturers should include adequate information to demonstrate equivalency or superiority to the material or manufacturer originally specified.

01400 – Quality Requirements:

- A. Contractor shall employ an experienced superintendent who shall remain on the job full time throughout construction unless otherwise agreed upon by the Owner.
- B. Contractor shall be responsible for schedule and coordination of the work of all trades.
- C. Contractor shall be responsible for all materials testing and inspections required.

01500– Temporary Facilities and Waste Management:



- A. Contractor shall be responsible to provide temporary heat and toilet facilities. There is no heat in the upper pavilion and limited access to hot water)
- B. Contractor shall provide all temporary equipment including ladders, hoists, scaffolding, and weather protection, including heat, ventilation, etc. as needed to complete the work.
- C. The Contractor is responsible to provide dumpsters and a waste management plan that describes how all materials will be sorted and disposed of properly.

01600 – Products:

- A. All materials shall be delivered, stored, and handled in such a manner as to prevent damage.
- B. Materials on site shall be stored in compliance with fire and safety requirements.
- C. Substitution requests prior to execution of the contract will be reviewed and granted only if approved by to the Owner. Contractor shall submit complete product information regarding proposed substitutions to prove equivalency to the specified product, with the burden of proof falling on the contractor.
- D. Permission granted for product substitutions after the execution of the contract shall be executed by change order.

01700 – Project Closeout:

- A. Contractor is responsible for keeping the jobsite in neat and orderly condition during construction progress. The building interior shall be broom clean at the end of each working day.
- B. Contractor is responsible for waste and rubbish removal during construction.
- C. The building shall receive a final thorough cleaning inside and out prior to owner occupancy.
- D. The Contractor shall guarantee his work and the work of all subcontractors for a period of time to be agreed upon by the Contractor, Owner, and Architect.
- E. Contractor shall prepare and deliver to the Owner an operating and maintenance manual for the Owner’s use upon completion of the project.
- F. The contractor is responsible for obtaining and paying for the Certificate of Occupancy to be delivered to the owner.
- G. Representatives of the Contractor, Owner, and Architect shall participate in a final site visit upon completion of the work.

Division 2 – Site Work

- A. No work

Division 3 – Concrete

03300 – Cast in Place Concrete:

- A. Comply with all applicable codes, standards, and specifications commonly used.

03900 – Concrete Restoration

- A. Repair all holes and trenches in concrete slab floor caused by demolition/removal of existing fixtures and structure and/or installation of new fixtures.
- B. Clean and prep concrete floor surface as required to add poly-aspartic finish.

Division 4 – Masonry

04200 – Unit Masonry:

- A. Comply with all applicable codes, standards, and specifications commonly used.
- B. To the extent possible, match new CMU infill to texture and pattern of existing split-face CMU walls.

04900- Unit Masonry Restoration

- A. Repair all cracks in mortar joints in CMU interior walls.
- B. Infill walls with CMU to match and patch all holes from relocated plumbing fixtures.



Division 5 - Metals

05120 – Metal Framing:

- A. Comply with all applicable codes, standards, and specifications commonly used.
- B. If no bond beam exists at new door openings, install steel lintels to reinforce CMU at door head. Contractor to have proposed detail reviewed by structural engineer and submitted to Owner.

Division 6 – Wood and Plastics

06100 – Rough Carpentry:

- A. Comply with all applicable codes, standards, and specifications commonly used.
- B. Provide structural lumber and sheet goods in sizes and thicknesses shown on the drawings.
- C. Provide blocking where required to support or complete the work as shown in the drawings.

06200 – Finish Carpentry:

- A. Interior trim and ceiling battens to be paint-grade pine boards, straight and free from defects.

Division 7 – Thermal and Moisture Protection

07620 – Flashing and Sheet Metal

- A. Comply with roofing manufacturer's recommendations for proper method and materials required to install, flash, and seal four (4) SolaTube tubular skylights on the existing corrugated sheet metal roof. Provide a watertight installation.

07920 – Caulking and Sealants

- A. Comply with all applicable codes, standards, and specifications commonly used.
- B. Ensure compatibility of all caulks and sealants with substrates and SolaTube.

Division 8 – Doors and Windows

08100 – Metal Doors and Frames:

- A. Exterior metal doors to be DE LA FONTAINE ST SERIES, 1 ¾" thick, 16 gauge, factory powder-coated, 1" undercut (color to be selected by owner)
- B. Submit shop drawings and schedule of doors and frames for Owner's approval.

08590 – Window Restoration:

- A. Comply with all applicable codes, standards, and specifications commonly used.
- B. Prepare and paint existing window stops and trim. Replace any broken or rotten parts, including glazing.

08600 – Skylights:

- A. Install 4 SolaTube Smart/LED skylights.
- B. Provide all necessary accessories required for complete installation including roof dome, flashing, tubular light shaft, and ceiling diffuser. See Product Schedule on sheet A3.0.

08700 – Hardware:

- A. Submit schedule of hardware for Owner's approval.
- B. All doors to be provided with the following hardware in stainless steel, satin finish:
 - 1. U-shaped handles and back plates, coordinating push plate on opposite side.
 - 2. Heavy-duty hinges- 3 per door
 - 3. Deadbolt
 - 4. Hold-open device (wall mounted heavy duty hook and eye bolt) to be selected by owner
 - 5. Interior weather strip / sweep at base of door
 - 6. Interlocking astragal (double doors only)
 - 7. Flush-bolts, top and bottom of inactive leaf (double doors only)

Division 9 – Finishes

09600 – Flooring:

- A. Poly-Aspartic Floor Coating, as provided by Garage Outfitters, or equal. Base color and accent color flakes to be determined by owner.
- B. Submit product information and color sample for Owner's approval.
- C. Install according to manufacturer's instructions.
- D. Run coating 4" up wall to serve as wall base. Stop coating at a straight, smooth line.

09900 – Painting and Finishing:

- A. Character of the Work: All finished surfaces scheduled for painting shall be left smooth, even, and free from any defects. All coatings shall be even, free from brush or touch-up marks. No paint shall be applied to wet or damp surfaces, or before undercoat is dry. Protect all accessories, fixtures, partitions, floors, and other surfaces not intended to be painted before commencing work.
- B. Preparation of Surfaces: All rust, grease, and erection marks shall be removed from surfaces to be painted, and all woodwork shall be puttied full and sanded smooth.
- C. Prime/Fill all interior CMU walls with MoorCraft Super Craft Latex Block Filler 285 before painting.
- D. Provide Benjamin Moore Regal Exterior paints in soft-gloss sheen.
- E. See Finishes Schedule on Sheet A3.0 for paint colors and locations.
- F. Apply two coats of paint in all indicated locations in accordance with manufacturer's instructions.
- G. Ensure all edges of logo mural are crisp and clearly defined and that the color fields are opaque. This may require more than two coats.

Division 10 – Specialties

10600- Partitions

- A. Provide and install HDPE toilet partitions, urinal screens, and privacy walls as indicated on drawings
- B. See schedule on Sheet A3.0 for hardware options
- C. Submit shop drawings and color/texture sample for Owner's approval.

10801 - Toilet and Bath Accessories:

- A. See Product Schedule on Sheet A3.0 for all bathroom accessories. See list of accessories provided and installed by Owner.
- B. Submit product literature for all accessories for Owner's approval.
- C. Install all accessories level, secure, and at heights as indicated on drawings.

Division 11 – Equipment

(Not used)

Division 12 – Furnishings

(Not used)

Division 13 – Special Construction

(Not used)

Division 13 – Electrical

- A. Complete specifications and drawings to be provided by design/build Electrical Contractor.
- B. All electrical work to be designed and installed in accordance with all applicable codes and standards.
- C. Provide and install manual switches for LED skylight fixtures.
- D. Provide and install occupancy sensor with sound and IR capabilities to control LED skylight fixtures.

Division 14 – Conveying Systems

(Not used)

Division 15 – Mechanical



- A. Complete specification to be provided by design/build Mechanical Contractor.
- B. All mechanical work to be designed and installed in accordance with all applicable codes and standards.
- C. Provide mastic and/or tape at all joints, registers, and boots.

Division 22 – Plumbing

- A. Complete specifications and drawings to be provided by design/build Plumbing Contractor
- B. All plumbing work to be designed and installed in accordance with all applicable codes and standards.
- C. Install new supply, drain, and vent piping as required for new fixtures.
- D. Cap or remove all pipes no longer in use.
- E. Provide shut-offs at all fixtures.

15410 – Plumbing fixtures:

- A. See fixtures schedule on Sheet A3.0 for list of plumbing fixtures.
- B. Submit product literature for all plumbing fixtures for Owner's approval.
- C. Provide all accessories required for initial operation of waterless urinal, including 1-yr supply of cartridges, maintenance kits, cartridge removal tools, etc.



ATTACHMENT A

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with qualifications submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Contractor/Team: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date: _____



ATTACHMENT B
FY 2015 Livable Wage Poster



Livable Wage Ordinance

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

**Are You
Receiving
A Livable
Wage?**

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

\$13.94

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

**What Are
Your Rights
Under the
Livable Wage?**

\$15.83

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

**Are You
Eligible to
Receive The
Livable Wage?**

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

**Why Report A
Livable Wage
Violation?**

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

**Employee
Earned
Income Tax
Credit**

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

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

Revised 5/14

ATTACHMENT B



City of Burlington
149 Church Street, Burlington, Vermont
802. 865.7000
www.burlingtonvt.gov

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

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Livable Wage Ordinance; (2) as a condition of entering into this contract or grant, Contractor confirms that all covered employees, as defined by Burlington's Livable Wage Ordinance, shall be paid a livable wage for the term of the contract as determined and adjusted annually by the City of Burlington's Chief Administrative Officer, (3) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace or other location where covered employees work, and (4) payroll records or other documentation, as deemed necessary by the Chief Administrative Officer, shall be provided within ten (10) business days from receipt of the City's request.

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

By: _____

Duly Authorized Agent

Subscribed and sworn to before me: _____

Notary

ATTACHMENT C: Standard Contract Provisions

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

AASHTO	American Association of State Highway and Transportation Officials
AGC	Associated General Contractors of America
AIA	American Institute of Architects
ANR	Agency of Natural Resources
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWS	American Welding Society
CADD	Computer Aided Drafting and Design
CES	Consultant Engineering Services
CFR	Code of Federal Regulations
DOT	United States Department of Transportation
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FHWA	Federal Highway Administration, U.S. Department of Transportation
FRA	Federal Railroad Administration
FSS	Federal Specifications and Standards (General Services Administration)
FTA	Federal Transit Administration
SIR	Self-Insured Retention
U.S.C.	United States Code
USEPA	United States Environmental Protection Agency
VAOT	Vermont Agency of Transportation
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated

1. INDEMNIFICATION

The Contractor will act in an independent capacity and not as officers or employees of the Municipality. The Contractor shall indemnify, defend and hold harmless the Municipality 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.

The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Contractor in writing that a claim to which the Indemnification Agreement may apply has been filed.

2. INSURANCE

GENERAL: 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 Municipality. Evidence of compliance with minimum limits and coverages, demonstrated by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. It is agreed that the liability insurance furnished by the Contractor is primary and non-contributory for all the additional insurers.

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

- (a) All subcontractors, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all subcontractors, agents or workers. Subcontractors and contractors must comply with the same insurance requirements as the Contractor.
- (b) All coverages shall include adequate protection for activities involving hazardous materials.
- (c) All work activities related to the agreement shall meet minimum coverages and limits.

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

GENERAL LIABILITY AND PROPERTY DAMAGE:

- (a) With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to insure that general liability insurance coverage 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. Contractual Liability
 - 6. Broad Form Property Damage

7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

(b) The policy shall be on an occurrence form with limits not less than:

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

WORKERS' COMPENSATION: With respect to all operations performed, the Contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors and sub-contractors carry the same workers' compensation insurance for all work performed by them under this contract. Additionally, the Contractor, and its subcontractors, is required to carry Marine Workers Compensation Insurance as outlined by the United States Longshore and Harborworkers' Compensation Act. 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

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

The policy shall provide coverage on an each occurrence basis with limits not less than:

1. Valuable Papers: \$10,000
2. Electronic Data Media: \$10,000

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

UMBRELLA LIABILITY:

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

3. COMPLIANCE WITH LAWS

GENERAL COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance.

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

ENVIRONMENTAL REGULATIONS: Any Contract in excess of one hundred thousand dollars shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Municipality regulation (40 CFR Part 15), that prohibit the use, under non-exempt Federal Contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, Municipality and to the USEPA Assistant Administrator for Enforcement (EN-329).

CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, physical disability or veteran status.

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

DEBARMENT CERTIFICATION: When signing a Contract in excess of twenty five thousand dollars, the Contractor certifies under the penalty of perjury as directed by Federal laws (48 CFR 52.209-5), that, except as noted in the Agreement, the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) is not currently under suspension, debarment, voluntarily exclusion or determination of ineligibility by any Federal agency;
- (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
- (c) does not have a proposed debarment pending; and
- (d) has not been indicted, convicted, or had a civil judgment rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of the Contract but will be considered in determining the Contractor's responsibility. The Agreement shall indicate any exception and identify to whom or

to what Municipality it applies and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

ENERGY CONSERVATION: The Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-165.

4. CONTRACTUAL AGREEMENTS

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

ADMINISTRATION REQUIREMENTS: By signing the Agreement the Contractor agrees to comply with the following provisions and certifies that he/she or they are in compliance with the provisions of 49 CFR 18.36 Procurement (i) Contract Provisions with principal reference to the following:

- (a) Copeland "Anti-Kickback" Act. For any Federal-Aid Contracts or subcontracts for construction or repair, the Contractor agrees to comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor Regulations, 29 CFR 3.
- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000, the Contractor agrees to comply with the Davis-Bacon Act 40 U.S.C. 276a to a-7, as supplemented by Department of Labor Regulations, 29 CFR 5.
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$ 2,000, or in excess of \$ 2,500 for other contracts involving employment of mechanics or laborers, the Contractor agrees to comply with the Contract Working Hours and Safety Standards Act, 40 U.S.C. 327-330, as annexed by Department of Labor Regulations, 29 CFR 5.
- (d) Proprietary Rights. The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, 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 Municipality, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.

- (e) Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement, shall become the property of the Municipality. The Contractor agrees to allow access to all data, EDM, valuable papers and documents at all times. The Contractor shall not copyright any material originating under the Agreement without prior written approval of the Municipality.

PERSONNEL REQUIREMENTS AND CONDITIONS: A Contractor shall employ only qualified personnel, for responsible authority to supervise the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the Municipality, during the life of the Agreement, the Contractor shall not employ:

- (a) Personnel on the payroll of the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the Municipality.

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 Agreement, and that no company or person has been paid or has an agreement 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 Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul the Agreement, without liability to the Municipality, and to regain all costs incurred by the Municipality in the performance of the Agreement.

The Municipality reserves the right to require removal of any person employed by a Contractor, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the Municipality in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

TRANSFERS, SUBLETTING, ETC: A Contractor shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the Municipality and further, if any sub-Contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. 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 agreement shall be as developed by the Contractor and approved by the Municipality. The Contractor shall ensure that adequate insurance coverage exists for any operations to be performed by any sub-contractor.

The services of the Contractor, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the Municipality and, when applicable, approved by the State of Vermont and FHWA. Any authorized sub-agreements, exceeding ten thousand dollars in cost, shall contain all of the same provisions specified for and attached to the original Agreement with the Municipality.

BEGINNING AND COMPLETION OF WORK: The Contractor agrees to begin performance of services, specified in the Agreement, in accordance with the terms of the Agreement, as arranged in negotiations with the Municipality, or within ten (10) days of the date of written notice to begin work by the Municipality, and to complete the contracted services by the completion dates specified in the Agreement.

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

CONTINUING OBLIGATIONS: The Contractor agrees that if, because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the Municipality may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

RECORDS RETENTION: The Contractor agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by the Municipality, unless otherwise notified by the Municipality. The Contractor further agrees that the Municipality, the State of Vermont, FHWA or other authorized representatives of the Federal Government, shall have access to all the above information for the purpose of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the Municipality if requested.

APPEARANCES:

- (a) Hearings and Conferences. The Contractor shall provide professional services required by the Municipality and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

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

The Contractor further agrees to participate in meetings with the Municipality, the State of Vermont, FHWA, and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The Contractor shall be equitably paid

for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

- (b) Appearance as Witness. If and when required by the Municipality, a Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the Municipality. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

CHANGES AND AMENDMENTS: No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the Municipality and the Contractor.

APPENDICES: The Municipality 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 Municipality as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Agreement.

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 Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions shall 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.

SETTLEMENTS OF MISUNDERSTANDINGS: In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the select board and/or city council shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

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

FAILURE TO COMPLY WITH TIME SCHEDULE: It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

MUNICIPALITY'S OPTION TO TERMINATE: The Agreement may be terminated in accordance with the following provisions:

- (a) Breach of Contract. Administrative remedies - the Municipality reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the Contractor.
- (b) Termination for Cause. The Municipality reserves the right, upon written notice to the Contractor, to terminate the Agreement, as of a date to be specified by the Municipality, if the Contractor fails to complete the designated work to the satisfaction of the Municipality, within the time schedule agreed upon. The Contractor shall be compensated on the basis of the work performed and accepted by the Municipality at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the Municipality may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a Contractor, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the Municipality'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, 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 Municipality's approval. The Contractor shall make no claim for additional compensation against the Municipality by reason of such termination.

5. OPERATIONAL STANDARDS

RESPONSIBILITY FOR SUPERVISION: The Contractor shall assume primary responsibility for general supervision of Contractor employees and his/her or their sub-contractors 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 Agreement.

INDEPENDENCE: The Contractor shall act in an independent capacity and not as officers or employees of the Municipality.

WORK SCHEDULE AND PROGRESS REPORT: Prior to initiating any work, the Contractor shall prepare, and submit to the Municipality, a general work schedule showing how the Contractor will complete the various phases of work in order to meet the completion date in the contract. The Municipality will use this general work schedule to monitor the Contractor.

During the life of the Contract the Contractor will make monthly progress reports indicating the work achieved through the date of the report. The Contractor shall link the monthly progress reports to the general schedule submitted.

The report shall indicate any matters that have or are anticipated to adversely affect progress of the work. The Municipality may require the Contractor to prepare a revised work schedule, in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days.

UTILITIES: 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 Municipality, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the Municipality, in writing, of any such contacts and the results thereof.

PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, 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 Municipality, in accordance with VSA Title 19 35 and 503, in order to accomplish the work under the Agreement. The Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the Municipality shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the Municipality.

INSPECTION OF WORK: The Municipality 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 Municipality or representative for the Municipality the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to execution of the Agreement.

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 Municipality, the State of Vermont or FHWA.

7. PAYMENT FOR SERVICES RENDERED

PAYMENT PROCEDURES: The Municipality shall pay, or cause to be paid to the Contractor or the Contractor's legal representative, progress payments, that may be monthly or as otherwise accepted by the Municipality, as determined by the percentage of work completed, as documented by a progress report of such work duly attested, for each phase of the required services covered by the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

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

When applicable, for the type of payment specified in the Agreement, 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 Municipality and must be accompanied with documentation to substantiate their charges.

Invoices shall be submitted to the Municipality and may be submitted electronically or paper copy via mail.

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

The Municipality 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 type of fee specified in the Contract.

- (a) Indirect Cost Rates. For actual cost contracts, the Contractor is responsible for furnishing the Municipality with independently-prepared, properly supported, Indirect Cost Rates, in accordance with 48 CFR 52.216-7, for all time periods covered under the Agreement. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. A Contractor's overhead rate shall be based upon an actual audited overhead rate, unless otherwise specified in the Agreement.
- (b) Contract Types. Contracts shall conform to 48 CFR Part 16 - TYPES OF CONTRACTS.

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

PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The Municipality may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the Contractor or changes in the 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:

- (a) 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.
- (b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- (c) 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 Municipality, and no claim shall be valid unless so ordered.

The Contractor agrees to maintain complete and accurate records, in a form satisfactory to the Municipality for all time devoted directly to same by Contractor employees. The Municipality 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 Agreement. When changes are so ordered, no additional work shall be performed by the Contractor until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the Municipality. 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.

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