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**REQUEST FOR PROPOSALS  
CURED-IN-PLACE-PIPE RELINING OF STORMWATER PIPES**

**Stormwater Outfall Pipe at Convent Square**

Date of Issuance:	Monday, November 5th, 2018
Issued by:	City of Burlington, Department of Public Works, Water Resources
Due Date for Proposals:	Friday, November 9th, 2018, 2:00 PM
Optional site visit:	Call Point of Contact to make an appointment
Questions due:	Wednesday, November 7th, 2018 by 4:00 PM
Issuing Point of Contact:	Greg Johnson, Stormwater and GIS Technician 234 Penny Lane, Burlington, VT 05401 (802) 233-0263 (c) gjohnson@burlingtonvt.gov

**SCOPE OF WORK**

The City of Burlington Department of Public Works is seeking bids for relining of separate stormwater outfall pipe using cured-in-place pipe (CIPP) trenchless technology. The attached Section 01010 below contains information on the pipe segment to be relined. Street maps are provided at the end of this Request for Proposals (RFP).

**DEADLINE FOR RECEIPT OF BIDS**

All replies and quotes in response to this RFP must be received in a sealed envelope clearly marked "Stormwater Outfall Pipe at Convent Square" to the address and point of contact no later than 2:00 pm, by the above due date and time, at which time all submitted materials will be publicly opened and recorded. Late proposals will not be accepted under any circumstances. Electronic proposals are preferred as long as they are received by the point of contact by the required deadline. It is the responsibility of the firm submitting replies and proposals to ensure that the point of contact has received a completed proposal by the required deadline.

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

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

### **SITE VISIT**

A site visit is optional and should be coordinated with Point of Contact listed above.

### **PARTNERSHIPS**

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

### **BID FORMAT**

Contractors are encouraged to be concise. All proposals must include, at a minimum, the following:

1. Completed bid form including estimated start date, and signature/date by an authorized representative for the firm
2. Signed Livable Wage, Outsourcing and Union Deterrence Certifications with the bid sheet and described in the Supplemental General Conditions.

Note that the selected Contractor shall be required to submit insurance certificates, and may be asked to provide a client list if they haven't already done work in the City of Burlington.

### **PROPOSAL EVALUATION**

Proposals will be reviewed and evaluated by City staff based on the information provided in the proposal. Additional information may be requested prior to final selection. It is anticipated that a decision will be made by November 12, 2018 for project completion by December 21, 2018.

### **ANTICIPATED PROJECT SCHEDULE**

The City requires that all related work be completed by **December 21, 2018**. The City reserves the right to amend all dates. While this timeline may be subject to change, all participating parties will be notified.

- |                     |   |
|---------------------|---|
| • November 9, 2018  | Proposals due   |
| • November 12, 2018 | Latest date for proposal review & contractor recommendation |
| • November 16, 2018 | Latest date for Notice to Proceed                           |
| • December 21, 2018 | Project Completion  |

### **CONTRACT REQUIREMENTS**

The selected Contractor must be willing to enter into an agreement with the City similar to the draft contract provided with this RFP. Contractors are advised to review all the attached sections of this document in advance of submitting a proposal. The City reserves the right to alter or amend any or all of these provisions in the project contract, its attachments, or this RFP.

### **COSTS ASSOCIATED WITH PROPOSAL**

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

### **COMPLIANCE WITH LAW**

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

### **INDEMNIFICATION**

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

### **LIMITATIONS OF LIABILITY**

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

### **REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract in the City's best interests, including selecting which projects it can afford to do at this point in time or in consideration of the proposed contractor's schedule. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

### **OWNERSHIP OF DOCUMENTS**

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

### **PUBLIC RECORDS**

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, must be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

### **OWNER SUPPLIED DOCUMENTS**

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

- 1.) Technical Specifications
- 2.) Drawings depicting stormwater line to be relined

**BID FORM – Stormwater Outfall Pipe at Convent Square**

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

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/Email: \_\_\_\_\_

Subcontractor(s), if applicable: \_\_\_\_\_

Bid Schedule: Complete the following bid schedule and include it in your proposal.

<b>Bid Item</b>	<b>Liner Thickness (mm)</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total</b>
Mobilization/ Demobilization	N/A	Lump sum	1		
Convent Square Outfall Pipe	_____	Lineal Feet	220		

**Total Base Bid (Sum of Bid Items 1, 2 and 3):** \_\_\_\_\_

**NOTES:**

1. BIDDER hereby agrees to commence WORK under this contract on the date of issuance of the NOTICE TO PROCEED and to fully complete the PROJECT by December 21, 2018. If project delays are caused by the BIDDER, then the BIDDER further agrees to pay as liquidated damages, the sum of \$200 for each consecutive calendar day thereafter as provided in Section 4 of the General Conditions.

There is no required Bonding.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_

By signing this bid sheet, the Contractor agrees to abide by all specifications and conditions in these Contract Documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

ARTICLE VI. LIVABLE WAGES<sup>1</sup>

**21-80 Findings and purpose.**

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

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

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

**21-81 Definitions.**

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

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.
- (c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.
- (d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:
  - (1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she spends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;
  - (2) An employee who is employed by a grantee who spends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."
- (e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.
- (f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a

covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

- (g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)
- (h) *Livable wage* has the meaning set forth in Section 21-82.
- (i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.
- (j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

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

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

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- (a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:
  - (1) For a covered employer that provides employer assisted health care, the livable wage shall be at least thirteen dollars and ninety-five cents (**\$14.52**) per hour on the effective date of the amendments to this article.
  - (2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least fifteen dollars and eighty-three cents (**\$16.20**) per hour on the effective date of the amendments to this article.
  - (3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.
- (b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

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

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

**21-83 Applicability.**

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

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

**21-84 Enforcement.**

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

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

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



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

- (d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.
- (e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.
- (f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.
- (g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.
- (h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.
- (i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:
  - (1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;
  - (2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;
  - (3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;
  - (4) Reinstatement in employment and/or injunctive relief; and
  - (5) Reasonable attorneys' fees and costs.
- (j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

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

### **21-85 Other provisions.**

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- (a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section 21-84.
- (b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.
- (c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.
- (d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.
- (e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.
- (f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

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

### **21-86 Exemptions.**

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

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

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

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

### **21-87 Severability.**

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

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

### **21-88 Annual reporting.**

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

- (a) A list of all covered employers broken down by department;

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

(Ord. of 10-21-13)

**21-89 Effective date.**

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

(Ord. of 10-21-13)

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

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

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

By: \_\_\_\_\_  
Duly Authorized Agent

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

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

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

## **BURLINGTON'S OUTSOURCING ORDINANCE**

### **ARTICLE VII. OUTSOURCING**

#### **21-90 Policy.**

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

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

#### **21-91 Definitions.**

- (a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.
- (b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.
- (c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

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

#### **21-92 Implementation.**

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

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

#### **21-93 Exemption.**

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

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

#### **21-94 Enforcement.**

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of

this article or outsources work on a government funded project shall be deemed to be in violation of this article.

- (b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.
- (c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

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

**21-95—21-99 Reserved.**

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

**(TO BE SUBMITTED WITH BID)**

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

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

By: \_\_\_\_\_  
Duly Authorized Agent

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

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

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

## **BURLINGTON'S UNION DETERRENCE ORDINANCE**

### **ARTICLE VIII. UNION DETERRENCE**

#### **21-100 Policy.**

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

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

#### **21-101 Definitions.**

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

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

#### **21-102 Implementation.**

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
  - 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
  - 2) Advertises union deterrence services as specialty services;
  - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or



vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

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

**21-103 Enforcement.**

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- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.(Ord. of 3-27-06/4-26-06)

**21-104—21-110 Reserved.**

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**NOTICE OF AWARD**

TO: \_\_\_\_\_  
PROJECT: **Stormwater Outfall Pipe at Convent Square**  
City's Project Number: \_\_

The City has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated \_\_\_\_\_, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required to execute the Agreement. The NOTICE OF AWARD shall be accompanied by the necessary Agreement. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at its option, consider the BIDDER in default, in which case the BID BOND or certified check accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. The "Date of Issuance" of the NOTICE TO PROCEED shall start the CONTRACT time. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended only by mutual written agreement between the OWNER and CONTRACTOR.

If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chapin Spencer  
Director of Public Works  
City of Burlington

**ACCEPTANCE OF NOTICE:** Receipt of the above NOTICE OF AWARD is hereby acknowledged:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

## For Stormwater Outfall Pipe at Convent Square

This Construction Services Contract (“Contract”) is entered into by and between the City of Burlington (“City”), and \_\_\_\_\_ (“Contractor”), a corporation, with its principal place of business in \_\_\_\_\_. Contractor and the City agree to the terms and conditions of this Contract.

### 1. RECITALS

- A. **Authority.** Authority to enter into this Contract exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City seeks to employ the Contractor to reline separate stormwater outfall pipes using cured-in-place pipe (“CIPP”) trenchless technology at Covenant Square in Burlington, Vermont.

### 2. EFFECTIVE DATE AND TERM

- A. **Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.
- B. **Term.** This Contract and the Parties respective performance shall commence on the Effective Date and expire on December 31, 2018. Contractor shall complete all services required under this Agreement prior to the expiration of this Contract.
- C. **Work Activities.** The Contractor shall commence the Work required by the Contract Documents on the date the Notice to Proceed is issued. Contractor shall complete all Work required under this Contract and the Contract Documents by December 21, 2018, unless the period for completion is extended in accordance with the Contract Documents. The Contractor acknowledges that the commencement and completion dates for the Work are essential conditions and that failure to meet these deadlines constitutes a material breach of this Contract. Contractor shall pay the City the sum of \$200 per day, for each consecutive calendar day that the Contractor is in breach of this Contract in accordance with the Contract Documents.

### 3. DEFINITIONS

- A. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page of this Contract.
- B. **“Party”** means the City or Contractor and **“Parties”** means both the City and Contractor.
- C. **“Project”** means the relining of separate stormwater outfall pipes using CIPP trenchless technology at Covenant Square as described in the Contract Documents.
- D. **“Work”** means the construction services described in §4 of this Contract, along with the specifications contained in the Contract Documents.

### 4. SCOPE OF WORK

The Contractor shall reline necessary stormwater pipes using CIPP trenchless technology at Covenant Square in accordance with, and as specified in, the Contract Documents. The Contractor shall furnish all material, supplies, tools, equipment, labor and other services necessary to ensure the successful completion of the Work to the satisfaction of the City.

## **5. PAYMENT FOR SERVICES**

**A. Contractor Fee.** The City shall pay the Contractor based on the bid form unit prices. The contract shall not exceed \_\_\_\_\_ without prior written approval from the City. Contractor agrees to accept this payment as full compensation for all services and expenses incurred under this Contract.

**B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the General Conditions.

## **6. CONTRACT DOCUMENTS**

The following attachments, along with this Contract, constitute the Contract Documents:

- A.** Request for Proposal
- B.** Bid Sheet
- C.** Certifications of Compliance with City of Burlington Ordinances
- D.** Notice of Award
- E.** This Contract
- F.** Notice to Proceed
- G.** Partial Release and Waiver of Lien
- H.** Change Order Format
- I.** Certificate of Substantial Completion
- J.** Certificate of Final Completion and Acceptance of Work
- K.** General Conditions
- L.** Supplemental General Conditions
- M.** Hazardous Materials and Historic Preservation
- N.** Technical Specifications prepared and issued by the City, if applicable
- O.** ADDENDA: \_\_\_\_\_

The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract and the Contractor shall comply with the Contract Documents. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items and services necessary for the proper execution and completion of the Work to ensure the intended results.

## **7. ORDER OF PRECEDENT**

If a conflict or inconsistency exists between this Contract and the Contract Documents, this Contract shall control. The Notice of Award, General and Supplemental Conditions, and Technical Specifications issued by the City shall prevail over any inconsistency or contradictory provision between the Contract Documents.

## **8. INSURANCE**

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

## **9. AUTHORITY**

Each Party represents and warrants to the other that the execution and delivery of this Contract and the

performance of such Party's obligations have been duly authorized.

#### **10. BINDING EFFECT**

All provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

#### **11. SEVERABILITY**

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

#### **12. ENTIRE AGREEMENT**

This Contract and the Contract Documents constitute the entire agreement and understanding of the Parties with respect to the subject matter of this Contract. All prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

#### **13. MODIFICATION**

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

#### **14. THIRD PARTY BENEFICIARIES**

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

#### **15. WAIVER**

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

#### **16. STANDARD OF PERFORMANCE**

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

#### **17. CHOICE OF LAW**

Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation,

execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

#### **18. JURISDICTION**

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

#### **19. ASSIGNMENT**

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

The remainder of this page is intentionally left blank.

**20. SIGNATURE PAGE**

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

**The Parties hereto have executed this Construction Contract**

**CONTRACTOR**

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

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

**City of Burlington  
Department of Public Works**

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

Chapin Spencer  
Director of Public Works

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

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
(CONTRACTOR)

Date of Issuance: \_\_\_\_\_

Project: \_\_\_\_\_

You are hereby notified to commence all WORK on this date in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_. The date of completion of all WORK is December 21, 2018

By: \_\_\_\_\_  
(Printed or Typed Name)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
(Name of CONTRACTOR) on this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
(Printed or Typed Name)

By: \_\_\_\_\_  
(Signature)



**INSTRUCTIONS FOR CONTRACTORS OR SUBCONTRACTORS**

**RELEASE AND WAIVER OF LIEN FORM**

1. At the preconstruction meeting, the OWNER will receive from the CONTRACTOR a list of all major items (s)he intends to SUBCONTRACT.
2. Prior to the first requisition for payment, the OWNER will inform the CONTRACTOR as to which of these SUBCONTRACTORS or vendors may be required to complete a Release of Lien Form. Note that 40 CFR §33.302 requires CONTRACTOR to pay their SUBCONTRACTORS for satisfactory performance within 30 days of payment to CONTRACTOR by OWNER. CONTRACTOR shall comply with this requirement.
3. The CONTRACTOR shall include in the payment package a Release of Lien Form for the overall CONTRACT and those of any SUBCONTRACTORS or vendors so identified by the OWNER.
4. For all interim payments prior to 90% completion of the CONTRACT, the CONTRACTOR may delete, "...the undersigned does hereby waive, release and relinquish any and all claims, demands and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished..." from the first statement.
5. Final payment requires complete wording in the first statement and a fully executed form.

**GENERAL CONTRACTOR'S OR SUBCONTRACTOR'S**

**RELEASE AND WAIVER OF LIEN**

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

\_\_\_\_\_  
(Project Name and OWNER)

\_\_\_\_\_, Vermont as of \_\_\_\_\_  
(Date)

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

\$ \_\_\_\_\_  
Total Paid to Date This Contract

\$ \_\_\_\_\_  
Current Payment Due

\$ \_\_\_\_\_  
Total Billed to Date This Contract

\_\_\_\_\_  
CONTRACTOR/SUBCONTRACTOR

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Printed Name

Title: \_\_\_\_\_

**CHANGE ORDER #**

Date: \_\_\_\_\_  
Contract #: \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Owner: \_\_\_\_\_

Agreement Date: \_\_\_\_\_  
ORIGINAL PRICE: \$ \_\_\_\_\_  
Notice to Proceed Date: \_\_\_\_\_  
Calendar Days: \_\_\_\_\_  
Original Completion Date: \_\_\_\_\_

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

**DESCRIPTION:**

**JUSTIFICATION:**

PRICE: This C.O.<sup>(1)</sup> will (not change/increase/decrease) the Contract Price By: \$ \_\_\_\_\_  
Current Contract Price per most recent C.O.: \$ \_\_\_\_\_  
The new Contract Price including this C.O. is: \$ \_\_\_\_\_

TIME: Current Contract Calendar Days as per most recent C.O.: Calendar Days \_\_\_\_\_  
This C.O. will (not change/increase/decrease) the Contract Calendar Days by: Calendar Days \_\_\_\_\_  
The new Contract Calendar Days including this C.O. is: Calendar Days \_\_\_\_\_  
The new Contract Completion Date is, therefore: \_\_\_\_\_

**NOTE: The CONTRACTOR must provide a Revised Project Schedule to reflect increases or decreases in Contract Time as authorized by this C.O.**

REQUESTED BY: \_\_\_\_\_  
Print or Type Name Signature

SIGNATURES/APPROVALS:  
Stipulated price and time adjustment includes all costs and time associated with the above described change. CONTRACTOR waives all rights for additional compensation or time extension for said change. CONTRACTOR and OWNER agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

Recommended By (Owner): \_\_\_\_\_  
Print or Type Name Signature

Accepted By (CONTRACTOR): \_\_\_\_\_  
Print or Type Name Signature

Ordered By (OWNER): \_\_\_\_\_  
Print or Type Name Signature

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

OWNER \_\_\_\_\_

OWNER's Project Number \_\_\_\_\_

Project Name \_\_\_\_\_

=====

CONTRACTOR \_\_\_\_\_ Contract Date \_\_\_\_\_

Contract for \_\_\_\_\_

=====

Project or Specified Part Shall Include \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

=====

**DEFINITION OF SUBSTANTIAL COMPLETION**

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

=====

To: \_\_\_\_\_  
(OWNER)

And To: \_\_\_\_\_  
(CONTRACTOR)

The WORK performed under this CONTRACT has been inspected by authorized representatives of the OWNER, CONTRACTOR, and OWNER, and the Project or Specified Part of the Project is hereby declared to be Substantially Completed as of the following date:

Date of Substantial Completion: \_\_\_\_\_

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

Recommended By:

\_\_\_\_\_  
OWNER

(Print or Type Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

Approved By:

_____	_____	_____
OWNER	(Signature)	Date
	_____	
	(Print or Type Name)	

=====

The CONTRACTOR accepts the above Certificate of Substantial Completion.

_____	_____	_____
CONTRACTOR	(Signature)	Date
	_____	
	(Print or Type Name)	

=====

EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:

=====

ATTACHMENTS:

1) Punch List Dated: \_\_\_\_\_

2) List the CONTRACTOR's Warranty Start and End Dates along with any Extended Warranty information here. Some items (such as roofing) may have a manufacturer's warranty longer than one year. Any documentation to support warranty requests (bill of sale, etc.) need to be supplied as part of the OWNER's O&M Manual under the warranty section.

**CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE OF WORK**

CONTRACT NO. \_\_\_\_\_ AGREEMENT DATE: \_\_\_\_\_

CONTRACT DESCRIPTION: \_\_\_\_\_

Notice to Proceed Date of Issuance: \_\_\_\_\_

Completion Date per Agreement and Change Orders # \_\_\_\_\_ thru # \_\_\_\_\_: \_\_\_\_\_  
(Date)

**FINAL CERTIFICATION OF CONTRACTOR**

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

CONTRACTOR	Signature
Date	Print or Type Name
	Title

**FINAL CERTIFICATION OF OWNER**

I have reviewed the CONTRACTOR'S Final Payment Request dated \_\_\_\_\_ and hereby certify that to the best of my knowledge, the cost of the WORK identified on the Final Estimate represents full compensation for the actual value of WORK completed and that the WORK has been completed in accordance with the terms of the AGREEMENT and authorized changes. This certification is provided in accord with the terms of GENERAL CONDITION number 16.3.

OWNER	Signature
Date	Print or Type Name

**FINAL ACCEPTANCE OF OWNER**

I, as representative of the OWNER, accept the above Final Certifications and authorize Final Payment in the amount of \$ \_\_\_\_\_ and direct the CONTRACTOR'S attention to the GENERAL CONDITION #5. The guaranty for all WORK completed subsequent to the date of SUBSTANTIAL COMPLETION, expires one (1) year from the date of this Final Acceptance.

OWNER	Signature
Date	Print or Type Name

## BURLINGTON GENERAL CONDITIONS

- 1. INDEMNIFICATION:** The Contractor shall act in an independent capacity and not as officers or employees of the City. The Contractor shall indemnify, defend and hold harmless the City and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.

If the City, its officers, agents or employees are notified of any claims asserted against it or them to which this indemnification clause may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification agreement may apply has been filed.

- 2. RELATIONSHIP:** The Parties agree that the Contractor is an independent contractor. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The City shall provide the Contractor with no specific instructions or training in how to provide the required services, except to the extent required by law or regulation. The Contractor shall provide its own tools, materials or equipment. The Parties agree that neither the Contractor nor its Principal is an employee of the City or any of its departments, agencies, or related entities. The Parties also agree that neither the Contractor nor its Principal is entitled to any employee benefits from the City. Contractor understands and agrees that it and its Principal have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

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

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

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

**A. GENERAL LIABILITY AND PROPERTY DAMAGE:** With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent 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

Coverage limits shall not be less than:

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

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

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

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

**D. UMBRELLA LIABILITY:**

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

**4. 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, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

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

- 5. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:** During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identify, national origin, physical disability or veteran status.

The 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.

- 6. CHILD SUPPORT PAYMENTS:** By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the 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.
- 7. 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
- 8. REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.
- 9. PERSONNEL REQUIREMENTS AND CONDITIONS:** A Contractor shall employ only qualified personnel, for responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

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

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

The Contractor warrants that no company or person has been employed or retained, other than a bona fide



employee working solely for the Contractor, to solicit or secure this Contract, and that no company or person has been paid or has 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 Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

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

- 10. TRANSFERS, SUBLETTING, ETC:** Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City and further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's agreement shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any subcontractor as specified in the insurance requirements section of this Contract.

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

- 11. CONTINUING OBLIGATIONS:** The Contractor agrees that if because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract. However, the City may terminate the Contract if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Contract.
- 12. OWNERSHIP OF THE WORK:** The 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 City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the Contract of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 13. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Contract.

- 14. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 15. RECORDS RETENTION:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, EDM, accounting records, and other evidence related to the City, at any time during this Contract and for a period of at least three (3) years after its termination. The Contractor further agrees that the City shall have access to all the above information for the purpose of reviewing and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City if requested. Contractor, subcontractors, or any representatives performing work related to the Contract, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.
- 16. APPENDICES:** The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.
- 17. EXTENSION OF TIME:** The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.
- 18. FAILURE TO COMPLY WITH TIME SCHEDULE:** In the event the City is dissatisfied with the slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events the City shall be entitled to collect from the Contractor any expenses in completing the Work.

The City may withhold liquidated damages at the rate specified in the Bid from the amount payable to the Contractor for each calendar day that the Contractor is in default after the time of completion stipulated in these Contract Documents. It is understood that the amount is approximately equal to the interest and other charges incurred by the City.

It is mutually understood and agreed to, that neither Party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of

God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract.

**19. SETTLEMENTS OF MISUNDERSTANDINGS:** In order to prevent misunderstandings and litigation, it is mutually agreed by all Parties that the City Engineer shall act as referee on all questions arising under the terms of the Contract and that the decision of this governing body in such cases shall be binding upon both Parties.

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

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

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

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

compensation against the City by reason of such termination.

- 21. ACKNOWLEDGEMENTS:** Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.
- 22. 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 Contract.
- 23. INDEPENDENCE:** The Contractor shall act in an independent capacity and not as officers or employees of the City.
- 24. 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 City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.
- 25. 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 City, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the Contract. 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 City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.
- 26. INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract.

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

- 27. RESPONSIBILITY OF COST:** The Contractor shall furnish and pay the cost, including taxes (except tax exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation, and perform all the Work required for the construction of all items listed and itemized under the Bid Schedule of the Bidder's Proposal attached hereto in strict accordance with the Plans, Specifications and requirements, general conditions and appendix which are attached hereto and made a part hereof, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge to be fixed on the property of the City.

**28. PAYMENT PROCEDURES:** The City shall pay, or cause to be paid to the Contractor or the Contractor's legal representative, payments in accordance with the Contract. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

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

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

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

The City agrees to pay the 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.

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

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

**30. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, upon written notice, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the 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:

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

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

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

31. **ACCESS:** The City shall provide the land and/or construction easements upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.
32. **WARRANTY:** The Contractor guarantees all material and equipment furnished and all Work performed for a period of one (1) year from the date of substantial completion of the Contract (or one (1) year from Final Completion of the Contract for all work completed after Substantial Completion). The Contractor guarantees that the facility is free from defects due to faulty materials or workmanship and the Contractor shall make the necessary corrections or repairs to correct these defects as outlined further in Specification Section 01740. Longer equipment or material guarantees shall be documented in the Certificate of Substantial Completion.
33. **LAWS:** The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as specified in the Contract Documents. If the Contractor observes that the Contract Documents are at variation with any laws, ordinances, rules or regulations, the Contractor shall promptly notify the City in writing and any necessary changes shall be adjusted through the use of Contract Change Orders. The Contractor agrees to comply with all laws, rules and regulations that apply to related Work.
34. **PERFORMANCE:** The actual performance of Work and superintendence shall be performed by the Contractor, but the City shall, at all times, have access to the premises for the purpose of observing or inspecting the Work performed by the Contractor.
35. **ASSIGNMENT:** The Contractor agrees not to sublet or assign this Work without the written consent of the City.
36. **RESPONSIBILITY OF SUBCONTRACTOR:** The Contractor shall have full responsibility under these General Conditions, General Provisions, or Plans and Specifications for any subcontracts which the Contractor may let.
37. **RELEASE:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond or Payment Bond.

**38. SUSPENSION OF WORK:** The City may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

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

**40. SAFETY REQUIREMENTS:** In order to protect the lives and health of its employees under the Contractor, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

**41. AUDIT AND ACCESS TO RECORDS:** For all negotiated Contracts, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

**42. NOTICE OF SUBCONTRACTOR:** If the Contractor was not required to obtain City approval of the subcontractor(s) prior to Award of the Contract, the Contractor shall provide written notification to the City within 10 working days of the Contractor's intent to employ subcontractor(s) on site. The notification shall list the name, address and telephone number of the subcontractor(s); estimated dollar amounts of subcontract(s); estimated start and completion dates of the subcontractor(s) work.

**43. WAIVER:** No waiver by City of any breach of this Agreement by the Contractor shall constitute a waiver of any subsequent breach by the Contractor, and no delay in enforcement of any breach shall be deemed a waiver of that breach.

## **SUPPLEMENTAL GENERAL CONDITIONS**

The following is an index of documents required by the City of Burlington. These documents are made part of the CONTRACT DOCUMENTS. The BIDDERS and CONTRACTOR shall comply with all requirements, provisions, policies and permits contained in the SUPPLEMENTAL GENERAL CONDITIONS.

### INDEX:

- Livable Wage Ordinance
- Outsourcing Ordinance
- Union Deterrence Ordinance
- Prequalification of Contractors Application
- City of Burlington Holidays
- EPSC Requirements and Application
- Permits Pertaining to Work



## **HAZARDOUS MATERIALS AND HISTORIC PRESERVATION**

1. If at any time during construction the presence of unanticipated hazardous materials at or proximate to a construction site is detected, the construction CONTRACTOR shall cease work in the affected area and perform the following immediately:
  - a. Notify the CITY verbally and in writing. The CITY is responsible for notification of the Waste Management Division of the Agency of Natural Resources.  
  
**THE HAZARDOUS MATERIALS SPILLS AND EMERGENCY REPORTING PHONE NUMBER IS Toll Free 1-800-641-5005.**
  - b. Take all action necessary and appropriate for the protection and safety of the public and persons at or about the site, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying CITYs and users of adjacent sites and utilities.
2. Actions at the construction site following completion of these steps shall be at the direction of the Waste Management Division. Nothing in this Article shall be construed to require the CONSULTANT and/or the CONTRACTOR to perform work for which adequate compensation has not been contracted for other than to insure that basic measures necessary to protect the health and welfare of workers, residents and abutters are immediately adopted.
3. At construction sites where the presence of contaminated or hazardous materials are suspected to exist and provisions have been made in the Contract Documents for their management, the requirements in the Contract Documents will determine the appropriate actions of the CONTRACTOR. In any event, discovery of contaminated soils require the immediate notification of the CITY. If sites other than the suspected areas previously delineated in the Contract Documents are discovered, Item 1 above shall apply.

## **HISTORIC PRESERVATION**

1. If at any time during construction, the presence of possible human remains are discovered at or proximate to a construction site, the CONTRACTOR shall cease work in the affected area and immediately contact the local medical examiner or law enforcement official in addition to notifying the CITY or CITY's representative. The CONTRACTOR shall take all action necessary and appropriate for the protection and safety of the public and the site.
  - a. Notify the CITY verbally and in writing. The CITY is responsible for notification of the Agency of Natural Resources and FED Construction Project City
2. If at any time during construction, the presence of unanticipated historic and archeological resources are detected at or proximate to a construction site, the construction CONTRACTOR shall cease work in the affected area, take all action necessary and appropriate for the protection and safety of the public and the site, and inform the following immediately:
  - a. Notify the CITY verbally and in writing. The CITY is responsible for notification of the Agency of Natural Resources.
  - b. Notify the Vermont Division of Historic Preservation at: **(802) 828-3050 landline or (802) 477-2517 cell Or (802) 828-3048 landline or (802) 310-0289 cell**
3. Actions at the construction site following completion of these steps shall be at the direction of the local medical examiner, law enforcement agent or Historic Preservation Division as appropriate. Nothing in this Article shall be construed to require the CONSULTANT and/or the CONTRACTOR to perform work for which adequate compensation has not been contracted for other than to insure that basic measures necessary to protect the safety and welfare of the workers and the site.

## **APPENDIX A**

# **HEAT CURED CIPP TECHNICAL SPECIFICATION INDEX**

October 2018

## **DIVISION 1 – GENERAL REQUIREMENTS**

01010 Summary of Work

01740 Guarantees

## **DIVISION 2 – SITEWORK**

02305 Cured-In-Place Pipe Lining (Heat Cured)

## **SECTION 01010**

### **Summary of Work**

#### **1. GENERAL**

##### **1.1 CONTRACT DOCUMENT**

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in all sections.
- B. Specification Arrangement
  - 1. Titles to and arrangements of sections and paragraphs in these Specifications are used merely for convenience and shall not be taken as a correct or complete segregation of the several categories of materials, equipment, and labor, nor as the attempt to outline or define jurisdictional procedures.

##### **1.2 INTENT**

- A. The entire work provided for in this Specification and on the Contract Drawings shall be constructed and finished in every respect in a good workmanlike and substantial manner. All parts necessary for the proper and complete execution of the work whether the same may have been specifically mentioned or not, or indicated in a manner corresponding with the rest of the work as if the same were particularly described and specifically provided herein. It is not intended that the Contract Drawings shall show every detailed piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed. All materials and equipment shall be new unless specifically stated otherwise in these Contract Documents.

##### **1.3 SCOPE**

- A. The work required by these Specifications shall include furnishing all labor, skill, supervision, tools, construction plant, equipment and materials, and performing all operations necessary for the properly completed Contract work as shown on the Street Maps, as mentioned in these Specifications, and as evidently required, to the complete satisfaction of the awarding authority and their authorized representatives.

##### **1.4 DESCRIPTION OF WORK BY CONTRACTOR**

- A. Stormwater pipe relining using CIPP (cured-in-place-pipe) technology at the locations outlined below with maps of each street provided at the end of this document.

1. 127 Beltline Ramp (closed to traffic) between manhole WSE-MH-1802 and the outfall  
Pipe Length/Diameter/Material: 120' of 30" to 24 CMP with an eccentric reducer that shall be confirmed by the contractor  
Depth of Cover: 10' to 0'  
Reason for Relining: Start of slope failure due to pipe exfiltration at joints  
Traffic Flow: Low - Residential

#### 1.5 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
  1. Law.
  2. Ordinances.
  3. Permits.
  4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structures with weight that will endanger structures.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of Owner or other contractor(s).
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Limit use of site for work and storage.
  1. Use of site not to interfere with pedestrian and vehicle access to abutting properties.

## 2. **PRODUCTS**

- 2.1 None used.

## 3. **EXECUTION**

- 3.1 None used.

## **SECTION 01740**

### **GUARANTEES**

#### **1. GENERAL**

##### 1.1 DESCRIPTION

- A. The Contractor shall take notice of special guarantees required in the technical sections of these Specifications. If any item requires excessive maintenance during guarantee periods, the item shall be considered defective and the Contractor shall correct the defects. All defects so corrected shall be at the expense of the Contractor. In addition, attention is directed to Paragraph 29 of the General Conditions.
  
- B. In the event that any equipment furnished as part of this Contract fails to meet the Performance Specifications herein during the applicable guarantee period and the equipment has been maintained by the Owner in accordance with the manufacturer's recommendations, the equipment shall be repaired, modified, or replaced with equipment acceptable to the Owner at no cost to the Owner so that the Performance Specifications are met. The Contractor shall bear all cost associated with such guarantee work.

#### **2. PRODUCTS**

##### 2.1 GENERAL

#### **3. EXECUTION**

##### 3.1 None used.

## **SECTION 02305**

### **CURED-IN-PLACE-PIPE LINING – SEWER AND STORMWATER MAINS**

#### **(1) INTENT**

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a reaction. The finished pipe shall be such that when the thermosetting resin cures, the total wall thickness shall be a homogeneous and monolithic felt and resin composite matrix, chemically resistant to withstand internal exposure to domestic sewage or stormwater.

#### **1.2 QUALIFICATIONS**

Since sewer or stormwater products are intended to have a 50+ year design life, and in order to minimize the Owner's risk, only proven products with substantial successful installations and experience will be approved. In order for the CIPP Contractor to be deemed commercially acceptable and approved for this project, they must meet the following criteria:

##### **A. CIPP Product**

1. The CIPP product must have been installed in a minimum of 500,000 linear feet or 2,500 manhole to manhole line sections of successful wastewater or stormwater collection systems in North America and must be documented to the satisfaction of the Owner.
2. The CIPP product shall comply with the latest versions of ASTM F1216 or ASTM F1743, including appendices.
3. For the CIPP to be considered commercially proven, it shall have been successfully in service in an application similar to this project for a minimum of 10 years and documented to the satisfaction of the Owner.
4. The lining tube manufacturer shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be submitted with the Contractor's bid and required for approval.
5. If requested, third-party test results supporting the structural properties and long-term performance of the CIPP product shall be submitted for approval, and such data shall be satisfactory to the Owner. No CIPP product will be approved without independent third party testing.

##### **B. Installation Contractor**

1. The Installation Contractor shall be certified by the CIPP product manufacturer to have at least 5 years active experience in the installation of the proposed CIPP product.
2. The Installation Contractor shall satisfy all insurance, financial and bonding requirements of the Owner, and shall have installed within the United States a minimum of 500,000 lineal feet of the same CIPP product being represented by the bidder.
3. The Installation Contractor superintendent(s) designated for the project shall have installed a minimum of 100,000 lineal feet and shall have 5 years of installation experience of the same CIPP product being represented by the bidder. This shall be documented to the Owner's satisfaction in the form of a resume of work experience

detailing scope of work (linear footage and pipe diameters), location of work, and reference contact information for each project listed.

4. The Installation Contractor shall operate under a quality management system that is third party certified to ISO 9001 or equivalent standards. Proof of certification or quality management system shall be submitted with the Installation Contractor's bid and required for approval.

### 1.3 STRUCTURAL REQUIREMENTS

A. Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently by the Owner/Engineer in the contract documents, the design thickness of the CIPP shall be derived at using standard engineering methodology as found in ASTM F1216, Appendix X1. The long-term flexural modulus shall not exceed 50 percent of the short-term value for the CIPP resin system and shall be substantiated through third-party testing. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the Owner prior to CIPP installation.

B. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.

C. The enhancement Factor 'K' to be used in the CIPP design shall be assigned a value of 7.

D. Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (CIPP Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

E. The CIPP shall meet the following minimum strength requirements:

System	MINIMUM PHYSICAL PROPERTIES			
	ASTM Method	Polyester System	Filled Polyester System	Vinyl Ester
Flexural Strength	D790	4,500 psi	4,500 psi	5,000 psi
Flexural Modulus (initial)	D790	250,000 psi	400,000 psi	300,000 psi
Flexural Modulus (50-year)	D790	125,000 psi	200,000 psi	150,000 psi

F. The required CIPP wall thickness shall be based as a minimum on the physical properties in Section 1.3.E above, and in accordance with the design equations in the Appendix X1 of ASTM



F1216, and the following design parameters:

Design Safety Factor (typically used value)	= 2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (As determined by long-term tests described in Section 1.3.D and approved by the Owner)	= 50% max
Ovality* (calculated from (X1.1 of ASTM F1216)	= % <sup>(1)</sup>
Enhancement Factor, K	= 7.0
Groundwater Depth (above invert of pipe)	= 0 feet <sup>(1)</sup>
Soil Depth (above crown of pipe)	= 10 feet
Soil Modulus (only required for fully deteriorated design conditions)	= psi <sup>(1)</sup>
Soil Density (only required for fully deteriorated design conditions)	= lb/cuft <sup>(1)</sup>
Live Load (only required for fully deteriorated design conditions)	= AASHTO H20
Design Condition (partially or fully deteriorated)*	= fully

\* Based on review of video logs, design conditions of pipeline can be fully or partially deteriorated (See ASTM F1216, Appendix X1). The Owner will be solely responsible for determining pipe conditions and parameters utilized in design.

- (1) In the absence of other information and to ensure uniformity in bidding, the following assumptions shall be used: Ovality = 2%; Groundwater Depth at one half soil depth to invert; Soil Modulus = 1000 psi; Soil Density = 120 lb/cuft

## 1.4 MATERIALS

### A. CIPP Tube

1. The CIPP tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The CIPP tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
2. The CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube. Maximum stretching allowances shall be as defined in ASTM F1216 or ASTM F1743. The Installation Contractor shall verify the lengths in the field before cutting the liner to length. Continuous individual liners can be made over one or more manhole to manhole sections.
3. The CIPP tube shall be uniform in thickness and when subjected to the installation pressures shall meet or exceed the designed wall thickness.
4. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
5. At time of manufacture, each lot of CIPP tube shall be inspected and certified to be free of defects. The tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall also include the CIPP tube Manufacturer's name or identifying symbol.
6. The CIPP tube may be made of single or multiple layer construction where any layer must not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or

strip may be placed in between layers where required to control longitudinal stretching.

#### B. Resin Components

1. The resin system shall be a corrosion resistant polyester ~~or vinyl ester~~, along with a compatible catalyst system.
2. The resin used shall not contain non-strength enhancing fillers.
3. When combined with the CIPP tube, the resin system shall provide a CIPP that meets the structural requirements of ASTM F1216 or ASTM F1743, the minimum physical properties specified in Section 1.3.E, and those properties which are to be utilized in the design of the lining system for this project.
4. When combined with the CIPP tube, the resin system shall provide a CIPP that complies with the chemical resistance requirements specified in ASTM F1216 or ASTM F1743.

## PART 2 - EXECUTION

### 2.1 GENERAL

A. The Installation Contractor shall deliver the resin impregnated CIPP tube to the site and provide all equipment required to insert and cure the CIPP within the host pipe. The Installation Contractor shall designate a location where the tube will be vacuum impregnated with the resin prior to installation. If requested by the Owner, the Installation Contractor shall notify the Engineer at least 48 hours prior to wet out to allow the Owner's representative to observe the materials and wet out procedure. All procedures to prepare the CIPP for installation shall be in strict accordance with the Manufacturer's recommendations.

B. The CIPP shall be vacuum impregnated with resin not more than 120 hours before the time of installation and stored out of direct sunlight at a temperature of less than 70° F.

### 2.2 NOTIFICATION AND PREPARATION

A. For sewer relining, the Installation Contractor shall notify all residents affected by this construction at least 24 hours prior to any service disruption affecting their service connection. The Installation Contractor shall make every effort to maintain service usage throughout the duration of the project.

B. The Installation Contractor shall perform cleaning, video, and inspection prior to installation of the CIPP. The Installation Contractor, when required, shall remove all debris from within the pipe that will interfere with the installation of the CIPP. The Owner shall provide a dumpsite for such debris removed during the cleaning operations.

C. It shall be the responsibility of the Installation Contractor to notify the Owner of line obstructions, offset joints or collapsed pipe that will prevent the insertion of the tube or significantly reduce the capacity of the sewer. The Owner, with input from the Installation Contractor shall determine the method of pipe repair required and shall address these concerns on a case-by-case basis.

D. Protruding laterals or services shall be trimmed flush with the inside of the main sewer wall prior to installation of the CIPP. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

E. The Installation Contractor is responsible for providing completing a **City of Burlington Excavation Permit** and a corresponding **traffic control plan** in accordance with Part 6 (Temporary Traffic Control) of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). A traffic control plan shall be submitted to the Owner for approval prior to arriving on site to do the

necessary work.

F. The Installation Contractor is responsible for providing **confined space** entry training and equipment for their employees in accordance with Standard 1910.146 (permit-required confined space) of the Occupational Safety & Health Administration (OSHA) regulations. An entry permit shall be filled out prior to entering any confined space.

### 2.3 BYPASS PUMPING

A. The Installation Contractor, when required, shall provide for the flow of sewage or stormwater around the section or sections of pipe designated for repair. When possible, the bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Installation Contractor shall furnish all necessary pumping equipment, conduit, etc. to adequately, safely, and environmentally divert sewage flow around the work.

B. When requested by the Owner/Engineer, the Installation Contractor shall submit a general bypass plan.

### 2.4 TELEVISION INSPECTION

A. The Installation Contractor shall provide video equipment capable of properly documenting the conditions as found within the pipe. Lighting for the video camera shall illuminate the entire periphery of the sewer. The camera shall be radial view type capable of viewing 360° within the pipe and shall provide an unobstructed view of the full pipe.

B. The video shall begin with a clear identification of the pipeline location, upstream and downstream manhole designation, and pipe diameter. The video shall provide an accurate length measurement of the entire segment and of the distance to each lateral connection. The Installation Contractor shall pan all lateral connections on both the pre and post-videos.

C. Reverse video set-ups shall be utilized when line obstructions prevent full segment televising from the initial set-up direction.

D. Both a pre-lining and post-lining video shall be submitted to the Owner for approval. The discs shall be clearly and properly labeled.

### 2.5 INSTALLATION

A. The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the CIPP tube with additional allowances being made for polymerization shrinkage and the loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the CIPP tube.

B. The resin-impregnated CIPP tube shall be installed into the host pipe by methods specified in ASTM F1216 or ASTM F1743 and proven through previous successful installations. The insertion method shall not cause abrasion or scuffing of the CIPP tube. Hydrostatic or air pressure shall be used to inflate the CIPP tube and mold it against the walls of the host pipe. There will be no use of sewage in place of clean water for insertion of the tube, or for the curing of the liner.

C. Temperature gauges shall be placed between the CIPP tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

### 2.6 CURING

A. After the CIPP tube installation is completed, the Installation Contractor shall supply a

suitable heat source and recirculation equipment (if required). The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin.

B. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply (for water cure) and outgoing heat supply (for steam cure). Water or air temperature in the pipe during the cure period shall be as recommended by the resin Manufacturer.

C. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and the remote temperature sensor(s) indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin Manufacturer, as modified for the installation process, during which time the recirculation of the heat and/or cycling of the heat exchanger to maintain the temperature is continued.

## 2.7 COOL DOWN

A. Cool down may be accomplished by the introduction of cool water or air to replace water or pressurized air being relieved. Care shall be taken in the release of the hydrostatic head so that a vacuum will not be developed.

B. For CIPP work on storm pipes, the Contractor shall collect styrene laden water for treatment so that it doesn't discharge to waters of the state. Collected water can be discharged to a nearby sewer after approval by an authorized city employee.

## 2.8 FINISH

A. The finished CIPP shall be continuous over the entire length of an insertion run and be as free as commercially practical from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The CIPP shall be homogeneous, and free of any leakage from the surrounding ground to the inside of the CIPP.

B. Where the CIPP is installed through a manhole uninterrupted, the invert shall be maintained smooth within the manhole, with approximately the bottom half of the CIPP continuous through the length of the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this work shall be included in the CIPP unit price.

C. During the warranty period, any defects which will affect the integrity or strength of the CIPP, collect solids or sediment, or reduce hydraulic flow capabilities of the product shall be repaired at the Installation Contractor's expense in a manner mutually agreed upon by the Owner and the Installation Contractor.

## 2.9 REINSTATE LATERALS AND SERVICES

A. Accurate location of the lateral and service connections shall be made by inspection of the pre-installation videotape or sewer walk.

B. After the CIPP has been installed, all existing active lateral sewers and services shall be reinstated unless otherwise indicated by the Owner or on the plans. The reinstatement of laterals and services shall be done without excavation unless otherwise specified by the Engineer. Reinstatement of laterals and services will be accomplished from the interior of the CIPP by means of a video camera directed cutting device or by direct man entry when feasible.

C. All cut lateral and service connections shall be free of burrs, frayed edges, or any restriction preventing free flow of wastewater. Laterals shall be reinstated to a minimum of 90% of their original diameter and no more than 100% of their minimum diameter. The CIPP shall be tightly sealed at the cut openings with no gaps.

## 2.10 QUALITY ASSURANCE PROCEDURES

- A. For every two thousand five hundred (2,500) lineal feet of CIPP installed, two (2) flat plate samples shall be processed and tested. For pipe diameters less than 18 inches, restrained end samples may also be utilized. The CIPP physical properties shall be tested in accordance with ASTM F1216, Section 8, using either allowed sampling method. The flexural properties must meet or exceed the values listed in Section 1.3.E of this specification and the values submitted to the Owner by the Installation Contractor for this project's CIPP wall design, whichever is greater.
- B. Testing shall be completed by an accredited, independent laboratory. Testing results shall be provided to the Owner within seven (7) days of receipt.
- C. Wall thickness of samples shall be determined in a manner consistent with paragraph 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in Section 1.3.F of this document.
- D. Flexural testing of the collected samples shall be conducted in accordance with ASTM D790, latest version, with only the structural portion of the CIPP being tested.
- E. CIPP installation shall be inspected by post-lining video inspection. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be unobstructed and accounted for.

### PART 3 - PAYMENT

Payment for the work included in this section will be in accordance with the unit prices set forth in the proposal for the quantity of work performed. Payments will be made on the work after it has been completed to the Owner's satisfaction.

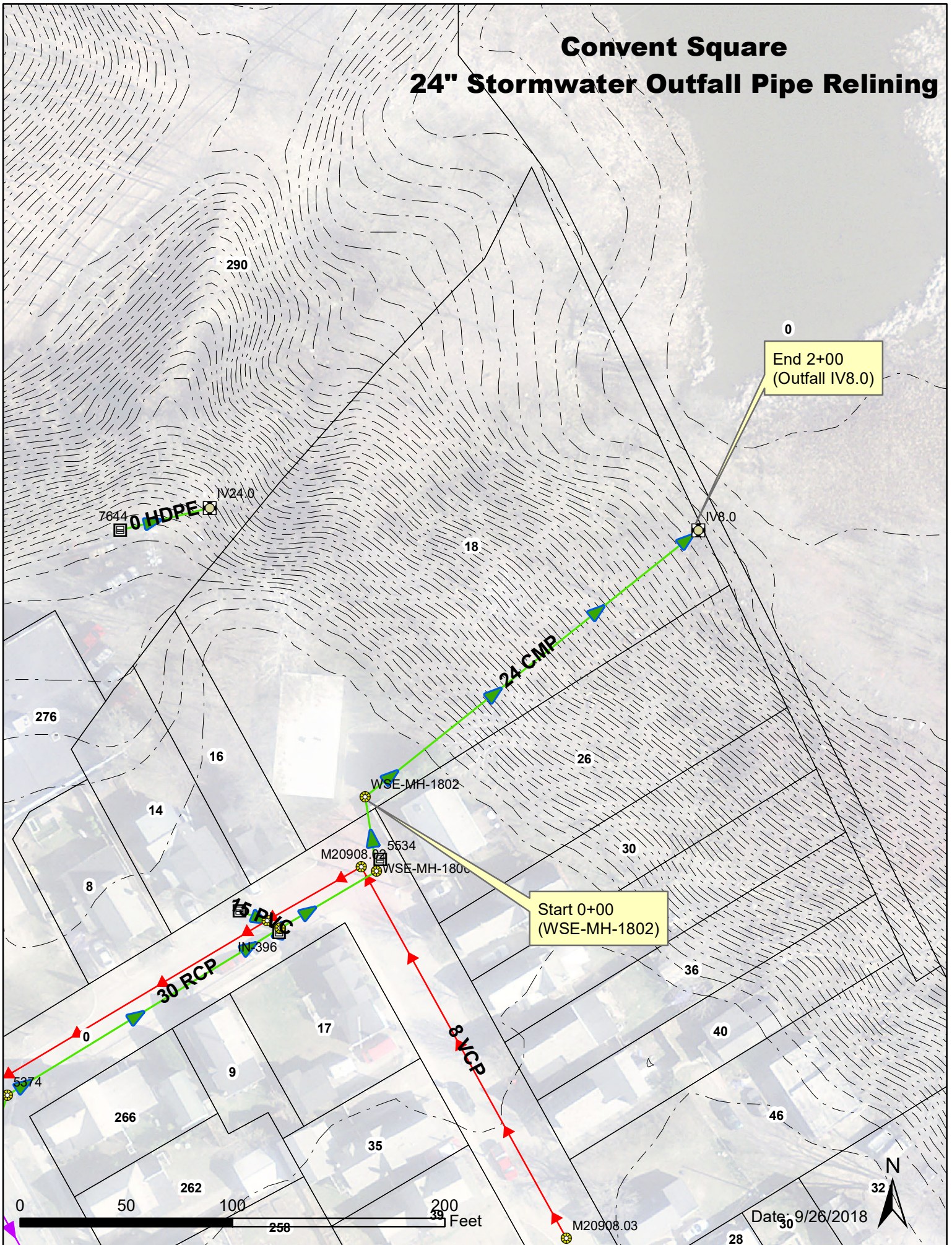
When not defined, payment shall be broken down as follows:

- A. Mobilization and demobilization shall be paid for as one lump sum amount.
- B. Cleaning shall be included in the unit price CIPP cost on the Bid Sheet.
- C. Protruding lateral cutouts shall be included in the unit price CIPP cost on the Bid Sheet.
- D. CIPP shall be paid per lineal foot of each diameter rehabilitated as measured from center of manhole to center of manhole.
- E. Lateral reinstatement shall be included in the unit price CIPP cost on the Bid Sheet.
- F. Bypass pumping shall be included in the unit price CIPP cost on the Bid Sheet.
- G. Traffic control shall be included in the unit price CIPP cost on the Bid Sheet.

All other incidental costs such as sample testing shall be included in the unit price CIPP cost on the Bid Sheet.

END OF SECTION

# Convent Square 24" Stormwater Outfall Pipe Relining



NOTE:  
CONTRACTOR TO EXCAVATE AND/OR FILL BANK SLOPE AS NECESSARY TO PROVIDE CONTINUOUS INVERT SUPPORT FOR THE PIPE. CONSTRUCTION ACTIVITIES ON THE SLOPE SHALL BE THE MINIMUM NECESSARY TO INSTALL THE PIPE, AND SHALL AVOID UNNECESSARY DISTURBANCE OF THE SLOPE AND VEGETATION.

D.M.H. STA. 2+38  
A = INV. EL. 209.76  
B = " EL. 203.76  
C = " EL. 212.10

CONVENT SQUARE

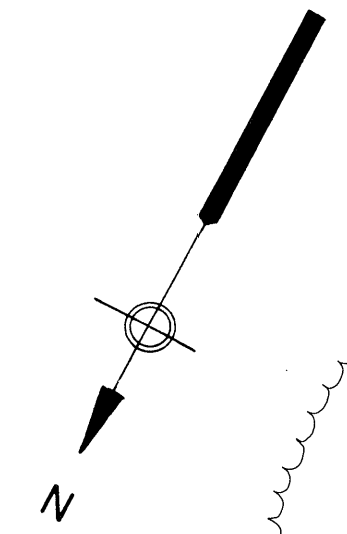
CURB = 200.0 L.F.  
CONC SIDEWALK = 58.35 L.F.  
ASPHALT APRON = 7.95 L.F.

CONSTRUCT NEW C.B.  
A = INV. EL. 211.60  
B = " EL. 211.50

24" DRAIN FOR CONTINUATION  
SEE SHEET 7  
MH #20 = 5' FT.  
CB HT = 6.0'  
15" P.C. = 4.9'  
MH HT = 5.7'

CONNECT TO EXIST. C.B.  
INV. EL. 211.95

D.M.H. STA. 4+78  
D.M.H. STA. 0+10 (SOUTH)  
D.M.H. STA. 0+10 (NORTH)  
A = INV. EL. 211.85  
B = " EL. 209.42  
C = " EL. 204.37  
D = " EL. 211.20  
E = " EL. 204.37



RIPRAP  
SEE DETAIL  
SH. 24

CONCRETE  
THRUST BLOCK NO. 1  
SEE DETAIL SH. 24

OUTLET  
STRUCTURE  
NO. 1  
SEE DETAIL  
SH. 21

REMOVE & REPLACE  
FENCE AS REQUIRED  
TO CONSTRUCT PIPE

CONSTRUCT NEW C.B.  
INV. EL. 212.20

SHEETING LEFT  
IN PLACE. REFER  
TO SPECIFICATION  
SECTION 01005  
MISCELLANEOUS  
REQUIREMENTS

REPLACE EXIST. C.B.  
NEW INV. EL. 211.00

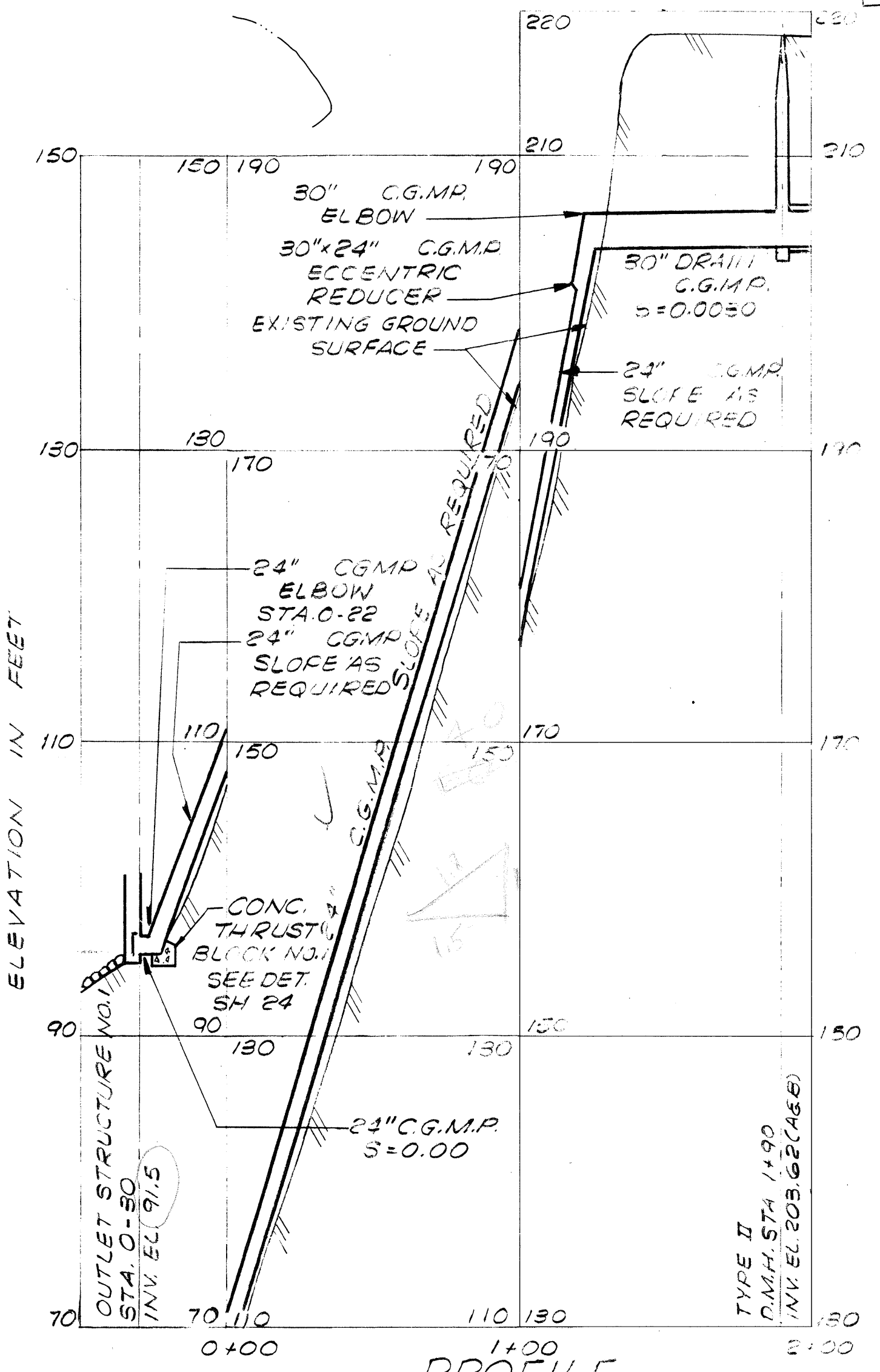
MH #18 = 5' FT.  
CB HT = 12.1'  
15" P.C. = 25.1'  
MH HT = 6.9'

PLUG EXIST. DRAINS

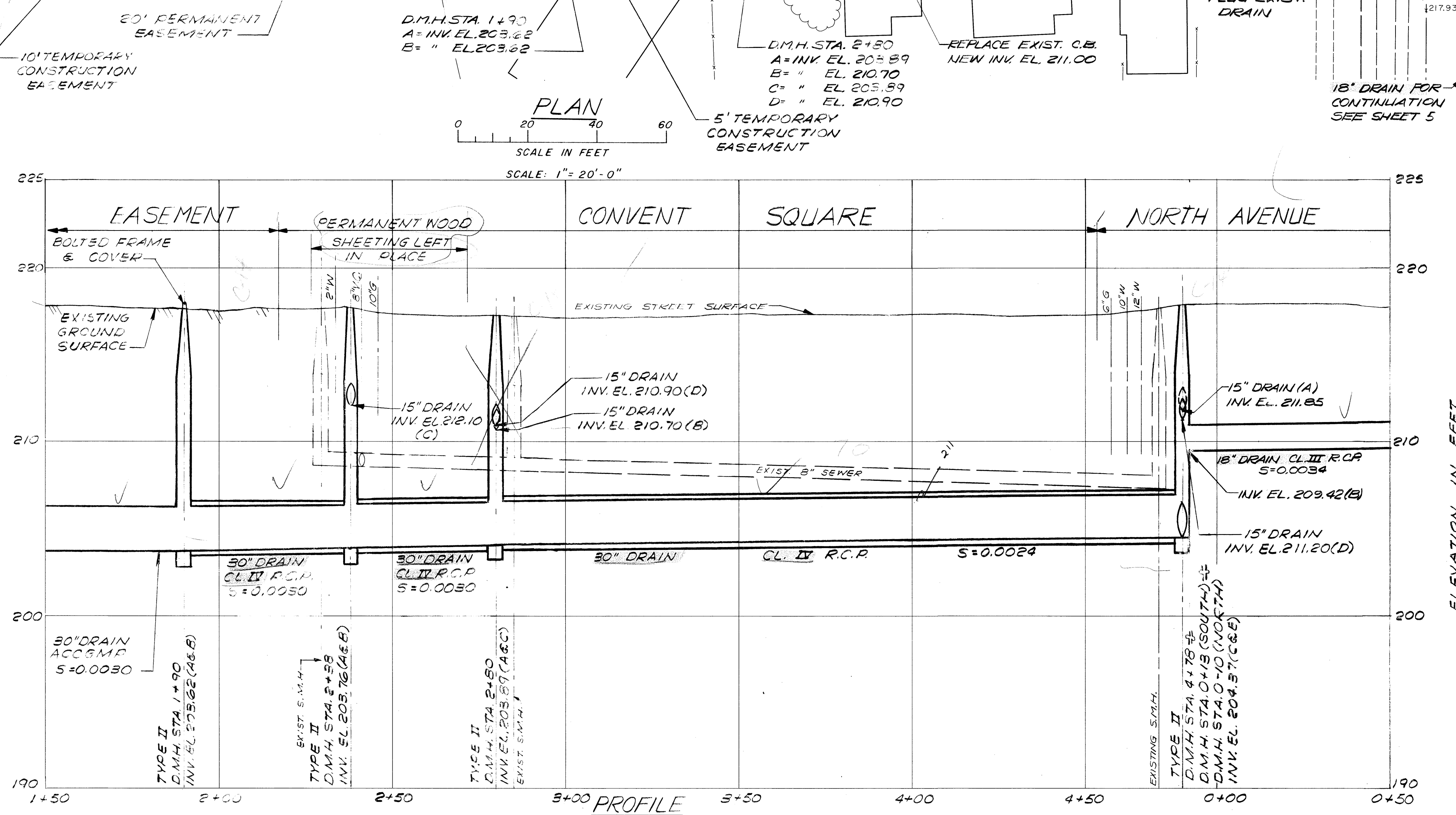
REPLACE EXIST. C.B.  
NEW INV. EL. 211.90

PLUG EXIST.  
DRAIN

18" DRAIN FOR  
CONTINUATION  
SEE SHEET 5



PROFILE  
SCALE: HOR. 1" = 40'  
VERT. 1" = 8'



PROFILE  
SCALE: HORIZ. 1" = 20'  
VERT. 1" = 4'

NUMBER	DATE	MADE BY	CHECKED BY	DESCRIPTION

DRAWN BY  
K. LAVINE

DEPT. CHECK  
R.A. Schmitt

PROJ. CHECK  
J.R. Roman

**M&E** METCALF & EDDY, INC. / ENGINEERS  
BOSTON / NEW YORK / PALO ALTO / CHICAGO

REG. PROF. ENGR. No. 5146

0/30/87 DATE

SCALE: 1/8" = 1'-0"	30" CLV	43
84	30" CGMP	37
	30" CGMP	198
		278
	AS SHOWN	

CITY OF BURLINGTON, VERMONT  
SEWER SYSTEM IMPROVEMENTS - PHASE I  
EASEMENT TO CONVENT SQUARE  
CONVENT SQUARE - STA. 2+38 TO STA. 4+78  
NORTH AVENUE (NORTH) - STA. 0+10 TO STA. 0+50

JOB	2319
FILE NO.	H-87627-1
CONTRACT NO.	2
SHEET	4 OF 24