

JANITORIAL AGREEMENT

BURLINGTON INTERNATIONAL AIRPORT

THIS AGREEMENT, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by CITY OF BURLINGTON, VERMONT, being a duly and lawfully constituted Vermont Municipal corporation acting by and through its Burlington International Airport (hereinafter, the "Owner"), and \_\_\_\_\_, an individual/partnership corporation in full compliance with all Vermont laws relating to the conduct of business in the State of Vermont (hereinafter referred to as the "Contractor"):

WITNESSETH:

WHEREAS, the City owns and operates the Burlington International Airport (Airport) located in South Burlington, Vermont; and

WHEREAS, the City desires to contract for certain Janitorial Services at the Airport; and

WHEREAS, Contractor is engaged in the business of providing Janitorial Services and was the Bidder selected to provide such services in accordance with the City's Request for Proposals (RFP) dated August, \_\_, 2016; and

WHEREAS, Contractor is desirous of contracting to provide such Janitorial Services at the Airport in m accordance with the provisions of the RFP, its submitted bid and this Agreement;

NOW THEREFORE, for good and valuable consideration and in consideration of the mutual covenants and promises described herein and for the purposes stated herein the parties hereto mutually agree and covenant, one to the other, as follows:

**SECTION 1. SCOPE OF WORK**

1.01 The Contractor shall be responsible for conducting Janitorial Services as specified in and in accordance with the requirements of the RFP and Contractor's bid as outlined in its submittal dated \_\_\_\_\_ 2016 ("Contractor's Proposal"), which are incorporated into this Agreement as if set forth in full (collectively, the Contract Documents). In the event of a conflict between the terms of the RFP, Contractor's Proposal and this Agreement, the terms of this Agreement shall be controlling.

## **SECTION 2. REPRESENTATIONS**

2.01 Contractor acknowledges that it has inspected the terminal and other facilities to be serviced by this Agreement, and shall furnish all necessary labor, material, equipment and conduct Janitorial Services as required, as described in the Contract Documents and is not relying upon any warranty, statement or representation, express or implied, oral or written, made by or for the City as to the nature of the services required and the extent of services that may be necessary to accomplish the required cleaning of the Airport facilities except as specifically set forth in the Contract Documents.

## **SECTION 3. TERM**

3.01 The term of this Agreement shall be for a period of thirty six months (36) commencing on the 1st day of \_\_\_\_\_, 2016 through \_\_\_\_\_ 31, 2019, after which the agreement will continue on a month-by-month basis until the parties execute a new contract, amendment, or is terminated as hereinafter provided.

## **SECTION 4. SERVICES FURNISHED BY CONTRACTOR**

4.01 Subject to the provisions of SECTION 6, Contractor shall provide all labor, equipment, supplies, supervision, tools, and materials for the furnishing of Janitorial Services for the Airport's Terminal Building and related buildings/facilities referenced in the RFP including, without limitation, the lobby, baggage claim area, mezzanine, two second level skywalks to parking structure, the North Concourse including all passenger waiting areas and screening area, the South Concourse area including screening and waiting area, stairs and towers, administrative offices, public and employee restrooms, elevators and escalators in the terminal

and parking structure, National Weather Service offices and work area, Transportation Security Agency offices and work areas in the terminal building, in the areas located at 1252 Airport Drive adjacent to the terminal building, in the Airport Maintenance and U.S. Customs facilities located at the south end of the airport, and the restroom at the car washing facility as well as any replacement car washing facility and those areas more specifically outlined in Attachment "B" and shown on Exhibits "A" & "B", attached hereto and made a part hereof. Contractor shall perform all work in the most professional manner with the highest standard of workmanship and in accordance with the conditions set forth in the Contract Documents.

**SECTION 5. COMPENSATION**

5.01 The sums paid to Contractor by Owner under this Article and pursuant to this Agreement shall constitute full compensation for all expenses incurred by Contractor in connection with the services rendered hereunder including but not limited to FICA taxes, Federal and State unemployment taxes, supplies and equipment, the general cost of doing business, and Contractor's profit.

5.02 The per annum sums to be charged by Contractor, payable in equal monthly installments, and payable by Owner shall be as follows:

**FOR THE ENTIRE CONTRACT**

<u>Contract Year</u>	<u>Amount Expressed In Figures</u>	<u>Amount Expressed In Words</u>
First:		
\$ _____	_____	

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Second:		
\$ _____	_____	

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Third:

\$ \_\_\_\_\_

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5.03 Contractor shall make monthly application for payment of services rendered and paper products purchased on forms approved by Owner. All applications must include appropriate detail to support the cost of the requested payment. Owner shall process the application and make payment to contractor within 30 days of receipt of each monthly application.

5.04 Contractor shall not receive any additional compensation for extraordinary services unless such services are authorized in writing by Owner prior to the performance of the services. Any substantive change to the square footage included under terms of this Agreement shall require negotiation of costs associated with the change.

## **SECTION 6. SUPPLIES AND EQUIPMENT**

6.01 Contractor will furnish without cost to Owner janitorial supplies and equipment for accomplishment of all work. Equipment furnished by Contractor shall be of a type and size suitable to accomplish all work set forth in the Contract Documents. All electrical equipment used shall operate from existing sources of electrical power supplied by the Airport. Contractor shall upon request submit a list of all equipment to be used including serial numbers and manufacture year. It will be the responsibility of the Contractor to maintain the equipment in the best working condition.

6.02 Contractor will be responsible for ordering all supplies necessary for fulfilling the work set forth in the Contract Documents, including but not limited to the following:

1. Hand soap for hand soap dispensers
2. Paper for paper dispensers in restrooms
3. Trash can liners for trash cans

The above supplies will be of a quality and type consistent with that currently used. All supplies will be subject to approval by the Airport's Director of Aviation.

6.03. Owner shall be responsible for reimbursing Contractor for the cost of only the supplies as referenced in SECTION 6.02 of this Agreement, and ordered by Contractor, as follows:

1. Cost to Owner shall be the actual product cost to Contractor and shall not include any markup or other upward adjustment.

2. Contractor will make periodic applications for reimbursement for the cost of supplies ordered hereunder. Contractor will also submit with the applications, copies of all invoices or other documentation justifying the request for reimbursement.

3. Payments made as reimbursement for supplies shall be in addition to payments made as compensation for Contractor services as provided for in SECTION 5 of this Agreement.

4. Owner's obligation to reimburse Contractor for supplies shall not exceed the bid amount per year. Contractor shall be responsible for the cost of any supplies which exceed this bid amount per year. The annual amount specified for supplies shall be specifically set forth by Contractor in its bid.

5. As it relates to feminine sanitary supplies, Owner will not reimburse Contractor for these supplies. Contractor will recoup its cost for sanitary supplies through vending income received from the sale of said products.

## **SECTION 7. USE OF AIRPORT FACILITIES**

7.01 Owner shall provide a storage area at the Airport for Contractor to store equipment, materials and supplies which Contractor wishes to keep on the job. Contractor will be responsible for the cleanliness of this area and all slop sinks.

7.02 Owner will not be responsible for damage to Contractor's supplies, material or equipment, nor employees personal belongings occasioned by fire, theft, accident, or otherwise except for intentional destruction or vandalism specifically authorized or directed by the Director of Aviation or designee.

7.03 A door lock or a padlock approved by the Director of Aviation of the Airport may be permitted to protect Contractor's property, provided a key (or other necessary access means) to such locks is furnished to Airport Operations. Owner and its authorized offices, employees, agents, contractor, sub-contractors and other representatives shall have the right at all times to enter and inspect the area utilized by Contractor.

7.04 Contractor, at its own expense, shall observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state or local statutes, ordinances, regulations, standards, conditions, and agreements regarding generation, storage, disposal, removal, transportation or treatment of hazardous substances.

## **SECTION 8. CONTRACTOR PERSONNEL**

8.01 Employees of Contractor will not be permitted in any secure area of the Airport without escort or properly issued Airport security ID media.

8.02 Each employee, before working in a sterile area, must undergo a fingerprint-based criminal history records check (CHRC) in accordance with CFR 1542.209 and a security threat assessment (STA).

8.03 Airport management will reserve the right of approval on each employee.

8.04 All employees of Contractor will wear an Airport ID badge at all times while at work. The cost of the badge will be the responsibility of Contractor.

8.05 Airport Operations will provide all ID badges, following payment by Contractor, and keys needed for the job. Under no circumstances will Contractor duplicate any Airport keys without the specific written approval of the Airport Director of Operations.

8.06 All Contractor personnel will be required to wear appropriate uniforms provided by Contractor and approved by Owner, at Contractor's own expense.

## **SECTION 9. SUPERVISION AND PERSONNEL**

9.01 Contractor shall employ a sufficient number of persons to enable Contractor to maintain the Airport in a safe, clean, orderly and inviting condition, and work shall be performed seven days a week for such hours and/or shifts as may be required to complete all work in accordance with the terms of the Contract Documents. It is expressly understood that, in addition to nightly cleaning crews, Contractor will be required to provide full-time coverage, as a minimum, with 1 male and 1 female janitorial person seven days a week, year round, to maintain restrooms, offices, gate areas, the main lobby, the mezzanine and the skywalks to the parking structure.

9.02 The operations of Contractor's employees shall at all times be under the supervision and direction of an active, qualified, competent manager who shall at all times be subject to the direction and control of Contractor.

9.03 The operations of Contractor and its employees shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of Contractor must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules and regulations of the Airport. Contractor agrees to dispense with the services of an employee whose conduct the Owner, acting through the Airport's Director of Aviation, in its sole discretion, finds, with valid cause, to be detrimental to the best interests of the Airport.

9.04 All employees must be provided with proper training and equipment for the handling of hazardous substances including but not limited to cleaning products, bodily fluids, wastes, or other potentially dangerous substances and materials. All such materials shall be disposed of at locations and in the manner designated by Owner.

## **SECTION 10. LOST AND FOUND**

10.01 All unclaimed articles found in or about the areas to be serviced by Contractor's employees and/or subcontractors shall be immediately turned over to the Airport Police.

## **SECTION 11. INSURANCE AND INDEMNIFICATION**

11.01 Contractor must provide Owner with Certificates of Insurance in the following types and amounts:

1. Workers Compensation (per statute) and Employers Liability with policy limits of \$500,000 each Accident, \$500,000 each disease/each employee, \$500,000 each disease/policy limit

2. Comprehensive General Liability with policy limits of \$1,000,000 each event and a \$2,000,000 annual aggregate.
3. Workers Compensation (per statute) and Employers Liability with policy limits of \$500,000 each Accident, \$500,000 Each Disease/each employee, \$500,000 Each Disease/policy limit.
4. Auto Liability Insurance with limits of \$1,000,000 combined single limit. (to include owned and non-owned auto's)
5. Business Services Bond: Contractors' employees must be bonded for a minimum of One Hundred Thousand Dollars (\$100,000) against theft of property belonging to Owner or any concessionaire or tenant.
6. Umbrella Liability limits of \$1,000,000 each event/ \$1,000,000 annual aggregate

11.02 Contractor further agrees that with respect to the above-required insurances, the City of Burlington, Vermont shall:

- a. Be named as additional insured on a primary non-contributory basis as its interest may appear on all liability policies with an exception of workers' compensation, however, City shall have no liability for any premiums charged for such coverage, and the inclusion of City as an additional insured is not intended to and shall not, make the City a partner of joint venture with Contractor in its operations at the Airport.
- b. Be provided with a waiver of subrogation for workers' compensation
- c. Be provided by Contractor with a thirty (30) day advance notice, in writing, of cancellation of material change.
- d. Be provided with Certificates of Insurance evidencing the above-required insurances, prior to the commencement of this Agreement and every year thereafter. Said notices and certificates of insurance shall be provided to the Director of Aviation. Owner shall have the right to examine the required insurance policies upon reasonable notice to Contractor.

11.03 If Owner determines that it is desirable for Contractor to maintain insurance with coverage limits higher than the foregoing limits, within thirty (30) days after Owner's request therefore, Contractor shall procure and maintain insurance policies whose limits are not less than those required by Owner; provided, however that such determination by Owner shall not be unreasonable, and made in good faith.

11.04 Contractor covenants and agrees to indemnify and hold harmless Owner, its members, officers, agents and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, liens, demands, actions or causes of action of any kind and nature for personal injury, death or property loss or damage in any way arising out of or resulting from any activity or operation of Contractor (and/or its officers, agents, employees, subcontractors, successors and assigns) on the Airport and not resulting from the willful or negligent act or omission of Owner, its officers, agents or employees, and Contractor further agrees to pay all expenses in defending against any such claims made against Owner.

## **SECTION 12. SUBCONTRACTORS.**

12.01 No subcontractors shall be used for any part of the work under the Contract Documents unless the advance written approval therefor has been provided by Owner. Furthermore, the Director of Aviation reserves the right to order the removal any unsuitable subcontractor, and Contractor shall immediately honor any such request. .

## **SECTION 13. NONDISCRIMINATION.**

13.0 Contractor must assure that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Contractor must assure that no person shall be

excluded on these grounds for participation in or receiving the services or benefits of any program or activity covered by this Subpart. Contractor must assure that it will require that its covered organizations provide assurances to Owner that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, or any other applicable federal or state regulation to the same effect.

#### **SECTION 14. TERMINATION.**

14.01 This Agreement may be terminated (in full or in part) by Owner upon thirty (30) days written notice to Contractor and Owner shall pay Contractor for all work properly done prior to termination.

#### **SECTION 15. SECURITY AREAS**

15.01 The Air Passenger Screening Areas are restricted while security screening is in progress. Contractor is responsible for securing all areas unlocked for the purpose of cleaning.

#### **SECTION 16. STANDARDS AND SERVICES.**

16.01 The work performed by Contractor shall be done in the most professional manner with the highest standard of workmanship. At a minimum, the work performed by Contractor shall comply with the standards and services set out in Attachment "A", attached hereto and made a part hereof, and the schedules for services set forth in Attachment "B", attached hereto and made a part hereof.

#### **SECTION 17. GENERAL PROVISIONS**

17.01 Any notice or other communication from either party to the other pursuant to this Agreement shall be deemed sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

For Owner: Director of Aviation  
Burlington International Airport  
1200 Airport Drive, #1  
South Burlington, Vermont 05403

For Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as the party to be given such notice shall from time to time designate to the other by notice given in accordance herewith.

17.02 The term "Owner" as used in this Agreement means the Board of Airport Commissioners of the City of Burlington, the Airport's Director of Aviation and the City of Burlington, Vermont, and where this Agreement speaks of approval and consent by Owner, such approval is understood to be manifested by act of the Director of Aviation, except as otherwise expressly stated in this Agreement.

17.03 A waiver by Owner of any default by Contractor in the performance of any of the conditions or terms of this Agreement shall not be deemed a waiver of any right on the part of Owner to terminate this Agreement for any subsequent default by Contractor.

17.04 This Agreement shall not be varied in its terms by any oral agreement or representation, or otherwise than by an instrument in writing of subsequent date hereto executed by both parties. This Agreement shall be interpreted and construed pursuant to the laws of Vermont.

17.05 It is expressly understood and agreed that the personnel used or supplied by

Contractor pursuant to this Agreement, shall be and remain the employees and/or agents of Contractor, and under no circumstances are such personnel to be considered or held to be employees and/or agents of Owner. As to such personnel, Contractor shall have the sole responsibility for supervision and control, withholding income taxes, social security, disability benefits, etc. It is further expressly understood and agreed that Contractor is an independent contractor and under no circumstances shall be considered or held to be an employee and/or agent of Owner.

17.06 "Airport Terminal" and "Terminals" shall mean those structures at the Airport, identified as such and includes the existing terminal building and those associated buildings or portions of buildings now or hereafter constructed or acquired.

17.07 Attached hereto and included in this Agreement as if set forth in full, and incorporated herein as Attachment E. hereof, are the "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors" mandated by the Federal Aviation Administration.

17.08 Attached hereto and included in this Agreement as if set forth in full, and incorporated herein as Attachment F. hereof, is the City of Burlington, Vermont's Contract Language and "Certification of Compliance with the City of Burlington's Livable Wage Ordinance", which Certification must be executed by the same duly authorized representative of Contractor who is executing this Agreement on behalf of Contractor.

**IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by themselves or by their respective officer or representative there unto duly authorized, the day and year first above written.**

**Owner-City of Burlington, Vt.  
Burlington International Airport**

Witness: \_\_\_\_\_

**Director of Aviation**

(Contractor): \_\_\_\_\_

Witness: \_\_\_\_\_

(Title): \_\_\_\_\_

Duly Authorized Representative

200020-217

# **ATTACHMENT B**

## **Standards and Services**

ATTACHMENT B  
**BURLINGTON INTERNATIONAL AIRPORT  
REQUEST FOR PROPOSALS  
CUSTODIAL SERVICES**

NOTE: The following is only a general guideline. The appearance of the facilities must be maintained at a high level by performing services as needed.

Standards and Services

**A. Standards**

Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust streaks, film, odor, or stains.

Sweeping - A properly swept floor is free of all dirt, dust, grit, lint, and debris except imbedded dirt or grit.

Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.

Damp Mopping - A satisfactorily damp mopped floor is without dirt and dust, marks, film, streaks, debris, and standing water.

## ATTACHMENT B

Metal Cleaning - When cleaned, all surfaces are without streaks, deposits or tarnish, and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film deposits, and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

Finish Removal - Finish removal is accomplished when surfaces have all finish removed down to the floor material, floor is left free of all dirt, stains, deposits, debris, cleaning solution, and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pickup must follow wax removal operation immediately.

Tile Cleaning - The lobby of the terminal is constructed of Porcelain Tile. Attachment C contains an abstract of the manufacturer's recommendations concerning tile maintenance and cleaning is considered satisfactory when manufacturer's recommendations are followed and surfaces are uniform in cleanliness and appearance.

Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains, marks, and standing water in all areas and floor has uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

## ATTACHMENT B

Light Fixture Cleaning - Light fixtures are clean when all components, including bulbs and tubes are without insects, dirt, lint, film, and streaks. All articles removed must be replaced immediately.

Buffing of Finished Surfaces - Finished surfaces shall be buffed sufficiently to obtain maximum gloss, and ensure a non-slippery surface with a uniform appearance free of surface dirt.

Baseboard Cleaning - After cleaning, the surfaces of all baseboards (wood, resilient, ceramic) will have a uniformly clean appearance, free from dirt, stains, streaks, and cleaning marks.

Upholstery Cleaning - Surfaces shall be free of dirt, dust, stains, cleaning solutions, streaks and debris.

## **B. Services -**

The following services shall be performed to comply with the herein before specified standards:

NOTE: The following is only a general guideline. The appearance of the facilities must be maintained at a high level by performing services as needed.

Cleaning Restrooms - This work includes cleaning all plumbing fixtures, lavatories, toilet bowls, dispensers, wainscots, doors, heaters, stall partitions, and deodorizers/sanitizers as needed. Scouring powder may be used on plumbing fixtures or may be used for water closets and urinals if required as may be included as recommended cleaning techniques by the plumbing fixture manufacturer. All stains or spots shall be removed from wainscots, stall partitions, and other scratch prone surfaces using a damp cloth with detergent. Floors shall be dry-swept and damp mopped as required by usage and daily cleaning with germicide. Stock, refill, and maintain feminine sanitary supply machines.

Cleaning Slop Sinks, Vending Machines and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Stainless steel parts must be free of streaks, deposits, or tarnish and have a uniformly bright appearance.

Sweeping - All tile, wood, or concrete floors, stairways, landings, and stoops shall be swept with broom or mop or mechanical brush-vacuum without damage or disfigurement of furniture, doors, or base trim. Use of approved sweeping compound optional. Oil treated mops shall not be used. Dust, dirt, and debris shall be removed to receptacles provided for this purpose on the building exterior. Reset furniture upon completion of sweeping.

## ATTACHMENT B

Vacuuming and Shampooing of Carpets - Carpets shall be vacuumed with upright or power brush cleaners and the dirt, dust and debris removed to receptacles on the exterior. Spots shall be removed from rugs and carpet as they occur.

Furniture will be vacuumed and dirt, dust and debris removed to receptacles on the building exterior.

Carpets shall be shampooed using an approved method. Detergents shall have a neutral pH solution. Alkaline solutions shall not be used. A carpet adequately cleaned will be free from stains and deposits.

Damp-mopping Floors - Damp mop all resilient tile floors, terrazzo, quarry tile, ceramic tile, and concrete floors, including stairs and landings, using cotton or sponge mops, appropriate stain removal agents, water and detergent, if required, using as small amount of water as possible. Follow with clean water rinse and pickup again using as small amount of water as possible. Where floor drain exists, water will be added periodically to prevent traps from becoming dry.

Floor Scrubbing - Scrub floors by use of deck brush cylindrical or disc type machine or automatic machine scrubber and detergent solution using as small amount of water as possible followed by plain water rinse and pickup. All scrubbing must be done in accordance with manufacturer's recommendations concerning cleaning of floor surfaces. Attachment **D** includes recommendations

concerning care and maintenance of porcelain tile surfaces. This scrubbing will be followed by the application of a floor finish system applied in accordance with the manufacturer's specification. Baseboards shall be thoroughly cleaned after buffing.

Finish Removal - Removal or stripping of all finish down to the flooring material, using compound specifically prepared for this purpose, with steel wool or brush agitation as required, followed by rinsing with plain water to remove all finish material, solution, dirt and film from baseboard edge to baseboard edge.

Floor Finishing - All floor finishes (i.e., carnauba, ouricuri, polymeric) will be compatible with floors on which applied in accordance with the manufacturer's recommendations.

Floor Touch-Up - Application of finish material and buffing in heavy traffic areas between primary refinishing as required.

Buffing - All finished and terrazzo floors shall be buffed periodically to remove traffic marks, heavy soils, etc., to be followed by sweeping, vacuuming, or dust mopping to pick up loose residue.

Energy Conservation - Contractor personnel are to be instructed on energy conservation measured such as:

- a. Keeping lighting down to a minimum by concentrating their work to one area.
- b. Lights will be turned off when not in use.

Dust with treated dust cloth or vacuum all horizontal surfaces of window, window ledges, radiators, stair rails, balusters, baseboards, and other horizontal surfaces.

Glass Cleaning - Clean all mirrors, glass cases, interior glass, and glass at building entrances using plain water or cleaning solution prepared for the purpose. Adjacent trim shall be wiped clean with a damp cloth. Scouring powder shall not be used.

Metal Cleaning and Polishing - Hardware, cigarette urns, bars on doors, handrails, kick plates, and all other bright work shall be polished using approved polishing compound.

Dusting Interior Walls and Ceilings - Beginning at the highest point, dust shall be first removed from all surfaces and exposed overhead pipes and equipment with untreated dusters or by vacuuming

Cleaning Doors and Trim - Clean doors and adjacent trim not otherwise cleaned.

Cleaning Light Fixtures - Dust all accessible components of light fixtures, including bulbs, and tubes with a cloth or yard duster. On a rotation basis, each fixture shall be washed not less than once per year.

Empty Waste Receptacles - Empty all waste receptacles located in corridors and other areas specifically noted and remove trash from building and deposit in

collection facilities provided for this purpose.

Recycling Containers - Empty recycling containers located in public areas of terminal building, in the Airport Administration Office, and other contractual areas and remove contents to recycling unit located outside South end of terminal building.

Washing Waste Receptacles - Wash all waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, dirt, and streaks

Cleaning and Polishing Furniture - Wood and finished metal surfaces shall receive furniture polish with rubbing as necessary for cleaning, followed by polishing with a clean, dry cloth or electric buffer. Leather and cloth coverings shall be thoroughly cleaned with an approved method to obtain a clean, uniform appearance, free of deposits, streaks or film. All spillage shall be wiped clean with a damp cloth.

Mat Cleaning - Daily, remove mats at entrances and remove all dirt and dust deposits underneath. Clean mats and replace in proper location.

# **ATTACHMENT C**

## **Standards and Services**

**ATTACHMENT C**  
**SCHEDULE OF SERVICES**  
**BURLINGTON INTERNATIONAL AIRPORT**

**NOTE: The following is only a general guideline. The appearance of the facilities must be maintained at a high level by performing services as needed.**

**TERMINAL BUILDING**

**Minimum Daily Work  
7 Days per Week**

**REST ROOMS (Multiple Times Per Day)**

Waste Containers	Empty & Clean
Fixtures	Wash
Urinals/Basins	Wash and Disinfect
Floors	Mop/Disinfect/Rinse
Walls & Partitions	Spot Clean
Dispensers	Fill and Clean

**OFFICES, CONFERENCE ROOMS, AND HALLWAYS**

Recycle Containers	Empty and Clean
Waste Containers	Empty and Clean
Carpet	Vacuum, Handpick, Spot Clean
Floors	Dust mop, Damp mop

Walls	Spot Clean
Doors & Hardware	Clean
Desktops, Bookshelves, Counters	Dust & Clean
Copiers, Printers, Work Stations	Dust

ENTRANCE VESTIBULES

Glass	Spot Clean
Mats	Clean and Vacuum
Floor	Clean
Door Tracks	Vacuum
Ceilings	Dust
Horizontal Surfaces	Dust and Clean as Needed
Light Fixtures	Dust

OTHER PUBLIC AREAS: Lobby, Baggage Claim, Mezzanine, Stairs, Observation Tower, Passenger Holding Areas, North and South Concourses, Skywalks to Parking Structure and Parking Structures

Walls - Wallpaper, painted	Spot Clean
Floors - Porcelain Tile	See Cleaning Instructions

Carpet	Vacuum, Spot Clean See Cleaning Schedule
Recycle Containers	Empty & Clean
Waste Containers	Empty & Clean
Smoking Urns	Empty, Clean
Stairs - Carpeted - Concrete	Vacuum, Spot Clean Sweep & Clean
Mats	Vacuum & Clean
Counters	Clean & Dust
Glass	Spot Clean
Fixtures	Spot Clean & Dust
Wainscoting	Spot Clean
Molding, Sills, Mullions	Spot Clean, Dust
Water Fountains	Clean and Polish
Escalators	Clean, Polish Stainless, Clean Grates
Elevators	Clean, Vacuum Door Tracks, Polish Stainless Steel, Vacuum Floor
HVAC Grates	Clean
Directional Signage	Spot Clean
Public Furniture	Dust, Spot Clean, shampoo

## Weekly Worksheet

### ALL OTHER AREAS:

Waste Containers	Empty and Clean
Interior Glass	Clean
Baseboards, sills, ledges mullions, etc.	Dust & Clean
Furniture - Public	Dust, Polish, and Spot Clean
Walls - Wallpaper - Painted	Clean Clean (See instructions)
Directional Signage	Dust & Clean
Public Waiting Booth	Sweep, Mop, Vacuum, Trash Removal, Clean Horizontal Surfaces and Glass
Escalators	Clean Stair Treads

This is not an exclusive list, any and all cleaning within the areas defined will need to be accomplished.

## ATTACHMENT C

### Monthly Worksheet

Wainscoting	Vacuum
Rest Rooms	Wash with Disinfectant Cleaner
Waste Containers and Smoking Urns	Wash with Disinfectant Cleaner
Recycle Containers	Wash with Disinfectant Cleaner

### Quarterly Worksheet

Light Fixtures	Clean & Dust
Air Vents and Surrounding Surfaces	Clean

### TERMINAL CANOPY WALKWAYS & GROUND TRANSPORTATION CANOPY WALKWAYS

#### 7 DAYS PER WEEK

Waste Containers & Smoking Urns	Empty, Clean as Needed
Sidewalks	Inspect & Sweep as Necessary Every Three (3) Hours

## ATTACHMENT C

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### GARAGE ELEVATORS & VESTIBULES INCLUDED HEATED STAIRWAY IN GARAGE

#### 7 DAYS PER WEEK

Waste Containers & smoking Urns	Empty, Clean as Needed
Vestibule Floors	Sweep, Clean as Needed
Glass	Clean as Needed
Horizontal Surfaces	Dust, Clean as Needed
Elevators	Clean, Vacuum Door Tracks, Polish Stainless Steel

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### US CUSTOMS OFFICES AND RESTROOMS

#### THREE TIMES WEEKLY

Floors	Dust mop, damp mop, vacuum, (Strip wax and buff once every three months)
Walls	Spot Clean
Interior Glass	Clean
Fixtures	Clean & Dust
Rest Rooms	Clean & Disinfect

## ATTACHMENT C

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**AIRPORT MAINTENANCE FACILITY** (Includes Entrance, Director's Office, 2 Rest Rooms, Kitchen, Locker Room, Hallway, Stairway, and Second Floor Office Area .

November 15 to April 15 - 3 Times per Week

April 16 to November 14 - 2 times per week

Walls	Spot Clean
Stairs	Sweep
Counters	Dust & Clean
Tables Desks Doors & Hardware	Dust & Clean
Waste & Recycle Containers	Dust & Clean
Restrooms	Wipe & Polish
	Empty & Clean
Tile Floors	Clean, Disinfect, Replenish Paper Goods
	Sweep & Spot Clean, Wax & Buff once every 3 months.

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### NATIONAL WEATHER SERVICE

#### DAILY

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Empty All Trash Receptacles (especially in kitchen) Dust  
Mop All Hard Surface Floors  
Vacuum High-Traffic Carpeted Floors

#### WEEKLY

Damp Mop All Hard Surface (Twice Weekly During Winter) Note;  
use minimum water to prevent damage to equipment under  
floors  
Vacuum All Carpets (Twice Weekly During Winter)

## ATTACHMENT C

Use Hand Duster To Dust Exposed Work Surfaces, Window Sills, and Tops of Furniture, Appliances, Equipment Cabinets, and Cubical Partition Walls.

Clean Glass In Entrance Doors, Interior Windows Between The Conference Room and Hallway, and Inside of the Exterior Windows in the Operations Room.

### MONTHLY

Vacuum Dust Along Baseboards, Back Corners of Work Surfaces, All Ceiling Air Vents and Adjacent Surfaces

### TWICE YEARLY

Carpet Cleaning

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### TSA SPACES (BREAKROOM AREA AND 2 OFFICES ON SECOND LEVEL)

### DAILY

Empty All Trash Receptacles  
Vacuum High-Traffic Carpeted Floors  
Clean glass as needed

### MONTHLY

Vacuum Dust Along Baseboards, Back Corners of Work Surfaces, All Ceiling Air Vents and Adjacent Surfaces  
Carpet Cleaning in Break Room Area

### TWICE YEARLY

Clean carpets in office areas

## ATTACHMENT C

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### RESTROOM AT CAR WASH

#### THREE TIMES WEEKLY

Clean Floor and Walls  
Clean All Fixtures  
Empty all Trash Receptacles  
Replenish all Paper Goods

#### GENERAL

All trash and recycling materials will be disposed of in the appropriate authorized containers.

All loose cardboard, paper, cans and other recycleables will be disposed of in the appropriate authorized recycling or container and will be kept separate from general trash.

## ATTACHMENT C

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### **CARPET SCHEDULE**

**NOTE: The following is a general guideline. The appearance of the Facilities must be maintained at a high level by performing services as needed.**

#### **NORMAL JANITORIAL CONTRACT**

##### **A. Entire year: 365 days**

Daily - Vacuum, spot clean

#### **HEAVY DUTY CARPET CLEANING**

##### **A. Summer - April 15 - November 1 Monthly**

-Unless otherwise required

1. Baggage claim area
2. Entire south concourse from Snack Bar area, all jet bridges, Gates 1&2 including waiting area to escalators
3. Terminal entranceways and elevator by main entrance.
4. North Walkway to ramp including stairs.
5. Skywalk and garage elevators.

##### **B. Winter - November 1 - April 15**

**NOTE: Some areas may require deep cleaning daily.**

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## ATTACHMENT C

### Weekly -

1. Baggage claim area
2. Entire south concourse from Snack Bar area, all jet bridges, Gates 1&2 including waiting area to escalators
3. Terminal entranceways and elevator by main entrance.
4. Second level walkways to parking garage.
5. Skywalks and garage elevators.
6. Mezzanine area and hallway to National Weather Service

### C. Monthly -(All Year)

1. Hallway upstairs from the north elevator to restaurant
2. South concourse offices hallway
3. Observation tower and lower level
4. South concourse stairway

### D. Every Six Months -

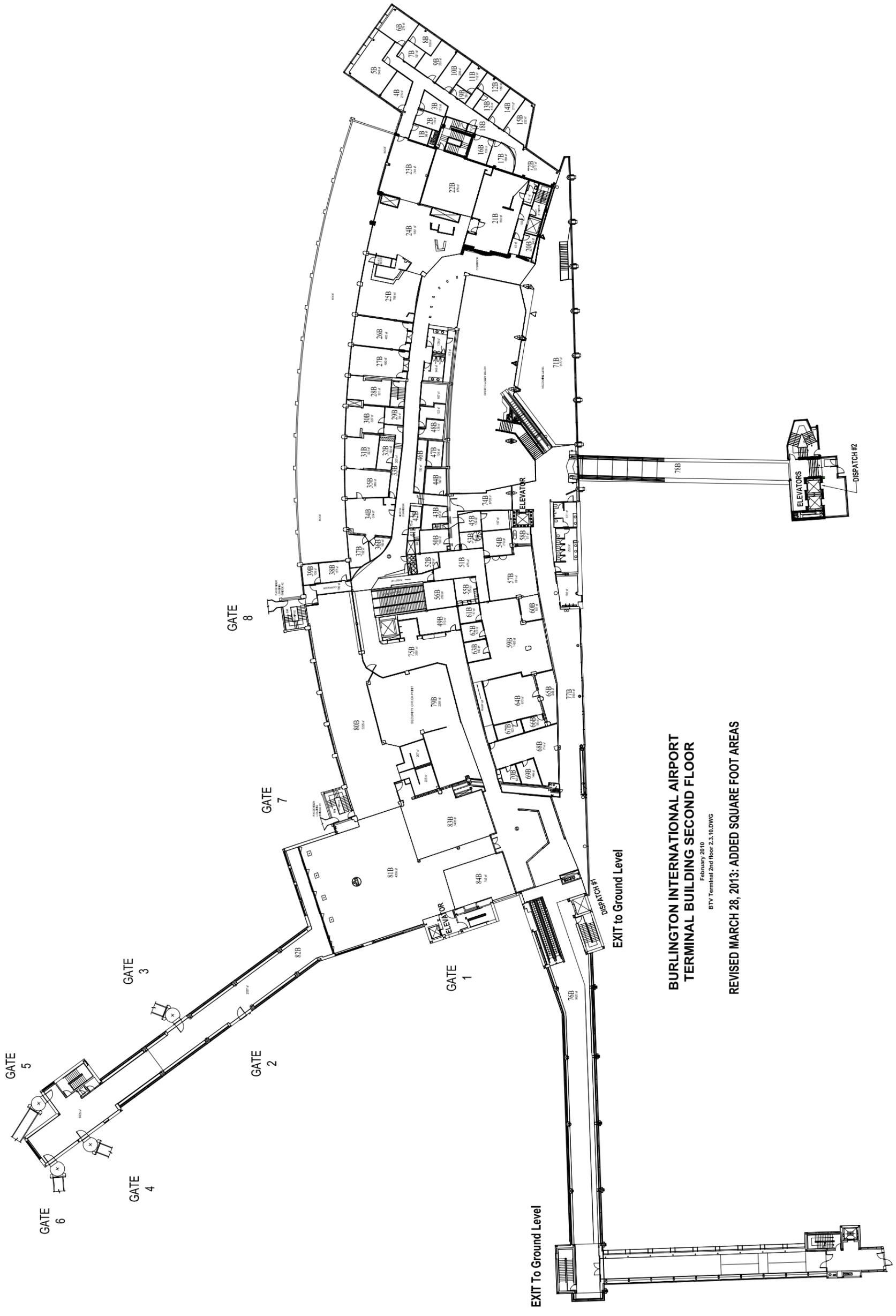
1. All offices upstairs and conference rooms, unless otherwise Required.
2. Deep clean all upholstery in public areas

## Special Notes:

Vacuuming, of the entire area to be cleaned, must precede all of the above; over-wetting of carpet must be avoided due to the type of carpeting and the fact of having only 4 hours maximum drying time.

\*All carpets must be cleaned and maintained in accordance with manufacturer's specifications





**BURLINGTON INTERNATIONAL AIRPORT  
TERMINAL BUILDING SECOND FLOOR**

February 2010  
BTY Terminal 2nd floor 2.3.10.DWG

REVISED MARCH 28, 2013: ADDED SQUARE FOOT AREAS

**Attachment E**  
**FEDERAL CONTRACT PROVISIONS**  
**(Issued on January 29, 2016)**

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**CONTRACT PROVISIONS**

CIVIL RIGHTS - GENERAL..... 2

CIVIL RIGHTS – TITLE VI ASSURANCE ..... 2

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) ..... 4

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970..... 5

**Attachment E**  
**FEDERAL CONTRACT PROVISIONS**  
**(Issued on January 29, 2016)**

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**GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**Title VI Solicitation Notice:**

The **City of Burlington, Burlington International Airport**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

**Attachment E**  
**FEDERAL CONTRACT PROVISIONS**  
**(Issued on January 29, 2016)**

the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

**Attachment E**  
**FEDERAL CONTRACT PROVISIONS**  
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- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

**Attachment E**  
**FEDERAL CONTRACT PROVISIONS**  
**(Issued on January 29, 2016)**

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**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## ***ATTACHMENT F***

### ***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](http://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, evidenced 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 insureds.

The Contractor is responsible to verify and confirm in writing to 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 Occurrence	\$1,000,000	
5. Fire Damage (Any one fire)	\$ 250,000	
6. Med. Expense (Any one	\$ 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 subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident  
(b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

**PROFESSIONAL LIABILITY INSURANCE:**

- (a) General. The Contractor shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

\$3,000,000 - Annual Aggregate  
\$1,000,000 - Per Occurrence

- (b) Deductibles. The Contractor is responsible for any and all deductibles.
- (c) Coverage. Prior to performing any work, the Contractor agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Contractor agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

**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, subcontractor, 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:

Valuable Papers	\$10,000
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:**

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

### ***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 and the Non-outsourcing Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

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.

Exceptions shall be noted in the Contract: \_\_\_\_\_

**LOBBYING:** For any Agreement exceeding one hundred thousand dollars, the Contractor certifies by signing the Agreement, that to the best of their knowledge and belief on behalf of their signature:

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.
- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying", if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.
- (c) They shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, Title 31, U.S.C..

Section 1352 of Title 31, U.S.C., provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress, in the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

**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 be registered 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 bonafide 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 bonafide 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 subcontractor 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 subcontractor.

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 subagreements, 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.

**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 Contractors, hereafter referred to as "instruments of professional service", shall become the property of the Municipality as they are prepared and/or developed during execution of the Agreement.

The Contractor shall surrender to the Municipality upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken or completed by the Contractor pursuant to the Agreement. Upon completion of the work, in full, these instruments of professional service will be appropriately endorsed by the Contractor and turned over to the Municipality.

Data and publication rights to any instruments of service produced under this agreement are reserved to the Municipality and shall not be copyrighted by the Contractor at any time without written approval of the Municipality. No publications or publicity of the work, in part or in total, shall be made without the agreement of the Municipality, except that Contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

**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 selectboard 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 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 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.

**WRITTEN DELIVERABLES:** Written deliverables, presented under terms of the Agreement, shall be on 8 1/2" by 11" paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project and publication date. The report shall have a table of contents and each page shall be numbered successively. Draft reports shall be identified as such.

## ***6. PROJECT DEVELOPMENT AND STANDARDS***

**PLANS RECORDS AND AVAILABLE DATA:** The Municipality agrees to make available, at no charge, for the Contractor's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.