

Vermont Agency of Commerce & Community Development
Department of Housing & Community Development
Division of Historic Preservation
Deane C. Davis Building, 6th Floor
One National Life Drive
Montpelier, VT 05620-0501

Request for Proposal (RFP)
REBID

RIVERBANK STABILIZATION
Monument Road, Highgate VT

| Key RFP Events | Date & Time |
|----------------------|---------------------------|
| Issue Date: | June 24, 2020 |
| Bidder's Conference: | July 8, 2020 at 1:00 PM |
| Questions Due: | July 10, 2020 by Midnight |
| Proposals Due: | July 17, 2020 by 1:00 PM |

Please be advised all notifications, releases, addenda associated with this RFP will be posted at the following website referencing the same RFP title:

<https://accd.vermont.gov/historic-preservation/events/requests-for-proposals>

The State will not notify interested parties with updated information. It is the bidder's responsibility to periodically check the web site above for all notifications, releases and addenda pertaining to this RFP.

State Contact: Sharon Welch
Telephone: (802) 522.5947
email: ACCD.Contracts@vermont.gov



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STATE OF VERMONT
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
DIVISION OF HISTORIC PRESERVATION
INVITATION TO BID

The Vermont Division of Historic Preservation (VDHP) is requesting proposals from construction companies with experience in the installation of rock rip-rap embankment stabilization on riverbanks in response to flood damage in eroding bank soils.

Contractors are invited to bid on the Riverbank Stabilization Project along the Missisquoi River on Monument Road in Highgate, Vermont. The project site is approximately 0.6 acres of land and accessed from Route 7 in Swanton and is 1.5 miles at the end of Monument Road. This property is deemed a Vermont Historic Site.

1. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of two base years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be July 24, 2020.
2. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
3. **BIDDERS' CONFERENCE:** A non-mandatory bidders' conference will be held on-site at the date and time indicated on the front page of this RFP.
 - 3.1. The "Riverbank Stabilization Project" is located along the Missisquoi River on Monument Road in Highgate, Vermont and accessed from Route 7 in Swanton. It is 1.5 miles at the end of Monument Road
 - 3.2. The State asks attendees to abide by all COVID-19 health precautions listed by the CDC and [Vermont Department of Health](#). Attendees will be asked to wear face masks and stand six feet (6') apart from each other. Please bring your own writing implement to sign the attendance sheet as none will be provided.
4. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions must be e-mailed to email address and point of contact on the front page of this RFP. The subject line of the RFP must read "**Questions-Riverbank Stabilization**". Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <https://accd.vermont.gov/historic-preservation/events/requests-for-proposals>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
5. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://accd.vermont.gov/historic-preservation/events/requests-for-proposals>. Verbal instructions or written instructions from any other source are not to be considered

- 5.1. If bidders choose to pull information from other third-party sites, bidders' do so at their own risk as there is one official source of information for documents as indicated above.
6. **GENERAL CONDITIONS:** General Conditions for Construction Contracts. It is the Bidder's responsibility to thoroughly read and comply with all requirements. Please pay close attention due to changes that have been made.
7. **FUNDING SOURCE:** This project is being funded, in whole or in part, through the state's capital construction act(s) and shall require compliance with the Vermont Prevailing Wage and Fringe Benefit Rate requirements (reference Instructions to Bidders, Prevailing Wage Rate Requirements). A complete list of occupations and associated wage rates are available on the internet at: <http://www.vtlmi.info/lmipub.htm> .
8. **BIDDER QUALIFICATION PROCESS DOCUMENT:** The Department of Buildings and General Services is requiring that all contractors meet certain minimum qualifications to be eligible to bid on this project.
9. **BONDING:** Full bonding is required for this job
10. **BID SUBMISSION INSTRUCTIONS:**
 - 10.1. **SUBMISSION:** Carefully review and contemplate the RFP in its entirety and complete the "Bid Proposal" form and "Bidder Qualification" form.
 - 10.2. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be opened or considered.
 - 10.2.1. The State may issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders via Addenda posted at the webpage indicated on the front page of this RFP.
 - 10.2.2. During the pendency of the State emergency relating to Covid-19, State office buildings are locked or otherwise closed to the public. Therefore, a public bid opening will not be held. However, the State will record the name, city, state and price proposal for any and all bids received by the due date. This information will be posted as promptly as possible following the due date at the webpage indicated on the front page of this RFP.
 - 10.3. **ACCESS TO PUBLIC RECORDS:** Responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). Bid results are, however, exempt from disclosure to the public until the award has been made and the contract is executed.
11. **DELIVERY METHODS:** All bid proposals must be submitted in digital format as described below. No hard copies or faxes will be accepted. *(During the pendency of the State emergency relating to Covid-19, State office buildings are locked or otherwise closed to the public. Therefore, bids will not be received by means of courier or in-person delivery.)*
 - 11.1. Bidders will submit bid proposals as a single email attachment to ACCD.Contracts@vermont.gov. The email subject line must read: **"Bid Proposal – Riverbank Stabilization"** digitally searchable PDF with the following naming convention <<**Vendor Name-Riverbank Stabilization Bid**>> . The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

- 11.2. If the bid proposal digital file exceeds the attachment size limit of 40 MB, the bidder may provide an active download link within the email. The proposal must be named using the following naming convention: “-<<**Vendor Name**>>-**Riverbank Stabilization Bid**”
- 11.3. Bidders are encouraged to request a “read receipt” to ensure delivery and receipt of the bid.
12. **CONTRACTOR EVALUATION:** The Department Housing & Community Development will perform contractor performance evaluations.
13. It is the Bidder’s responsibility to thoroughly read and comply with all instructions and requirements of this bid solicitation.

INSTRUCTIONS TO BIDDERS – FULL BOND

STATE OF VERMONT AGENCY OF COMMERCE & COMMUNITY DEVELOPMENT

To be considered, Proposals must be made in accord with these Instructions to Bidders:

1. **PLAN SECURITY CERTIFICATION:** Contractor acknowledges that the plans pertaining to this project have been declared exempt from public record inspection for security reasons and have been disclosed to Contractor as per 1 V.S.A. §317(c)(32) for the performance of the Work specified herein. Contractor hereby expressly acknowledges and agrees to disclose plans *only to a licensed architect, engineer, or Contractor who is bidding on or performing work on or related to buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the state.*

Furthermore, Contractor agrees to abide by BGS Administrative Policy # 35 and any existing or future directives set forth by the State concerning the copying or distribution of the plans. Fraud, misrepresentation, falsification, or concealing or covering up material facts relating to compliance with these directives may result in one or more of the following actions: termination of the contract(s), suspension of bidding privileges, withholding, deducts, forfeiture of security bonds, and criminal prosecution punishable by imprisonment of up to five years and/or up to a \$10,000 fine as per 13 V.S.A. §3016.

2. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** The State, in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.
 - (1) Bidder is required to self-report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.

The bidder is required to report information on any violations that occurred in the previous 12 months. The Self Reporting requirements are identified and included as part of the Bid Proposal Form.
 - (2) Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

The Subcontractor Reporting requirements shall be required upon award of contract, and prior to contract execution. Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.
 - (3) For construction and transportation projects over \$250,000.00, a payroll process by which during every pay period the contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite, and a daily census of the jobsite. This information, including confirmation that contractors, subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the jobsite, and similar information for the subcontractors regarding their subcontractors shall also be provided to the

department of labor and to the department of banking, insurance, securities, and health care administration, upon request, and shall be available to the public.

3. **EXAMINATION**: Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payment for conditions, which can be determined by examining the site and documents.
4. **INTERPRETATION**: All requests for interpretation shall be directed to the Agency of Administration. Any interpretation of documents will be made by Addendum only. Addendums shall be posted on-line in the Plan Room where the original solicitation resides. **PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED ON-LINE WHERE THE ORIGINAL SOLICITATION RESIDES. THE STATE WILL MAKE NO ATTEMPT TO CONTACT CONTRACTORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH CONTRACTOR TO PERIODICALLY CHECK THE POSTING SITE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THE RFP.**

NOTE: It is the responsibility of the bidder to ensure they have received all addenda, and must indicate the number of addenda they have received on the certificate of compliance form provided. All addenda will become part of the Contract Documents.

5. **CONFLICTING INFORMATION**: If any part of the plans or specifications conflict with any other part and no clarification is made by the State in an addendum, the most expensive method or materials as described or suggested will be used.
6. **SUBSTITUTIONS**: To obtain approval to use unspecified products, bidders shall submit written requests at least 7 days before bid date. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the approval will be issued in Addendum to all prime bidders on record in a manner consistent with 5. **INTERPRETATION** identified above.
7. **PROPOSALS**: Proposals shall be made on unaltered Proposal forms furnished by State. Fill in all blank spaces. **One (1)** copy is requested. Proposal shall be signed with name typed or printed below signature. Where bidder is a corporation, Proposal must be signed with legal name of the corporation followed by the name of the State of incorporation and the legal signatures of an officer authorized to bind the corporation to a contract.
8. **BID SECURITY**: Bid Security shall be made payable to the Treasurer, State of Vermont, in the amount of five (5) percent of the Proposal sum. Security shall be bid bond issued by surety licensed to conduct business in the State of Vermont or other security as specified herein. The successful bidder's security will be retained until he has signed the Contract and furnished the required security. The Owner reserves the right to retain the security of the next three lowest bidders until the low bidder enters into contract or until 60 days after bid opening, whichever is the shorter. All other bid security will be returned as soon as practicable. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.
9. **BONDS**: The Contractor will furnish the following bonds and the obtaining of these bonds is a condition precedent to the effectuation of the contract between Owner and Contractor.

Bid Bond in the amount of 5% of bid - **No checks will be accepted.**

Guaranty Bond in the amount of 100% of the contract price. Performance Bond in the amount of 100% of the contract price. Payment Bond - Labor & Materials - 100% of the contract price.

All bonds are to be executed according to instructions and issued on Bond Forms provided by the State.

10. **MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE):** It is the policy of the State of Vermont that M/WBE's shall have the maximum opportunity to participate in the performance of contracts financed with state funds. All Bidders are encouraged to contact M/WBE's in an effort to recruit them to submit proposals for the work or portions thereof. The contractor shall not discriminate on the basis of race, color, national origin or sexual orientation in the award and performance of subcontracts.

The State shall, in accordance with Executive Order #15-91, and for publicly funded capital construction projects exceeding \$50,000.00, comply with the following provisions and requirements. Upon receipt of letter of intent to award contract, the successful bidder shall submit a M/WBE Reporting Form along with certificates of insurance and other pre- contract information. The form includes space to report the name, address and phone number of the M/WBE's contacted, the trade, if their price was included in the bid proposal, and if not, the reason for rejection of their bid. The contract will not be executed until the M/WBE Form is received.

Failure to contact M/WBE's on or when projects require sub-contract work may constitute non-compliance and may result in forfeiture of future bidding privileges until resolved.

11. **VERMONT PREVAILING WAGE RATE REQUIREMENTS:** Vermont law requires this project comply with the prevailing wage rate requirements set forth in 29 V.S.A. §161. The full text of 29 V.S.A. §161 is available at: <https://legislature.vermont.gov/statutes/section/29/005/00161>
12. **MODIFICATION AND WITHDRAWAL:** Proposals may not be modified after they are received and recorded by State. Bidders may withdraw Proposals at any time before bid opening, but **may not** resubmit a bid. No proposal may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for beyond 60 days.
13. **DISQUALIFICATION:** The State reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. Furthermore, failure to substantively comply with bidding requirements may constitute non-compliance and may result in forfeiture of future bidding privileges until resolved.
14. **SUBMITTAL:** Submit Proposal in sealed envelope. Identify the envelope with: (1) project name, (2) name of bidder. Submit Proposals in accord with Invitation to Bid.
15. **OPENING:** Proposals will be opened as announced in the Invitation to Bid.
16. **BASIS OF BID AWARD:** Method of award will be based on Title 29, Chapter 5 § 161. Requirements on state construction projects.

The contract shall be awarded to one of the three lowest responsible bidders, conforming to the plans and specifications, with consideration being given to quantities involved, time required for delivery,

purpose for which required, competency and responsibility of bidder, and his or her ability to render satisfactory service, but the State shall have the right to reject any and all bids and to invite other bids.

No segregated proposals or assignments will be considered. The Contract will be awarded on the basis of the Maximum Limiting Amount, including full consideration of unit prices and alternates in the order in which they appear on Proposal form.

17. **EXECUTION OF CONTRACT:** The Contract or Contracts will be signed for the State of Vermont by the Secretary of the Agency of Commerce & Community Development or designee.
18. **TAXES:** The State is exempt from all sales and federal excise taxes. Contractors will be responsible for the payment of any sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. Federal excise tax registration number covering taxable items will be furnished upon request. Quote less these taxes.

As required by law (32 V. S. A. §3113) the Contractor hereby certifies, under the pains and penalties of perjury, that he/she is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date the Contractor signs this contract.

19. **CONSTRUCTION CONTRACTOR EVALUATION FORM:** The State will evaluate and document the contractor's performance. Poor evaluations may result in disallowance to compete for future State projects..

**MONUMENT ROAD RIVERBANK STABILIZATION REBID
PROPOSAL**

STATE OF VERMONT
Agency of Commerce & Community Development
Department of Housing & Community Development-Division of Historic Preservation
Deane C. Davis Building, 6th Floor
One National Life Drive
Montpelier, VT 05620-0501

Date: _____

It is the Bidder's responsibility to thoroughly read and comply with all instructions and requirements of this bid solicitation. The undersigned proposes to provide all labor, material and equipment to complete the Monument Road Riverbank Stabilization project in Highgate, Vermont. Construction shall be in accordance with the Project Documents prepared by the Department of Housing & Community Development-Division of Historic Preservation dated June 24, 2020

1. The undersigned acknowledges the following:

- 1.1. Basis of award shall be as specified in the "Instructions to Bidders".
- 1.2. The right of the Owner to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions.
- 1.3. They are familiar with the contents of this Proposal and that they have examined the site and accept the existing conditions as those under which the work will be done.

2. The undersigned further agrees:

- 2.1. To hold their bid open for sixty (60) days after this day of Bid Opening.
- 2.2. To accept the provisions of the "Instructions to Bidders", "Standard State Provisions for Contracts & Grants" and the "General Conditions".
- 2.3. To enter into and execute a contract, if awarded on the basis of this proposal within ten (10) calendar days of notification of award.
- 2.4. To accomplish the work in accordance with the Bid Documents.

3. Acknowledge receipt of the following Addenda:

Addendum # _____ Dated: _____

Addendum # _____ Dated: _____

Addendum # _____ Dated: _____

4. Bid Security in the form of a bid bond, for 5% of bid amount is enclosed herewith.

**MONUMENT ROAD RIVERBANK STABILIZATION REBID
PROPOSAL**

5. Self Reporting: Worker Classification Compliance Requirement:

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00, requires bidders to comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

| Summary of Detailed Information | Date of Notification | Outcome |
|---------------------------------|----------------------|---------|
| | | |
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6. Subcontractor Reporting: Worker Classification Compliance Requirement:

Prior to contract execution, the successful bidder agrees to comply with Subcontractor Reporting requirements in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 as follows:

- 6.1 Provide a list of subcontractors to be used on the job along with lists of subcontractor’s subcontractors and by whom those subcontractors are insured for workers’ compensation purposes. This is not a requirement for subcontractor’s providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is included in the bid package.
- 6.2 Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

**MONUMENT ROAD RIVERBANK STABILIZATION REBID
PROPOSAL**

Date: _____

7. Maximum Limiting Amount:

The undersigned proposes to provide construction services for the Monument Road Riverbank Stabilization project in Highgate, Vermont in accordance with the Project Documents for the **Maximum Limiting Amount of:**

MAXIMUM LIMITING AMOUNT:

(Written)

\$

(Figures)

| Time & Labor | | Cost |
|--|-----------|------|
| Permit Compliance <i>(permits are already procured)</i> | | \$ |
| Mobilization & Demobilization | | \$ |
| Stabilized Construction Entrance | | \$ |
| Erosion Prevention and Sediment Control | | \$ |
| Modify Existing Unauthorized Fishing Access for Construction Access | | \$ |
| Furnish & Install river turbidity curtain, water bypass and sediment control, dewatering operations and discharges | | \$ |
| Excavation (common) | | \$ |
| Brush clearing & disposal | | \$ |
| Dredged and/or Excavated River Sediments | | \$ |
| Removal and Disposal of Tree Stumps | Per stump | \$ |
| Off-Site Hauling (if required) | | \$ |
| Finish Grade All Disturbed Soils | | \$ |

Materials (refer to technical specifications)

| Material | Unit | Cost |
|--------------------------|----------------|------|
| VAOT stone fill type II | Per cubic yard | \$ |
| VAOT stone fill type III | Per cubic yard | \$ |
| VAOT stone fill type IV | Per cubic yard | \$ |

**MONUMENT ROAD RIVERBANK STABILIZATION REBID
PROPOSAL**

8. The undersigned further agrees:

- 8.1. The period of Contractor's performance shall begin on July 15, 2020, with a Substantial Completion on September 30, 2020, Project Completion on October 31, 2020, with a Contract Completion on October 31, 2021 to allow for a one (1) year Warranty Period.

- 8.2. The amount of compensation paid to the undersigned for extra work and change orders in one of the following manners as directed by the Owner.
 - 8.2.1. A price agreed upon between the Owner and the Contractor.
 - 8.2.2. A price determined by adding 15% for overhead and profit to the total direct cost of any extra work excluding unit pricing.
 - 8.2.3. A price determined by extending unit price work above.

Corporate Seal (If Bidder is a Corporation)

| | |
|-----------------------------|-----------------------------|
| Vendor Name: _____ | Contact: _____ |
| Address: _____ | Telephone: _____ |
| City/State/Zip: _____ | Fax: _____ |
| email: _____ | |
| Vendor Website: _____ | |
| State of Corporation: _____ | VT Business Account # _____ |
| Signature: _____ | Date: _____ |
| Printed Name: _____ | _____ |

(Bid Not Valid Unless Signed)

NOTE: If Bidder is a Partnership, give full names of all Partners.

END OF PROPOSAL

BIDDER QUALIFICATION

(Required with Proposal)

Bidder Name: _____

Project Name: **Riverbank Stabilization Project – Monument Road, Highgate VT**

Qualification Process

The Department of Buildings and General Services (BGS) is requiring that all contractors meet certain minimum qualifications to be eligible to bid on this project. Contractors are requested to submit their qualifications for evaluation in response to the Request for Proposal (RFP) per the requirements outlined below.

The State of Vermont has the authority to award state construction contracts to one of the three lowest responsible bidders who have submitted a bid which conforms to the specifications included in this RFP. In making our determination of whether or not a bidder is a "responsible bidder", the State is permitted to weigh and consider the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, and his or her ability to render satisfactory service. (29 V.S.A. § 161(a)(1)).

Qualification Criteria

Only those bidders who properly complete and provide all the following information and are found to meet the minimum requirements delineated below will be eligible to be considered "responsible bidders" and be deemed qualified to bid on this project.

1. In the past 5 years, my firm, in the capacity of the prime contractor, has completed construction projects of comparable size, complexity, and value.

Yes _____ No _____

If the answer to this question is yes; provide a one-page submittal attached to the bid, identifying the response to this question with one (1) reference for each of the projects identified. Include the project contract value, the date the project was completed and the name, address, phone number, and point of contact who can talk knowledgeably about project performance. List the project manager and superintendent for each of the projects listed. If the answer to this question is "No" the bidder is not qualified to bid this project.

2. The Project Manager and Superintendent that will be designated to oversee this project must have completed projects of similar size, complexity, and value. Provide a one-page resume for both the Project Manager and Superintendent detailing their experience, including specific project information.

Bidder Signature

Date

STATE OF VERMONT
Agency of Commerce & Community Development

MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE) REPORTING FORM

It is the policy of the State of Vermont that M/WBE's shall have the maximum opportunity to participate in the performance of contracts financed with state funds. All Bidders are encouraged to contact M/WBE's in an effort to recruit them to submit proposals for the work or portions thereof. The contractor shall not discriminate on the basis of race, color, national origin or sexual orientation in the award and performance of subcontracts.

Company Name: _____ Contact Person: _____

Address: _____

Phone: _____ Fax: _____ Federal ID: _____

The State shall, in accordance with Executive Order #15-91, and for publicly funded capital construction projects exceeding \$50,000.00, comply with the following provisions and requirements. Upon receipt of letter of intent to award contract, the successful bidder shall submit a MWBE Reporting Form along with certificates of insurance and other pre-contract information. The form includes space to report the name, address and phone number of the MWBE's contacted, the trade, if their price was included in the bid proposal, and if not, the reason for rejection of their bid. The contract will not be executed until the MWBE Form is received.

Failure to contact MWBE's on or when projects require sub-contract work may constitute non-compliance and may result in forfeiture of future bidding privileges until resolved.

| MWBE Company Contacted | Trade | Was Quote Received? YES/NO | Did you do business with them? YES/NO | If no, reason | MWBE Contact Name and Phone Number |
|------------------------|-------|-------------------------------|--|---------------|------------------------------------|
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The undersigned certifies that the above information is a complete and accurate summary of the recruiting effort put forth to encourage the participation of M/WBE's in the performance of work financed by State funds.

Signature: _____ Title: _____

STATE OF VERMONT
AGENCY OF ADMINISTRATION
MONTPELIER, VERMONT

INSTRUCTIONS

BID•PERFORMANCE•PAYMENT•GUARANTY BONDS

1. This form shall be used whenever a bond is required. There shall be no deviation from this form except as authorized by the Department Commissioner.
2. The bond shall be procured from an insurance company authorized to do business in the State of Vermont.
3. The name, including full legal name and residence of each individual party to the bond, shall be inserted in the body thereof, and each such party shall sign the bond with their usual signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
5. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
6. If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form.
7. The official character and authority of the person or persons executing the bond for the principal if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of as much of the records of the corporation as required to show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
8. The date of the performance and payment bonds must be no later than the date of the instrument for which it is given.
9. The guaranty bond is for a period of one year and begins on the date of substantial completion established by the architect or project manager and approved by the Department Commissioner.

Vermont Agency of Commerce & Community Development

Deane C. Davis Building, 6th Floor
One National Life Drive
Montpelier, VT 05620-0501

BID BOND

Know All Men By These Presents, that we, as principal, and
..... as surety,
are held and firmly bound unto the State of Vermont, hereinafter called the State, in the penal sum of
..... Dollars
Lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated
....., 2020, for

Now, therefore, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no
period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or if no period be specified, within ten
(10) days after the prescribed forms are presented to him for signature, enter into a written contract with the State, in accordance with the bid as
accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such
contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond
within the time specified, if the principal shall pay the State the difference between the amount specified in said bid and the amount for which the
State may procure the required work and/or supplies, if the later amount be in excess of the former, then the above obligation shall be void and of
no effect, otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this
..... day of, 2020, the name and corporate seal of each corporate party being hereto
affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

in presence of-

| | |
|-----------|------------------------|
| | (Seal) |
| | (Individual Principal) |
| | |
| (Address) | (Business Address) |
| | (Seal) |
| | (Individual Principal) |
| | |
| (Address) | (Business Address) |
| | |
| (Address) | (Business Address) |

Attest:

.....
(Corporate Principal)
.....
(Business Address)

By (Affix)
Corporate Seal)

Attest:

.....
(Corporate Surety)
.....
(Business Address)

By (Affix)
Corporate Seal)

Vermont Agency of Commerce & Community Development

Deane C. Davis Building, 6th Floor
One National Life Drive
Montpelier, VT 05620-0501

PERFORMANCE BOND

Know All Men By These Presents, that we, as principal,
and
..... as surety,
are held and firmly bound unto the State of Vermont, hereinafter called the State, in the penal sum of
..... Dollars
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,
jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, which contract is by
reference made a part hereof, with the State, dated, 2020, for

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions,
and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the
State, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and
truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized
modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then,
this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this
..... day of, 2020, the name and corporate seal of each corporate party
being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

in presence of-

..... (Seal)
..... (Individual Principal)

..... (Address) (Business Address)

..... (Seal)
..... (Individual Principal)

..... (Address) (Business Address)

..... (Address) (Business Address)

Attest:

..... (Corporate Principal)

..... (Business Address)

By

..... (Affix) Corporate Seal)

Attest:

..... (Corporate Surety)

..... (Business Address)

By

..... (Affix) Corporate Seal)

Vermont Agency of Commerce & Community Development

Deane C. Davis Building, 6th Floor

One National Life Drive

Montpelier, VT 05620-0501

PAYMENT BOND

(Labor and Material)

Know All Men By These Presents, that we, as principal, and
..... as surety,
are held and firmly bound unto the State of Vermont, hereinafter called the State, in the penal sum of Dollars
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly
and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, which contract is by
reference made a part hereof, with the State, dated, 2020, for

Now, therefore, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of
the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice
of such modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this
..... day of, 2020 the name and corporate seal of each corporate party being
hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

in presence of-

| | |
|-----------|------------------------|
| | (Seal) |
| | (Individual Principal) |
| | |
| (Address) | (Business Address) |
| | (Seal) |
| | (Individual Principal) |
| | |
| (Address) | (Business Address) |
| | |
| (Address) | (Business Address) |

Attest:

| | |
|-------|-----------------------------|
| | (Corporate Principal) |
| | (Business Address) |
| | (Affix) |
| | Corporate Seal |

Attest:

| | |
|-------|--------------------------|
| | (Corporate Surety) |
| | (Business Address) |
| | (Affix) |
| | Corporate Seal |

Vermont Agency of Commerce & Community Development

Deane C. Davis Building, 6th Floor
One National Life Drive
Montpelier, VT 05620-0501

GUARANTY BOND

Know All Men By These Presents, that we, as principal, and
.....
..... as surety,
are held and firmly bound unto the State of Vermont, hereinafter called the State, in the penal sum of
..... Dollars
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, which contract is by reference made
a part hereof, with the State, dated, 2020, for

Now, therefore, the condition of the above obligation is such, that if the said principal will make good any faults or defects in the
work, arising from improper or defective workmanship or materials, undertaken in said contract and discovered on or before
....., then this obligation shall be null and void; otherwise it shall remain in
full force and effect.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this
..... day of, 2020, the name and corporate seal of each corporate party being hereto
affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

in presence of-

..... (Seal)
(Individual Principal)

..... (Address) (Business Address)

..... (Seal)
(Individual Principal)

..... (Address) (Business Address)

..... (Address) (Business Address)

Attest:

.....
(Corporate Principal)

.....
(Business Address)

..... By (Affix)
Corporate Seal

Attest:

.....
(Corporate Surety)

.....
(Business Address)

..... By (Affix)
Corporate Seal

STATE OF VERMONT
AGENCY OF ADMINISTRATION
MONTPELIER, VERMONT

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,....., certify that I am
the.....secretary of the Corporation
named as principal in the within bond, that.....
who signed the said bond on behalf of the principals was the.....of said
corporation; that I know his signature, and his signature, and his signature thereto is genuine; and that said bond was
duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(Corporate)
(Seal

VERMONT PREVAILING WAGE RATE NOTICE*

1. EMPLOYEES OF THE GENERAL CONTRACTOR, OR SUBCONTRACTORS TO THE GENERAL CONTRACTOR ON THIS PROJECT, ARE TO BE PAID NOT LESS THAN VERMONT'S PREVAILING WAGE AND FRINGE BENEFIT RATE SCHEDULE POSTED ABOVE THIS NOTICE.
2. A COMPLETE LIST OF OCCUPATIONS AND ASSOCIATED WAGE RATES ARE AVAILABLE FROM THE VERMONT DEPARTMENT OF LABOR AND ON THE INTERNET AT:
<http://www.vtlmi.info/lmipub.htm>
3. WHEN PROJECTS ARE FUNDED FROM BOTH FEDERAL FUNDS AND STATE CAPITAL BILL FUNDS, CONTRACTORS ARE REQUIRED TO UTILIZE THE HIGHER OF EITHER THE FEDERAL DAVIS-BACON ACT PREVAILING WAGE RATES OR VERMONT'S PREVAILING WAGE AND FRINGE BENEFIT RATES FOR EACH OCCUPATION.
4. FOR ALL QUESTIONS REGARDING THE FEDERAL DAVIS BACON ACT, CONTACT USDOL AT 603-606-3115 OR 603-606-3137.
5. IF A PREVAILING WAGE RATE IS NOT LISTED FOR A SPECIFIC TRADE UNDER VERMONT'S PREVAILING WAGE RATE, CONTACT THE VERMONT DEPARTMENT OF LABOR TO DISCUSS WHETHER A PREVAILING WAGE RATE IS REQUIRED FOR THE PARTICULAR POSITION OR TRADE.
6. EMPLOYEES MAY REPORT ALLEGED VIOLATIONS OF THESE PROVISIONS BY CONTACTING THE VERMONT DEPARTMENT OF LABOR AT 802-828-4301 OR 802-828-0267. AN EMPLOYEE WHO REPORTS A VIOLATION MAY DO SO WITHOUT RETALIATION OR REPRISAL BY THE EMPLOYER.

THE VERMONT DEPARTMENT OF LABOR WILL INVESTIGATE AND TAKE ENFORCEMENT ACTION TO REMEDY VIOLATIONS OF THE VERMONT PREVAILING WAGE LAW, AS NECESSARY. IN ADDITION, THE DEPARTMENT IS REQUIRED BY LAW TO CONDUCT RANDOM AUDITS OF PREVAILING WAGE RATE COMPLIANCE.

VDOL CONTACT INFORMATION: Commissioner's Office at 802-828-4301
Information on Vermont's Prevailing Wage: <http://www.vtlmi.info/lmipub.htm>

***Note: This document must be posted with Vermont's Prevailing Wage Rate Schedule.**

Vermont's Prevailing Wage Rate must also incorporate the required fringe benefit rate of 42.5% minus any allowed credit based upon benefits provided to an employee.

**Vermont Agency of Natural Resources, Waste Management Division
Construction Site Waste Reduction Plan**

Company Name: _____

Contact Person: _____

Address: _____

Telephone #: _____

Project Location:

Project Description:

(Demolition/renovation/new construction, square footage, commercial/residential/industrial, timeframe, etc.)

Job-site Planning Worksheet
Attach any extra sheets as needed

Waste Prevention Planning - What steps have been taken to prevent waste from being generated during the project? This could include using designs that favor standard sizes or specifying building techniques that incorporate fewer materials. On job sites, it could include a central location for all wood cutting to facilitate use of the cut-off pieces. It could also include asking suppliers to take back excess materials, removing salvageable materials before construction/renovation/demolition or including specifications requiring subcontractors to prevent waste.

Education Plan - Describe how the Waste Management Program will be communicated to construction crews and subcontractors and how contractors will insure that subcontractors abide by the Plan.

Contract specifications - Include any subcontractor waste reduction specifications you incorporated into your contract such as requirements for reusing or recycling certain materials. The web site at: <http://www.tjcog.dst.nc.us/cdwaste.htm> has sample language for all stages of construction/demolition/renovation. Describe how these contract specifications have been enforced.

It is important for large projects to specify its waste management goals in subcontractor agreements. This assures that the expectations and procedures are communicated clearly to everyone. The following is a sample specification in a subcontractor agreement:

"The subcontractor will make a good faith effort to reduce the amount of waste generated on the job-site and recycle material as per the contractor's Waste Reduction Plan. The subcontractor will follow the designated handling procedures for each type of waste generated on-site and provide documentation to verify material reuse, recycling, and disposal as indicated in the waste Reduction Plan."

Reprinted from the King County Washington, Construction Recycling Program

Reuse & Recycling Worksheet – page 2 of 3

| Material | Estimated Quantity | End Markets - For a listing of Vermont salvage and recycling markets check out the web site at: www.anr.state.vt.us/dec/wastediv/recycling/c&d.htm or call 802-241-3477 or 241-3481. When researching recycling options - ask the recyclers what they are doing with the wastes. | Handling/Site Management - how materials are to be removed, separated, stored and hauled for reuse or recycling. |
|--|---------------------------|---|---|
| <i>Sample listing: Cardboard</i> | <i>one 3 cy dumpster</i> | <i>Recycled thru ABC Hauling.</i> | <i>A covered cardboard dumpster will be placed next to the trash dumpster. Will call hauler when full.</i> |
| Salvageable Items or used building materials such as windows, doors, moldings, fixtures, bathroom fixtures, etc. (Please list items separately) | | | |
| Asphalt roofing shingles | | | |
| Asphalt | | | |
| Brick | | | |
| Cardboard | | | |

Reuse & Recycling Worksheet page 3 of 3

| Material | Estimated Quantity | End Markets - For a listing of Vermont salvage and recycling markets check out the web site at: www.anr.state.vt.us/dec/wastediv/recycling/c&d.htm or call 802-241-3477 or 241-3481. When researching recycling options - ask the recyclers what they are doing with the wastes. | Handling/Site Management - how materials are to be removed, separated, stored and hauled for reuse or recycling. |
|------------------------|---------------------------|---|---|
| "Clean" Wood | | | |
| Concrete | | | |
| Metal | | | |
| Plaster/Drywall | | | |
| "Treated/Painted" Wood | | | |
| Other | | | |

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Subcontractor Reporting Form

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Agency of Commerce & Community Development, in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

| Subcontractor | Insured By | | Subcontractor's Sub | Insured By |
|----------------------|-------------------|--|----------------------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Accd.contracts@vermont.gov

MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE)

CONSTRUCTION CONTRACT REPORT

Project Name: _____

Contract No.: _____ **Contract Amount:** _____ **Contract Date:** _____

Contractor's Name, Address, Telephone and Facsimile Numbers:

Telephone Number: _____

FAX Number: _____

The following information on Minority and Women Business Enterprises subcontracted on this project is provided to the Vermont Agency of Commerce & Community Development in accordance with Paragraph 15, Minority and Women Business Enterprises (M/WBE), of the Contract between the State of Vermont and the General Contractor for the above-mentioned project.

| Minority/Women Business Enterprises Name, Address & Telephone Number | Trade or Materials Supplied | Subcontract Value | Percentage of Total Project |
|---|--|------------------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Signature: _____

Name (please print): _____

Title: _____

Construction Employment Report

01/06/2011

FOR STATE USE ONLY: CONTRACT NO.: _____

AGENCY OF COMMERCE & COMMUNITY DEVELOPMENT
MONTPELIER, VERMONT

PROJECT TITLE: _____

NAME/ADDRESS/TELEPHONE & FAX NUMBER OF CONTRACTOR:

TELEPHONE NO.: () _____

FAX NO.: () _____

CHECK ONE:

General Contractor

First-tier Subcontractor

The following information is provided to the Vermont Agency of Commerce & Community Development in accordance with Paragraph 14, Employment of Women and Minorities, of the Contract between the State and the General Contractor for the above-referenced project.

| <u>Applicant's Name, Address & Phone Number</u> | <u>Employee Group *1</u> | <u>Trade *2</u> | <u>Action Taken</u> |
|---|--------------------------|-----------------|---------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*1. Employee Group – Please select from the following three groups:

- MM – Minority Male
- WF – White Female
- MF – Minority Female

*2. Trade – Specify type of trade, i.e., electrical, mechanical, carpentry, masonry, etc.

STATE CONTRACT FORM FOR CONSTRUCTION

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and **XXX**, with principal place of business in **XXX**, (hereafter called "Contractor"). Contractor's form of business organization is **incorporated, limited liability company, sole proprietor, etc.** It is the contractor's responsibility to determine if, by law, the contractor is required to be registered with the Vermont Department of Taxes for the purposes of filing required Vermont taxes.
2. **Subject Matter.** The subject matter of this contract is generally on the subject of construction services. Services to be provided by the contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$XXX**.
4. **Contract Term.** The period of contractor's performance shall begin on **XXX**, and end on **XXX** with a substantial work completion date of **XXX**.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office is required.
 - Approval by the Secretary of Administration **is not required. (IS REQUIRED IF OVER \$500,000)**
 - Approval by the CIO/Secretary of ADS is not required.
6. **Amendment.** This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** Cancellation of this contract shall be done in a manner consistent with Article 14 of Attachment D.
8. **Attachments.** This contract consists of **XXX** pages including the following attachments which are incorporated herein:

ATTACHMENT A: Scope of Work

ATTACHMENT B: Payment Provisions

ATTACHMENT C: Standard State Provisions for Contracts and Grants, a preprinted form (revision dated 12/15/2017), except that the following numbered paragraphs are hereby deleted in their entirety: 8. Insurance

ATTACHMENT D: General Conditions for Construction Contracts

ATTACHMENT E: Project Manual Technical Specifications

**You will need to list the various specs from the INDEX
ETC.**

Addendum No. 1 dated XXX

Addendum No. 2 dated XXX

ETC.

ATTACHMENT F: PLANS

**You will need to list the various plans from the INDEX
ETC.**

ETC.

ATTACHMENT G: Supplementary General Conditions **REMOVE IF NOT APPLICABLE**

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
- 1) Standard Contract
 - 2) Attachment C (Standard Contract Provisions for Contracts and Grants)
 - 3) Attachment D (General Terms and Conditions for Construction Contracts)
 - 4) Attachment E
 - 5) Attachment G Supplementary General Conditions **REMOVE IF NOT APPLICABLE**
 - 6) Attachment F
 - 7) Attachment A
 - 8) Attachment B
10. **Plan Security Certification.** Contractor acknowledges that the plans pertaining to this project have been declared exempt from public record inspection for security reasons and have been disclosed to Contractor as per 1 V.S.A. §317(c)(32) for the performance of the Work specified herein. Contractor hereby expressly acknowledges and agrees to disclose plans only to a licensed architect, engineer, or Contractor who is bidding to work on, or actually performing work on, buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the state and specifically related to this project. Furthermore, Contractor agrees to abide by BGS Administrative Policy # 35 and any existing or future directives set forth by the State concerning the copying or distribution of the plans. Fraud, misrepresentation, falsification, or concealing or covering up material facts relating to compliance with these directives may result in one or more of the following actions: termination of the contract(s), suspension of bidding privileges, withholding, deducts, forfeiture of security bonds, and criminal prosecution punishable by imprisonment of up to five years and/or up to a \$10,000 fine as per 13 V.S.A. §3016.
11. **Laws.** Contractor shall comply with all public laws, ordinances, and requirements respecting the work, obtain and pay for all required permits and comply with regulations of any insurance company which issues a policy on any part of the work or site.
- The Contractor agrees to comply with all of the requirements of Title 21 V.S.A., Chapter 5, Subchapter 6 relating to fair employment practices, to the extent applicable, and agrees further to include a similar provision in any and all subcontracts.
- Contractor shall acquaint himself with limits of the property or right-of-way of the State and shall not trespass on other property. All work shall be done in such a manner as not to interfere with the State's operating functions. Contractor and his employees shall familiarize themselves and comply with all posted rules.
12. **Non-Collusion.** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation. We reserve the right to cancel the contract if we suspect collusion.
13. **Assignment.** Contractor shall not have the right to transfer, or assign this Contract or any part thereof, without the prior written consent of the State and such consent shall not relieve the Contractor of any liability or responsibility hereunder. The failure of the State to assert any of its rights hereunder shall not be construed as a waiver thereof.

14. **Employment of Women and Minorities.** The State of Vermont encourages an increase in work force participation rates for women and minorities in all aspects of publicly funded capital construction projects. The contractor is encouraged to seek out and employ qualified women and minorities for work covered under this contract. The following provisions and requirements shall apply when the total contract exceeds \$50,000, and the general contractor shall require all first-tier subcontractors to comply with these requirements when their contract exceeds \$50,000.
- a. At the conclusion of the project, the affected contractors must complete the Construction Employment Report and submit it to the Department of Buildings and General Services for recording. A complete description and dollar value of the work or supplies provided, and percentage value of the overall construction contract for each such M/WBE transaction must be included. Final payment will not be made until this requirement has been satisfied.
15. **Minority and Women Business Enterprises (M/WBE).** It is the policy of the State of Vermont that M/WBE's shall have the maximum opportunity to participate in the performance of contracts financed with state funds. All Bidders are encouraged to contact M/WBE's in an effort to recruit them to submit proposals for the work or portions thereof. The contractor shall not discriminate on the basis of race, color, national origin or sexual orientation in the award and performance of subcontracts. The Department of Buildings and General Services shall, in accordance with Executive Order #15-91, and for publicly funded capital construction projects exceeding \$50,000.00, comply with the following provisions and requirements. Upon receipt of letter of intent to award contract, the successful bidder shall submit an M/WBE Reporting Form along with certificates of insurance and other pre-contract information. The form includes space to report the name, address and phone number of the M/WBE's contacted, the trade, if their price was included in the bid proposal, and if not, the reason for rejection of their bid. The contract will not be executed until the M/WBE Form is received. Failure to contact M/WBE's on or when projects require sub-contract work may constitute non-compliance and may result in forfeiture of future bidding privileges until resolved.
16. **Vermont Prevailing Wage Rate Requirements.** Vermont law requires this project comply with the prevailing wage rate requirements set forth in 29 V.S.A. §161. The full text of 29 V.S.A. §161 is available at: <https://legislature.vermont.gov/statutes/section/29/005/00161>
17. **Worker Classification.** State Contracts Compliance Requirements: The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 requires bidders comply with the following provisions and requirements. ((a) (3) For construction and transportation projects over \$250,000.00, a payroll process by which during every pay period the contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite, and a daily census of the jobsite. This information, including confirmation that contractors, subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the jobsite, and similar information for the subcontractors regarding their subcontractors shall also be provided to the department of labor and to the department of banking, insurance, securities, and health care administration, upon request, and shall be available to the public.
18. **Debarment by the Department of Labor (DOL) or the Department of Financial Regulation.** The State of Vermont reserves the right to terminate this contract with fifteen (15) day notice to contractor, upon determination that the contractor or a subcontractor to the contractor has been debarred by the Department of Labor (DOL) or the Department of Financial Regulation. Additionally, the State of Vermont reserves the right to withhold payment and / or terminate this contract if contractor fails to provide payroll records requested by the DOL and the Department of Financial Regulation within thirty (30) days of receipt of the request from DOL or the Department of Financial Regulation.
19. **Miscellaneous.** Paragraph headings are inserted for convenience only and are not to be relied upon for content. The Contractor is required to ensure that any and all agreements with subcontractors conform to the requirements contained herein and that subcontractors abide by all applicable provisions of this

contract including, but not limited to, the requirement that Contractor has complied with and shall continue to comply with all requirements with respect to qualification to do business in Vermont and registration with the office of the Secretary of State. In the event that all or a portion of the project is to be subject to a subcontract, it shall be the responsibility of the Contractor to determine that the subcontractor has complied with the above requirements of registration and qualification as well as all other applicable provisions of this contract.

20. **Waste Reduction Planning.** It is the intent of the State of Vermont to significantly reduce the amount of construction debris going into the total waste stream. Contractor is required to prepare and submit a Construction Site Waste Reduction Plan prior to contract execution. A sample plan is available at: <http://www.anr.state.vt.us/dec/wastediv/recycling/CandD.htm>. Failure to comply with this provision or a failure to comply with the plan itself will result in withholding of general conditions' money from the contractor's monthly requisition until Contractor has rectified the situation and is in full compliance with these provisions.

MASTER COPY DISTRIBUTED: _____
Contractor, Accounting, Director, PM, PC, ETC.

DEPT ID:
FUND SOURCE:
PROJECT #:
BUILDING #:

SAMPLE

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any 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.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

STATE OF VERMONT STANDARD FORM

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS (May 22, 2019)

The following general conditions are for use with all construction contracts with the State of Vermont, administered through the Department of Buildings and General Services.

These general conditions will be attached to, and become part of, the Contract Documents.

If there is a conflict between the terms and conditions stated in these general conditions and the terms and conditions contained in the State-Contractor Agreement; the terms of the State-Contractor Agreement control.

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

The term “State-Contractor Agreement” refers to the specific agreement between the State of Vermont and a particular contractor whereby the State and the contractor identify, explain and agree to the specific contractual obligations of each party and identify the nature and scope of a particular project. The “State-Contractor Agreement” will utilize one of the following construction delivery methods: (i) A general contractor hired by the State to provide all services necessary for the construction of the particular project. The general contractor is responsible for completing the particular project for a fixed price; (ii) a construction manager hired by the State to provide professional services and act as a consultant to the State in the design development and construction phases and to deliver the particular project for a Guaranteed Maximum Price; or (iii) a design-build contractor hired by the State to provide both design and construction services, under a single contract, for a particular project.

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the State-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to bid opening and any Change Orders after execution of the Contract.-

1.1.2 THE CONTRACT

The Contract Documents form the contract for construction. This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may only be amended by Change Order. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, but the Architect shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the State or the Architect and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 PROJECT MANAGER

The term “Project Manager” refers to the employee of the State who has been assigned responsibility for overseeing and managing the proper and timely implementation of the project.

1.2 EXECUTION & INTENT

1.2.1 Upon request, the State-Contractor Agreement will be signed in duplicate by the State and Contractor.

1.2.2 By executing the Contract, the Contractor represents that he or she has visited and examined the site; is fully informed as to the extent and character of the Project; familiarized himself or herself with the local conditions under which the Work is to be performed, and correlated his / her observations with the requirements of the Contract Documents and understands that no consideration will be given for any alleged misunderstanding of same.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as, if required by all. Work not covered in the Contract Documents will not be required unless it is consistent with the Contract Documents and is reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among

Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All drawings, specifications, estimates, and all other documents, including shop drawings and calculations, prepared at any time in connection with the Project, shall, upon payment for services in connection therewith, become the sole property of the State.

ARTICLE 2

ARCHITECT

2.1 DEFINITION

The term Architect, as used in this document, means a person, or entity, lawfully licensed to practice architecture or a person or entity lawfully licensed to provide professional engineering services and has been identified as such in the State-Contractor Agreement. The term Architect means the Architect or his / her authorized representative. These General Conditions are applicable whether or not an Architect is utilized for a particular project. In the event that an Architect has not been utilized for the project, the Project Manager will be responsible for administration of the contract as specifically enumerated in paragraph 2.2. All other functions, duties, or obligations of the Architect, under these General Conditions, in the absence of an Architect, will be performed by the Project Manager.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract as hereinafter described.

2.2.2 The Architect will be the State's representative during construction and until final payment is due. The Architect will advise and consult with the State. The State's instructions to the Contractor shall be forwarded through the Architect. The Architect will have authority to act on behalf of the State only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.10.

2.2.3 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself or herself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his or her on-site observations as an architect, he or she will keep the State informed of the progress of the Work, and will endeavor to guard the State against defects and deficiencies in the Work of the Contractor.

2.2.4 The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he or she will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor,

Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his or her functions under the Contract Documents.

2.2.6 Based on the Architect's observations of the Work and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4 of these General Conditions.

2.2.7 The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.

2.2.8 The Architect will prepare Change Orders in accordance with Article 12. The Architect has authority to order minor changes in the Work with the consent of the owner.

2.2.9 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the State for the State's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

2.2.10 The duties, responsibilities and limitations of authority of the Architect as the State's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the State and the Architect. In the event that the duties, responsibilities and limitations of authority of the Architect as State's representative during construction as set forth in the Contract Documents is modified or extended, the State will immediately notify the Contractor, in writing, of the modification or extension and the date that the modified or extended authority is effective. If the change of duties, responsibilities, or limitations of authority of the Architect, causes the Contractor to incur new, additional, and unexpected expenses completing the Work, then the State and the Contractor shall agree to an equitable adjustment to be implemented by Change Order to the State-Contractor Agreement.

2.2.11 In case of the termination of the employment of Architect, the State may appoint a subsequent architect in which case, the subsequent architect will have the same status under the Contract Documents as that of the former architect. In the event of termination of the Architect, the State will immediately notify the Contractor, in writing, of the termination and the appointment of a replacement architect, if any.

2.2.12 The Architect will be the interpreter of the requirements of the Contract Documents and will make recommendations to the State regarding the progress and quality of the Work and whether the Work is proceeding in accordance with the Contract Documents.

2.2.13 The Architect will render interpretations necessary for the proper execution and progress of the Work, with reasonable promptness and in accordance with any time limit agreed

upon, in writing, by the Architect, Contractor, and the State.

2.2.14 Claims, disputes and other matters in question between the Contractor and the State relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for review. The Architect will review the nature of the claim, dispute or other matter, along with any documentation provided by the Contractor or the State, and within a reasonable time, the Architect will provide a written recommendation to the State.

ARTICLE 3

STATE

3.1 DEFINITION

The State of Vermont, by and through the Department of Buildings and General Services is the entity identified as “State” in the State-Contractor Agreement and is referred to throughout the Contract Documents as the “State”.

3.2 RESPONSIBILITIES OF THE STATE

3.2.1 The State will identify a Project Manager for the Project. The Project Manager will be the sole point of contact between the Contractor and the State. The Project Manager will be the State’s representative authorized to communicate the State’s position and directions related to all contract work and to coordinate all change orders with the Commissioner of Buildings and General Services as deemed necessary.

3.2.2 If applicable, the State shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

3.2.3 Except as provided in Subparagraph 4.7.1, the State shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4 Information or services under the State's control shall be furnished by the State with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.6 The State shall forward instructions to the Contractor through the Architect.

3.2.7 The foregoing are in addition to any other duties and responsibilities of the State enumerated in the Contract Documents including those responsibilities described in Articles 6, 9 and 11 of this agreement.

3.2.8 The State may utilize a Clerk-of-the-Works to provide inspection and monitoring work on behalf of the State. If a Clerk-of-the-Works is utilized, it is the responsibility of the Architect and the Contractor to review and understand the Clerk's duties, responsibilities and limitations of authority. Upon request, the State shall provide a copy of the Clerk-of-the-Works contract to Architect and Contractor.

3.3 STATE'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the State, by a written order signed personally or by an agent specifically so empowered by the State in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the State to stop the Work shall not give rise to any duty on the part of the State to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 STATE'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the State to commence and continue correction of such default or neglect with diligence and promptness, the State may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's and the State's additional services made necessary by such default, neglect or failure. Such action by the State and the amount charged to the Contractor are both subject to review by the Architect under Paragraph 2.2.14 of these General Conditions. If the payments then or thereafter due the Contractor are not sufficient to cover the amounts paid by the State to make good such deficiencies, then the Contractor shall pay the difference to the Owner.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

The Contractor is the person or entity identified as such in the State Contractor Agreement and is referred to throughout the Contract Documents as Contractor. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall immediately report in writing to the Architect and the State any error, inconsistency or omission he may discover. The Contractor shall not be liable to the State or the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The

Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his / her best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. All aspects of the Project shall be subject to the inspection and approval of the State. Contractor guarantees to repair, replace, re-execute or otherwise correct any defect in workmanship, materials, or the like that fails to conform to the requirements of this Contract or that appears during the progress of the Work or within one year of final acceptance by the State.

4.3.2 The Contractor shall be responsible to the State for the acts and omissions of his / her employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his / her obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect in his / her administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.3.4 The Contractor shall acquaint himself (herself / itself) with the limits of the property or right-of-way of the State and shall not trespass on other property. The Contractor shall adequately protect the project, adjacent property and the public, and shall be responsible for any damage or injury due to the Contractor's act or neglect, and shall save the State harmless in respect thereto.

4.3.5 All work shall be done in such a manner as not to interfere with the State's operating functions. Contractor and his employees shall familiarize themselves and comply with all rules and regulations applicable to the project.

4.3.6 The Contractor shall keep the premises free from liens arising out of or from the Project. Contractor shall obtain and submit waivers of liens with a request for a progress or final payment.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor guarantees that materials shall be of the best quality, that work shall be completed in a neat and workmanlike manner, that equipment will be installed in a first class manner, and that all aspects of the project will be delivered in good working order complete and perfect in every respect and that all systems and materials necessary to make the project a complete operating utility as contemplated by the above description of the project is included in the Contract price.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the State and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If requested by the Architect or the State, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2 of these General Conditions.

4.6 TAXES

The State is exempt from all sales and federal excise taxes. Contractors will be responsible for the payment of any sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received. Contractor shall comply with the regulations and requirements of any insurance company which issues a policy on any part of the work or site.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. However, if the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he / she shall promptly notify the Architect in writing, and any necessary changes shall be accomplished by appropriate modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he / she shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.7.5 The Contractor agrees to comply with all the requirements of Title 21 V.S.A., Chapter 5, Subchapter 6 relating to fair employment practices and agrees further to include a similar provision in any and all subcontracts. A link to 21 V.S.A. Chapter 5, Subchapter 6 is provided: <http://legislature.vermont.gov/statutes/section/21/005/00495>

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as dictated by the process contained in the Contract Documents.

4.8.2 Unless otherwise provided in the Contract Documents:

(a) these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

(b) the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;

(c) whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. All Communications shall be in writing when made or shall be confirmed in writing, by the Contractor, within twenty-four (24) hours of the communication.

4.10 PROGRESS SCHEDULE

The Contractor, within ten (10) working days of receiving notice of the award of the contract, shall prepare and submit for the State's and Architect's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 The Contractor shall maintain at the site for the State one record copy of all Drawings, Specifications, Addenda, Change Orders and other modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and the State for monthly review prior to approval of Contractor's monthly application for payment. Prior to substantial completion of the Work, the Contractor shall ensure that one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples are delivered to the Architect for the State and a duplicate copy shall be delivered to the State for the State's use.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the State or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he / she has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he / she has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.7 of these General Conditions unless the Contractor has specifically informed the Architect and the State in writing of such deviation at the time of submission and the Architect and the State has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.

4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 2.2.7 of these General Conditions. All such portions of the Work shall be in accordance with approved submittals.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, including areas designated for operations or prohibited from operations by any applicable permit and or regulation, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the State or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the State or any separate contractor except with the written consent of the State and of such separate contractor. The Contractor shall not unreasonably withhold from the State or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 Before commencement of any on-site activities, Contractor is required to prepare and submit to the Project Manager a Construction Site Waste Reduction Plan. A sample plan is available at: <http://www.anr.state.vt.us/dec/wastediv/recycling/CandD.htm> . Failure to comply with this provision or a failure to comply with the plan itself will result in withholding of general conditions' money from the contractor's monthly requisition until Contractor has rectified the situation and is in full compliance with these provisions.

4.15.2 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials and shall leave the premises in a clean and satisfactory condition.

4.15.3 If the Contractor fails to clean up at the completion of the Work, the State may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the State through the Architect.

4.17 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof, except that the State shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, The Contractor shall be responsible for such loss unless he promptly gives such information to the Architect.

4.18 INDEMNIFICATION

The Contractor hereby agrees and consents to indemnify and hold harmless the State under the terms and conditions specified in "Attachment C".

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor means a Subcontractor or his / her authorized representative. The term Subcontractor does not include any separate contractor or his / her subcontractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Unless other procedures are specified or required by the Contract Documents or the Bidding Documents, then the following provisions are applicable:

5.2.1 The Parties agree that it is in the best interests of both the Contractor and the State to determine and select subcontractors as soon as possible after the Contractor has been awarded the Project. Therefore, the Contractor agrees, to furnish to the State and the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work within Ten (10) working days of award of the Project to Contractor. The State will reply within Ten (10) working days to the Contractor in writing stating whether or not the State, after due investigation, has reasonable objection to any such proposed person or entity.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the State has made reasonable objection under the provisions of Subparagraph 5.2.1 of these General Conditions. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the State has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the State has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1. of these General Conditions.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the State makes a reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities

which the Contractor, by these Documents, assumes toward the State and the Architect. Said agreement shall preserve and protect the rights of the State and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the State. The Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his / her Sub-subcontractors.

ARTICLE 6

WORK BY STATE OR BY SEPARATE CONTRACTORS

6.1 STATE'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The State reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the State, he / she shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate Contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate State Contractor Agreement.

6.1.3 The State will provide for the coordination of the work of its own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the State and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his / her Work with the work of the State and separate contractors as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the State or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the State's or separate contractors work as fit and proper to receive

his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the State, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5 of these General Conditions.

6.3 STATE'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15 of these General Conditions, the State may clean up and charge the cost thereof to the Contractor.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the laws of the State of Vermont.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The State and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him or her hereunder, without the previous written consent of the State.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his / her employees, agents or others for whose acts he / she is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 BOND REQUIREMENTS

The Contractor hereby agrees to comply with the State's bonding requirements as identified in the Instructions to Bidders which are included in the RFP and are attached and incorporated into the Contract Documents.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the State, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities.

7.7.2 If the Architect determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he or she will, upon written authorization from the State, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services made necessary by such failure; otherwise the State shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

7.7.4 If the Architect is to observe inspections, tests or approvals required by the Contract Documents, he will do so promptly.

7.8 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at a rate of twelve percent (12 %) per annum. A payment is NOT due and payable unless and until the State has received an invoice filled out correctly and completely with all required supporting documentation.

7.9 DISPUTE RESOLUTION PROCESS

Any claim, dispute or other matter in question not resolved by the process identified in Paragraph

2.2.14 of these General Conditions shall be subject to the following dispute resolution process: Contractor may seek review by the Commissioner of Buildings and General Services of the Architect's recommendation. Contractor must seek review by the Commissioner within ten (10) days of the Architect's written recommendation otherwise the recommendation shall be deemed accepted by the Contractor. Failing resolution by the Commissioner, the Contractor then may request that the parties submit the claim to non-binding mediation with a mutually agreed upon mediator utilizing the most current Construction Industry Mediation Rules of the American Arbitration Association.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3 of these General Conditions, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date indicated in State Contractor Agreement. In the absence of a notice to proceed and an express commencement date in the State Contractor Agreement, then the date of execution of the State Contractor Agreement shall be the commencement date.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the State can occupy or utilize the Work or designated portion thereof for the use for which it is intended. The Work shall not be considered substantially complete prior to the receipt of approved O & M manuals and record drawings as required by paragraph 4.11 and as required elsewhere in the Contract Documents.

8.1.3.1 Contract completion date shall be defined as: The contract work shall not be considered complete prior to the receipt of approved O & M manuals and record drawings as required by paragraph 4.11 and as required elsewhere in the contract documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are material terms and time is the essence of the Contract. A failure by Contractor to do what is required by the time specified in the Contract Documents is a breach of the contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in

Subparagraph 8.1.2 of these General Conditions. He or She shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.3 If in the sole opinion of the State, the Contractor fails to commence work on the project or to complete the work of said project within the time specified above, or to prosecute the work in such a manner that it appears that the completion date can be assured, the State shall have the right to notify the Contractor by Certified Mail that the terms of the Contract have been violated, and that effective immediately the Contract is terminated and the State has the right to and in fact is taking over and attending to completion of the project without prejudice to the State's remedies for any losses sustained

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or failure to act by the State or the Architect, or by any employee of either, or by any separate contractor employed by the State, or by changes ordered in the Work, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the State pending alternative dispute resolution proceedings, or by any other cause which may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as recommended by the Architect and approved by the State.

8.3.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the State-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the State to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment established in the State-Contractor Agreement, the Contractor shall submit to the Architect an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the State or the Architect may require. The application for payment must, at a minimum, reflect retainage and the required waivers of lien and any other support documentation enumerated elsewhere in the Contract Documents.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the State, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the State to establish the State's title to such materials or equipment or otherwise protect the State's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the State either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after the receipt of the Contractor's completed Application for Payment, either issue a Certificate for Payment to the State, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his or her reasons for withholding a Certificate as provided in Subparagraph 9.6.1 of these General Conditions. In case of conflict between any time requirements in this paragraph and any time requirements for action by the Architect on Contractor's Application for Payment contained in the State-Contractor Agreement, the time requirements contained in the State-Contractor Agreement shall control.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the State, based on his observations at the site as provided in Subparagraph 2.2.3 of these General Conditions and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his or her knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific

qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified.

9.5 PROGRESS PAYMENTS

9.5.1 After the Architect has issued a Certificate for Payment, the State shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the State, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his or her Sub-subcontractors in similar manner.

9.5.3 The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

9.5.4 Neither the State nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor.

9.5.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the State, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Architect may decline to certify payment and may withhold his or her Certificate in whole or in part, to the extent necessary reasonably to protect the State, if in the Architect's opinion he or she is unable to make representations to the State as provided in Subparagraph 9.4.2 of these General Conditions. If the Architect is unable to make representations to the State as provided in the aforementioned Subparagraph 9.4.2 and to certify payment in the amount of the Application, he or she will notify the Contractor as provided in Subparagraph 9.4.1 of these General Conditions. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which he or she is able to make such representations to the State. The Architect may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he or she may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his or her opinion to protect the State from loss because of:

- (a) Defective Work not remedied,
- (b) Third party claims filed or reasonable evidence indicating probable filing of such claims,
- (c) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- (d) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,

- (e) Damage to the State or another contractor,
- (f) Reasonable evidence that the Work will not be completed within the Contract Time, or
- (g) Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the State does not pay the Contractor within seven days after the date established in the Contract Documents any amount certified by the Architect or awarded by alternative dispute resolution proceedings, then the Contractor may, upon seven additional days written notice to the State and the Architect, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which has been accepted in writing to by the State, is substantially complete as defined in Subparagraph 8.1.3 of these General Conditions, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the State and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time, which shall not exceed thirty (30) days, within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the State and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Work shall not be considered substantially complete prior to the receipt of approved O & M manuals and record drawings as required by paragraph 4.11 and as required elsewhere in the Contract Documents.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the State shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such

inspection and, when he or she finds the Work acceptable under the Contract Documents and the Contract fully performed, he or she will promptly issue a final Certificate for Payment stating that to the best of his / her knowledge, information and belief, and on the basis of his or her observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Architect's final Certificate for Payment will constitute a further representation that the Contractor has fulfilled the conditions entitling him or her to final payment as set forth in Subparagraph 9.9.2 of these General Conditions.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the State or its property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; (3) Other data establishing payment or satisfaction of all such obligations, including, but not limited to, receipts, releases, or other supporting documentation. and (4) final waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the State. If any Subcontractor refuses to furnish a release or waiver required by the State, the Contractor may furnish a bond satisfactory to the State to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the State all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the State shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as required by the Contract Documents, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the State except those arising from:

- (a) unsettled liens,
- (b) faulty or defective Work appearing after Substantial Completion,
- (c) failure of the Work to comply with the requirements of the Contract Documents, or
- (d) terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- (a) all employees on the Work and all other persons who may be affected thereby;
- (b) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- (c) other property at the site or adjacent thereto, including trees, shrubs; lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall: (1) exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel; and (2) give the State notice, in writing, seven (7) days in advance of the planned activity of the Contractor's intent to store and/ or use explosives or other hazardous materials or equipment on the project site.

10.2.5 When the project involves the placement or replacement of roofing systems of all types on State- owned buildings, including flat, low-pitched and steep roofs, Contractor must comply with all requirements of the latest edition of VOSHA Safety and Health Standards for Construction (29 CFR 1926) including, but not limited to, Subpart M – Fall Protection. Prior to execution of a contract by BGS, contractors engaged in placement or replacement of roofing systems of all types must submit a signed certification statement attesting to their intention to comply with VOSHA Fall Protection Regulations. Such certification shall be submitted on a State-provided form along with proof of insurance.

10.2.6 The Contractor shall promptly remedy all damage or loss (consistent with Contractor's obligations described in Attachment C) to any property referred to in Clauses 10.2.1(b) and 10.2.1(c) of these General Conditions caused in whole or in part by the Contractor, any

Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1(b) and 10.2.1(c), except damage or loss attributable to the acts or omissions of the State or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations referenced under Paragraph 4.18.

10.2.7 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the State and the Architect.

10.2.8 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

Insurance obligations of the parties to this agreement are fully set forth below:

Attachment "C", numbered paragraph 8 has been deleted in its entirety and the following provisions are applicable:

11 INSURANCE – GENERAL REQUIREMENTS

11.1 Insurance obtained by the Contractor to cover the below-listed requirements shall be procured from an insurance company registered and licensed to do business in the State of Vermont. Before the Contract is executed, the Contractor shall file with the State a certificate of insurance, executed by an insurance company or its licensed agent(s), on form(s) satisfactory to the State, stating that with respect to the Contract awarded, the Contractor carries insurance in accordance with the following requirements:

- (a) **Workers' Compensation Insurance:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

(b) Commercial General Liability (CGL) Insurance: With respect to all operations performed by the Contractor and any Subcontractors, the Contractor shall carry Commercial General Liability (CGL) Insurance affording all major divisions of coverage including, but not limited to:

Premises Operations
Independent Contractors' Protective Products and Completed Operations
Personal Injury Liability
Contractual Liability
Broad Form Property Damage
Explosion, Collapse and Underground (XCU) Coverage
Fire Legal Liability

State may require additional specific liability coverage(s) when applicable.

Limits of Coverage shall be not less than:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate Applying, In Total To This Project
Only \$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Liability
\$ 50,000 Fire Legal Liability
\$ 5,000 Medical Expense

Aggregate Limits of Insurance (Per Project) Form must be included (or as excepted in f below) with the Commercial General Liability Policy.

(c) Automobile Liability Insurance: Contractor shall carry Automobile Liability Insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, used in connection with the project. Limits of Coverage shall be not less than:

\$1,000,000 Combined Single Limit

(d) The Contractor shall require each Subcontractor, if any, to maintain the same Workers' Compensation, Commercial General Liability, and Automobile Liability coverage as specified in paragraphs (a), (b), and (c) above.

(e) Scope of Insurance & Special Hazards: The insurance required under subparagraphs (b), (c), and (d) above shall provide protection for the Contractor and the Subcontractors, if any, against damage claims which may arise from work being performed. Special hazards, may be encountered by the insured or by any person directly or indirectly employed by the Contractor or a Subcontractor, and may be required.

(f) If Contractor is unable to provide Aggregate Limits of Insurance (Per Project) as required in (b) above, Contractor shall purchase an Owner's Protective Liability Insurance Policy in the name of the State of Vermont to cover all exposures, including bodily injury and death, arising out of and in the course of this Contract. Limits of liability shall be the same as those required of the Contractor under paragraph (b) above.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State of Vermont, Office of Purchasing & Contracting.

11.2 Insurance Requirements for Builder's Risk Insurance. The State of Vermont does not require Contractor to obtain Builder's Risk insurance for every construction project. The State of Vermont will evaluate each project prior to accepting bids to determine if the State will require the Contractor to obtain and maintain Builder's Risk insurance for the project.

Any project that involves NEW CONSTRUCTION will require the Contractor to obtain and maintain Builder's Risk insurance for the project.

At the discretion of the State, Contractor may not be required to obtain and maintain Builder's Risk insurance on CONSTRUCTION RENOVATION projects. Whether or not the State is going to require Contractor to obtain and maintain Builder's Risk insurance for a particular CONSTRUCTION RENOVATION project will be determined by the State prior to bidding the project and the requirement will be included in the Instructions to Bidders.

11.2.1 BUILDER'S RISK FOR NEW CONSTRUCTION PROJECTS. If the project is NEW CONSTRUCTION, then the following provisions apply:

- (1) The State will require Contractor to purchase and maintain Builder's Risk Insurance. The Contractor shall name the Contractor and the State of Vermont as their interest may occur. Other parties shall be insured as the State may reasonably require.
- (2) Contractor shall effect and maintain insurance on portions of the work stored off-site, on site and in transit. Boiler & Machinery Insurance may be used in conjunction with this coverage if it is required to meet the testing requirement.
- (3) Any deductible applicable to loss covered by insurance provided hereunder shall be borne by the Contractor.
- (4) Except as provided for in (1) above the State and Contractor waive all rights against each other and the Subcontractor, Sub-subcontractors, agents and employees of the other.

11.2.2 BUILDER'S RISK FOR CONSTRUCTION RENOVATION PROJECTS. If the project is CONSTRUCTION RENOVATION of an existing structure, and the State has already determined that Contractor will not be obligated to obtain and maintain Builder's Risk insurance, then the following provisions apply:

- (1) The State will maintain property insurance upon the construction site and will not require Contractor to purchase and maintain Builder's Risk Insurance upon the entire work at the site.
- (2) The decision of the State to waive the requirement that the Contractor maintain builder's risk coverage does not waive Contractor's liability for damage to the State's real and personal property. Contractor's liability for loss to the State's real and personal property will be limited to the first \$100,000 of each and every property loss at the work site provided such loss is covered under the State's property insurance coverage. If the Contractor elects to meet this obligation by purchase of commercial insurance, this insurance shall name the Contractor and the State of Vermont as Named Insureds and shall include the interests of the Contractor and Subcontractors. Other parties shall be insured as the State may reasonably require.
- (3) Contractor shall effect and maintain insurance on portions of the work stored off-site, on site and in transit. Boiler & Machinery Insurance may be used in conjunction with this coverage if it is required to meet the testing requirement. The cost of any deductible applicable to loss covered by insurance provided hereunder shall be borne by the Contractor.
- (4) Except as provided for in 11.2.2 (1)-(3) above the State and Contractor waive all rights against each other and the Subcontractor, Sub-subcontractors, agents and employees of the other.

11.2.3 Builder's Risk – additional provisions

The insurance specified shall be maintained in force until final acceptance of the project by the State.

- (5) Umbrella Excess Liability Policies may be used in conjunction with primary policies to comply with any of the limit requirements specified above.
- (6) "Claims-made" coverage forms are not acceptable without the express written prior consent of the State. Each policy furnished shall contain a rider or non-cancellation clause reading in substance as follows:

Anything herein to the contrary notwithstanding, notice of any cancellation, termination or alteration to the insurance contracts must be delivered by registered mail to the Commissioner, Department of Buildings and General Services, State of Vermont, Montpelier, Vermont, at least 60 days before effective cancellation, termination or alteration date unless all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the State of Vermont.

- (7) No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been set to protect the interests of the State.

11.3 The State shall have power to adjust and settle any loss with the insurers.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the State, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. A Proposed Change Order (PCO) is a written request submitted to the Architect by either the Contractor or the State requesting a change to the contract price and / or schedule. A Construction Change Directive (CCD) is a written document prepared by the State and / or Architect directing the Contractor to make changes in the Work where the State and the Contractor have not reached an agreement on proposed changes in the contract sum or contract time. A Construction Change Directive becomes part of a PCO.

Payment for changes in the Work will only be made after a Change Order is signed by the Contractor and Architect and executed by the State.

12.1.2 The State, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work REQUIRE AGREEMENT IN WRITING BY THE ARCHITECT, STATE AND CONTRACTOR AND shall be authorized by A PROPOSED Change Order (PCO), and shall be performed under the applicable conditions of the Contract Documents. The State will prescribe a Proposed Change Order form for use by the Contractor. The Contractor shall submit all requests for Proposed Change Orders on the prescribed form.

The process, by which changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, is as follows:

- (1) A Proposed Change Order (PCO) is submitted to the Architect for review. Said PCO is to be submitted on the State approved form.
- (2) If the PCO originated with the Contractor, the Architect will review the PCO and if the Architect approves the PCO, it is then presented to the State for approval.
- (3) The PCO is signed by the Project Manager.
- (4) The Project Manager shall coordinate with the Contractor through email or other written documentation every 30 days as to the merit of issuing a Change Order. If the Project Manager and Contractor agree that a Change Order should be submitted, the Architect will compile all approved PCOs and incorporate them into one (1) Change Order.
- (5) The Change Order is then submitted to the Project Manager who immediately processes the CO with OPC as required by Bulletin 3.5 and BGS' Contracting Plan.

12.1.3 The cost or credit to the State resulting from a change in the Work shall be determined in one or more of the following ways:

- (a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- (b) by unit prices stated in the Contract Documents or subsequently agreed upon;
- (c) by cost to be determined in a manner agreed upon by the parties and a mutually

acceptable fixed or percentage fee; or
(d) by the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3(a) –(d) is agreed upon, or cannot be agreed upon at the time due to the nature of the change, emergent conditions, or lack of required information, the Contractor, provided he receives a Construction Change Directive (CCD)) signed by the State, shall promptly proceed with the Work involved. Upon receipt of the CCD, the Contractor shall proceed with implementation of the CCD. The cost of such Work shall then be recommended by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clauses 12.1.3(c) and 12.1.3(d) above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in the CCD. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, cost of delivery; cost of labor, including social security, medicare and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the State, payments on account shall be made on the State's Certificate for Payment. The amount of credit to be allowed by the Contractor to the State for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for Overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change. It is the Project Manager's responsibility to ensure that All CCD's are converted / incorporated into a PCO within Thirty (30) days of completion of the changes to the Work that was the subject of the CCD. The parties agree to utilize the CCD form provided or approved by the State.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a Proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial in- equity to the State or the Contractor, the applicable unit prices shall be equitably adjusted.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either

party made within twenty days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3 of these General Conditions. No such claim shall be valid unless so made. If the State and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any order by the State to stop the Work pursuant to Paragraph 3.3 of these General Conditions where the Contractor was not at fault, or (2) failure of payment by the State pursuant to Paragraph 9.7(of these General Conditions), the Contractor shall make such claim as provided in Subparagraph 12.3.1 of this agreement.

12.3.3 The Architect will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the State and Contractor within 10 days unless the Contractor or the State objects to the change in writing.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for his or her observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the State. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the State or a separate contractor as provided in Article 6 of these General Conditions, in which event the State shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall be responsible for correcting all Work which the Architect has found to be defective or which fails to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's and the State's additional services made necessary thereby.

The Architect, upon a finding of defect or failure to conform, shall immediately notify the State and Contractor, in writing, of the defect. The Contractor shall begin correcting the defective or non-conforming Work within ten (10) days unless the State agrees to a Change Order which reflects the reduction in Contract Sum due to the value of diminishment of the defective or nonconforming Work.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the State of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the State to do so unless the State has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The State shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2 of these General Conditions, unless removal is waived by the State.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the State may correct it in accordance with Paragraph 3.4 of these General Conditions.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the State may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the State may upon ten additional days written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's and the State's additional services and expenses made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

13.2.6 The Contractor shall bear the cost of making good all work of the State or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the

Contract Documents, including Paragraph 4.5 of these General Conditions. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 The State may accept defective or nonconforming Work pursuant to Paragraph 13.2.1 of this agreement. If the State elects to accept the defective or nonconforming Work, a Change Order will be issued to reflect a reduction in the Contract Sum. The Architect will recommend to the State the value of diminishment of the defective or nonconforming Work. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION AND SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor because the Architect has not issued a Certificate for Payment as provided in Paragraph 9.7 of these General Conditions or because the State has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven additional days written notice to the State and the Architect, terminate the Contract and recover from the State payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE STATE FOR CAUSE

14.2.1 If the Contractor is adjudged a bankrupt, or if he or she makes a general assignment for the benefit of his/ her creditors, or if a receiver is appointed on account of his/ her insolvency, or if he or she persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he or she fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the State, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days written notice, terminate the employment of the Contractor and take possession of the

site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the costs of finishing the Work, including compensation for the Architect's and State's additional services and expenses made necessary thereby, exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the State.

If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's and the State's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor.

The amount owed by Contractor to the State shall be certified by the Architect, upon application, in the manner provided in section 9.4 of these General Conditions, and this obligation for payment shall survive the termination of the Contract.

14.3 TERMINATION BY STATE FOR CONVENIENCE

14.3.1 The State may, at any time, terminate this agreement for the State's convenience and without cause.

14.3.2 Upon receipt of written notice from the State of such termination for the State's convenience, the Contractor shall:

- (a) cease operations as directed by the State in the notice;
- (b) take actions necessary, or that the State may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.3 In case of such termination for the State's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

14.4 SUSPENSION BY STATE FOR CONVEVIENCE

14.4.1 The State may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the State may determine.

14.4.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in section 14.4.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- (b) that an equitable adjustment is made or denied under another provision of this Contract.

STATE OF VERMONT
CONTRACT AMENDMENT

Contractor: **Contractor**
Contract #: **Contract**
Amendment #: **CO**

It is hereby agreed by and between the State of Vermont, **AGENCY/DEPARTMENT** (the "State") and **CONTRACTOR NAME**, with a principal place of business in **CITY, STATE** (the "Contractor") that the contract between them originally dated as of **CONTRACT START DATE**, Contract # **NUMBER**, as amended to date, (the "Contract") is hereby amended as follows:

REMOVE/EXPAND/REVISE THE BELOW AMENDMENT ITEMS, AS APPLICABLE

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$ _____ to \$ _____, representing an **increase / a decrease** of \$ _____.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from **OLD END DATE** to **NEW END DATE**. **[REMOVE/REVISE FOLLOWING SENTENCE AS APPLICABLE]** The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- III. **Attachment A, Scope of Services.** The scope of services is amended as follows:
EXAMPLE: Section ___ of Attachment A [is amended by the addition of the following requirements] [OR] [is hereby deleted in its entirety and replaced as set forth below /or/ in the attachment to this Amendment].
- IV. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:
EXAMPLE: Section ___ of Attachment B [is amended by the addition of the following requirements] [OR] [is hereby deleted in its entirety and replaced as set forth below /or/ in the attachment to this Amendment].
- V. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced by the Attachment C **EFFECTIVE DATE** attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect

to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of _____ pages. Except as modified by this Amendment No. _____, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

CONTRACTOR

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dept: _____

For State Use only

PROJECT NAME:

DEPT ID:

FUND:

PROJECT :

TECHNICAL SPECIFICATIONS

The Vermont Division of Historic Preservation (VDHP) is requesting proposals from selected construction firms with experience in the installation of rock rip-rap embankment stabilization on riverbanks in response to flood damage in eroding bank soils. The chosen firm shall install additional rock rip-rap embankment stabilization on the Missisquoi River at the Monument Road site as detailed in this request. The VDHP administers and manages this property as a State Historic Site. This document describes the background and need for this project, the existing eroded riverbank conditions and details the scope of issues to be addressed.

Specific information regarding the required content of proposals, and the procedure and criteria for final selection of a construction company can be found in the Simplified Bid Cover Memo to which this document is appended.

PROJECT BACKGROUND

Human remains have been identified at this Abenaki Indian Burial Ground Site, but no surface indication of their presence is identifiable except for the two monument structures. The burial grounds are significant culturally, historically and emotionally for the local community.

The downstream portion of this property was stabilized with approximately 375 l. f. of rock rip-rap revetment permitted in 1991 and completed in 1994. This project will continue the bank stabilization beginning at the upstream eastern end of the past rip-rap stabilization project.

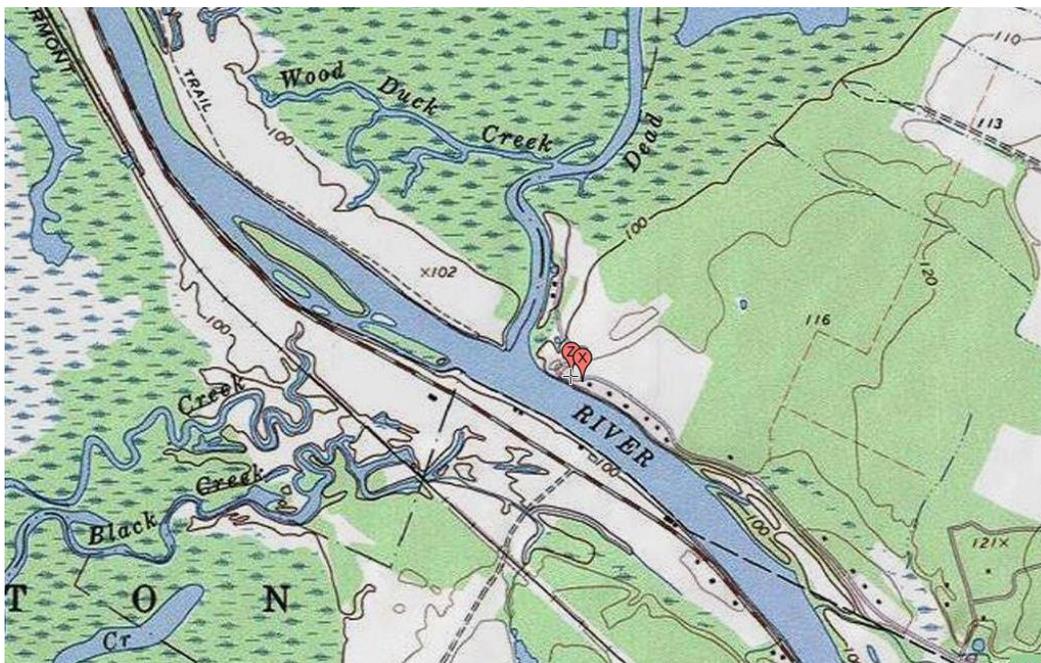


Figure 1. Site Location, North Bank of the Missisquoi River.

TECHNICAL SPECIFICATIONS

PROJECT PURPOSE

The May 4-5, 2018 rainstorm brought heavy rains and wind that resulted in bank erosion along the Missisquoi River adjacent to this project site. The project purpose is to protect the Abenaki Burial Grounds from further damage and to protect the public safety and the adjacent Monument Road Town Highway #35 from future flood erosion damage.



Figure 2. Site Aerial View and Approximate Limits of Bank Instability.

PROJECT NEED

The intended Project outcome is to stabilize the soil mass slope failure in and adjacent to the Abenaki Burial Grounds. A Typical Placed Rip-Rap Wall Section standard detail shall be used to place rock bank revetment against the existing soil slope to minimize soil disturbance on the surface where burial remains and/or artifacts may be located but are in unknown locations.

Typically, rock rip-rap revetments are installed such that the rock is placed on a riverbank surface that has been shaped to the optimum slope. In this case, because of the archaeological sensitivity, the rock will need to be placed on the existing riverbank surface with the appropriate slope achieved by the rock placement combined with any soil added before the rock is placed. The construction of this rock revetment envelope on the outside of the riverbank will be accomplished by using the existing upstream fishing ramp to construct an access along the base of the riverbank to move materials and equipment downriver to the starting point and to act as a staging area for excavation of the keyway and rock placement.

The vertical toe keyway and access haul road will provide the foundation and material source for the

TECHNICAL SPECIFICATIONS

placement of the vertical rip-rap wall that will stabilize the mass slope failure. The access road will be incorporated into the vertical wall as the repair moves upstream to the end point. It is anticipated that most of the rock placement will occur in this manner. However, work from the top of bank is permitted provided it occurs on top of geo-textile fabric w/stone fill or timber crib mats placed on top of existing ground surface to prevent any subsurface disturbance.

PROJECT SCOPE OF WORK

1. Compliance with Local, State and Federal Permits

The state and federal environmental permits for the Project have been obtained by the Vermont Division for Historic Preservation (VDHP). The attached USACOE and Vermont Stream Alteration Permits have been acquired by VDHP and require the selected Contractor to follow the plans as established in the drawings and narrative specifications. There are no local Town permits required for this project.

The selected Contractor shall be responsible for reading and understanding all permit conditions, complying with those permit conditions, maintaining all work items and record-keeping for VDHP documenting compliance with all permits. The bid sheet includes a cost line item *lump sum price* for the contractor's successful completion of the Project in accordance with Local, State and Federal permits and permit conditions. The VDHP staff will coordinate the Project compliance efforts with regulatory staff.

Work directly adjacent to the Missisquoi river may not commence prior to a water elevation level of 98 ft. m.s.l. No dredged and/or excavated river sediments shall be disposed of in the channel of the Missisquoi River below 98 ft. m.s.l. There may also be weather-dependent periods of time that work could be suspended due to water level elevation above 98 ft. m.s.l.

2. Mobilization and Demobilization

The selected Contractor shall include the costs of preparing for the work, ordering materials and work critical path scheduling, mobilizing equipment, materials and staff to the site, the site layout of the work and demobilization after successfully completing the Project. Staging areas will be limited to a former house lot which is shown in the plans. Project work will occur along the riverbank and may include some work from top of bank subject to specification below. There are two privately owned parcels within the work area but coordination with those individuals has occurred and permission granted. VDHP will be responsible for any on-going coordination with these landowners during the course of the project. The bid sheet includes a cost line item *lump sum price* for the Project.

3. Stabilized Construction Entrance

The paved Monument Road is a Town highway to be used for site construction access. Contractor will need to ensure clear passage of roadway for adjacent neighbors through the worksite. However, no traffic concerns are anticipated, and no specific coordination is required with the

TECHNICAL SPECIFICATIONS

Town. Contractor must repair any damage to the roadway created as a result of this project and restore to extant conditions.

A location off the Monument Road to access the riverbank is shown on the sketch plans. This is a former house site which has an existing fishing/dock area which will be used to initiate the installation of a construction access road along the bottom of bank for the bank stabilization. All efforts shall be employed to prevent the tracking of on-site soils off-site onto the paved surface of Monument Road. The Town road shall remain open to traffic accessing the residences on Monument Road.

A stabilized construction entrance is typically built at the start of a project that consists of excavating 8" minimum of topsoil and placing 1" to 4" stone over filter fabric to knock soil off vehicle tires. In this case, the presence of unmarked historic Abenaki Indian burial sites in the project area prevent this type of preparation. Instead, the selected Contractor shall place the filter fabric directly over the existing surface and place the 1" to 4" stone size on top of the filter fabric to knock soil off vehicle tires. VDHP will ensure that this area is brush-hogged prior to the start of construction to facilitate placement of the fabric and stone fill.

The selected Contractor shall determine the type of geogrid geotextile under the stone stabilized construction entrance to support the truck traffic and to prevent developing ruts in the trafficked access road. For example, a Tensar Triax Geogrid product designed for trafficked surfaces provides an enhanced level of in-plane stiffness to yield a more optimal in-service stress transfer from the overlying aggregate. The selected Contractor shall provide an evaluation and selected geogrid material specifications to the State Staff for review and approval prior to mobilization to the project site and installation of the stabilized construction entrance.

The stabilized construction entrance shall be inspected by the selected contractor daily to assess the condition and viability of the entrance to minimize off-site tracking of soil from the haul roads onto the Town road and to minimize the creation of ruts in the lawn. Prior to demobilization, the stabilized construction entrance shall be completely removed and the area re-seeded and smoothed with topsoil as necessary to allow annual brush-hogging. The bid sheet includes a cost line item *lump sum price* for evaluating a geogrid fabric, installing, maintaining, and removing the stabilized construction entrance.

Bid Alternate for Stabilized Construction Entrance:

The use of timber crib mats placed on the existing ground surface in the construction entrance area instead of the geotextile structural grid and stone fill is an acceptable bid alternate that can be considered for this project.

4. Erosion Prevention and Sediment Control

Sediment washing into rivers is one of the largest water quality problems in Vermont. Sediment can kill or weaken fish and other organisms and adversely impact aquatic habitat.

On most construction sites, vegetation that holds the soil in place and protects it from erosive forces of rain and runoff is removed, leaving large areas of soil exposed to the elements. During rainfall or snowmelt, the exposed soil may be easily eroded and transported to nearby rivers, lakes, or wetlands.

TECHNICAL SPECIFICATIONS

To prevent this from happening, a small number of simple practices to prevent erosion and contain soil on the construction site shall be used. These practices are outlined and discussed in the VT DEC 2020 *Low Risk Site Handbook for Erosion Prevention and Sediment Control* (the Handbook)

https://dec.vermont.gov/sites/dec/files/wsm/stormwater/docs/StormwaterConstructionDischargePermits/LowRiskSiteHandbookForErosionPreventionAndSedimentControl_Small-Booklet_February_2020.pdf

and the VT DEC 2019 *Erosion Prevention and Sediment Control Field Guide* (the Field Guide)

<https://dec.vermont.gov/sites/dec/files/wsm/stormwater/docs/StormwaterConstructionDischargePermits/VT%20Standards%20and%20Specifications%20for%20EPSC%20-%202019.pdf> to describe the basic EPSC

practices that can be implemented on a construction site. The selected contractor shall identify their staff who will be on the project and working as the On-Site EPSC Coordinator at the construction site to work with and report to State Staff on daily EPSC measures.

The selected Contractor's On-Site EPSC Coordinator at the construction site shall regularly inspect and repair/replace all sediment and erosion control measures identified in the EPSC Plan.

Discharge locations must also be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to waters of the State. The Contractor's inspection reports shall be in writing, and copies kept onsite with your copies of the Handbook and Field Guide which will serve as the EPSC Plan for the site.

Only apply seed and mulch to disturbed soils within 25' of the riverbank. Lime and fertilizer are prohibited within 25' of the top of the riverbank to prevent nutrient runoff from entering the Missisquoi River and Lake Champlain. Lime and fertilizer shall be applied with seed and mulch to all disturbed soils on other landward areas involved in the Project. The bid sheet includes a cost line item *lump sum price* for all EPSC related work.

5. **Modify Existing Unauthorized Fishing Access for Construction Access**

The existing fishing access has been identified for use in implementing the Project work, and this unauthorized fishing access shall be closed off by the completed bank stabilization structure. The selected Contractor shall evaluate the suitability of utilizing the existing fishing access "as is, as seen" for the Project work or modifying the existing fishing access for improved slope, stability, and traction, etc. Any proposed improvements to lessen the slope of the existing fishing access shall be accomplished by placing fill materials at the bottom of the slope at the concrete footing that will be removed to reduce the existing encroachment into the Missisquoi River channel. The bid sheet includes a cost line item *lump sum price* for all improvements made to the existing fishing access before and during the work and subsequent removal.

6. **Furnish and Install Turbidity Curtain in the River; Bypass of Water and Control of Sediment; Dewatering Operations and Discharges**

This bid item requires a description for means and methods for minimizing the release of turbid water into the Missisquoi River. The selected Contractor may order a turbidity curtain that is designed and manufactured for use on this specific project to adequately span the water depth from the channel bed up to a minimum elevation of a 10' curtain height to protect the work in constructing the access haul road and wall foundation. Some Means and Methods are suggested

TECHNICAL SPECIFICATIONS

for Bypass of Water and Control of Sediment for in-stream wet work associated with this Stream Alteration Permit: The work may be separated from the river flow to prevent a release of turbid water and sediments into the Missisquoi River and Lake Champlain. The sketch plans include a partial list of Means and Methods that is not in the order of what is preferred and is not in any tiered preference for the anticipated water depth.

Water pumped from inside the turbidity filter curtain may be discharged into a filter bag on land or other areas and shall not be pumped into storm sewers, streams, lakes, or wetlands unless sediment is removed prior to discharge. Discharges to streams, lakes, wetlands, or storm sewers needs to be part of the authorized EPSC Plan. Use sock filters or sediment filter bags on discharge pipes, discharge water into silt fence enclosures installed in vegetated areas away from waterways, or discharge water into a de-silting basin or frac- tank. Remove accumulated sediment after water has dispersed and stabilize and seed and mulch all disturbed soils in the discharge area. Dispose of sediment in areas where it will not wash into waterways, then grade the area and seed, lime, fertilize and mulch.

The bid sheet includes a line item cost *lump sum price* for the Project Work, which may include ordering, furnishing, installing, maintaining and removal and disposal of a turbidity curtain after project completion, and/or implementing other approved techniques for the bypass of water and control of sediment during project execution.

7. Removal and Disposal of Tree Stumps

The bank erosion resulting from the May 4 – 5, 2018 storm event undermined the root systems of the large trees at the top-of-bank of the Missisquoi River. The cantilevered trees at the top of the riverbank were pulling the soil mass outward and downward and away from the mowed lawn of the Monument Road historic site and causing observable soil cracking. These trees were felled to relieve cantilever action on the soils above the lower bank erosion, and the bid sheet includes a cost line item *per stump unit price* for excavation, removal and disposal of tree stumps at an approved off-site location. Removal will be limited to stumps on the eroding slope or in the river channel that would get in the way of rock placement or that no longer have root systems enhancing soil stabilization.

8. Brush Clearing and Disposal

The Missisquoi Riverbank is also vegetated with various species of ground cover and understory vegetation that provide some amount of bank stability. To the extent possible this vegetation should be left in place and covered over. Limited brush clearing shall occur at the up-stream tie-back location as directed by the staff of the State of Vermont and the bid sheet includes a cost line item *lump sum price* for cutting, removal and disposal of brush at an approved off-site location.

9. Common Excavation

Any excavation of riverbank soils shall be kept to a minimum to avoid impacting unmarked burials. All excavation areas are to be reviewed and monitored by VDHP Staff for protection of possible human remains and/or artifacts. Common excavation includes removal of channel bank soils (excluding brush and stumps in items 7 and 8) as necessary for the tie-back anchors and removal of the concrete footing wall sections at the base of the existing fishing access. The bid sheet includes

TECHNICAL SPECIFICATIONS

a cost line item *per cubic yard unit price* of common excavation with on-site placement. To the extent possible, excavated soil shall be cast on the bank above 98 ft m.s.l. (OHW) before placement of the rock rip-rap. Any excess shall be hauled off site for permanent disposal in a previously approved location. Off-site Hauling to be addressed in Bid Item # 11.

10. Dredged and/or Excavated River Sediments

The project will require dredging and/or excavating river sediments and muck from the channel bed below OHW for installation of the keyway and rock rip-rap bank revetment shown on the sketch plans, sections and details. As with Bid Item #9, all dredged and/or excavated river sediments shall be cast above OHW to the extent possible to infill and smooth the eroding bank slope prior to rock placement. Any excess shall be hauled off site for permanent disposal on an approved upland, non-wetland site. No dredged and/or excavated river sediments shall be disposed of in the channel of the Missisquoi River below 98 ft. m.s.l. The bid sheet includes a cost line item *per cubic yard unit price* of excavation of this type with on-site placement of materials. Any excess shall be hauled off site for permanent disposal in a previously approved location.

11. Off-Site Hauling (if required)

The bid sheet includes an “Off-site Hauling Rate” as a cost line item *per cubic yard unit price* for the hauling and appropriate disposal of any excess excavated, dredged, or river sediment materials that cannot be cast on the adjacent riverbank above OHW as part of backfilling and slope shaping/grading.

12. Furnish and Install VAOT Stone Fill Type II

The stone for the placed rock wall shall meet VAOT Specification 706.04(b).

<https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2018%20Standard%20Specifications%20for%20Construction.pdf>

The bid sheet includes a cost line item *per cubic yard unit price* furnished and installed.

13. Furnish and Install VAOT Stone Fill Type III

The stone for the placed rock wall shall meet VAOT Specification 706.04(c).

<https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2018%20Standard%20Specifications%20for%20Construction.pdf>

The bid sheet includes a cost line item *per cubic yard unit price* furnished and installed.

14. Furnish and Install VAOT Stone Fill Type IV

The stone for the placed rock wall shall meet VAOT Specification 706.04(d).

<https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2018%20Standard%20Specifications%20for%20Construction.pdf>

The bid sheet includes a cost line item *per cubic yard unit* furnished and installed.

(Note regarding Bid Items # 12-14: As referenced in Project Need, it is anticipated that the majority of rock placement shall occur from the access constructed at the base of the bank. To

TECHNICAL SPECIFICATIONS

facilitate final shaping and placement of the revetment, work from the top of bank is permitted but must occur from geo-textile fabric or timber crib mats placed on the existing ground surface. This work will be monitored by VDHP staff to prevent any subsurface disturbance that could affect unmarked burial locations.)

15. Finish Grade All Disturbed Soils

The disturbed on-site soils shall be regraded at the completion of the project prior to demobilization consisting of the final preparation of the site work areas and the application of topsoil, grubbing material, stockpiled sod, seed and mulch. Soil amendments are prohibited within 25' of the top of bank of the Missisquoi River.

The selected Contractor shall place vegetative turf establishment items on all cuts and fills within 48 hours of obtaining final grade, unless otherwise directed by State Staff. Vegetative turf establishment shall occur from May 1st to September 15th, inclusive, unless otherwise authorized under applicable permits and as directed by State Staff.

Any grubbing material placed on the higher elevations of stone in the placed rock wall shall be no lower than elevation 105' and consist of grubbed or stripped earth material containing roots of native riverbank vegetation that will promote the growth of vegetation. Grubbing material, from outside of the Project Limits, shall not contain any invasive plant materials on the State or Federal noxious weed lists on file with the Vermont Agency of Agriculture, Food and Markets. The bid sheet includes a line item cost *lump sum price* for the Project work.

16. STANDARD VAOT CONSTRUCTION SPECIFICATIONS

The Vermont Agency of Transportation (VAOT) *2018 Standard Specifications for Construction* <https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2018%20Standard%20Specifications%20for%20Construction.pdf> shall be used and applied to this VDHP Monument Road Project. If a discrepancy is identified between the design sketch plans and a VAOT Specification, the more stringent application of a design item and/or a Standard Specification shall be applied as directed by State Staff. Any questions, comments or suggestions related to the VAOT Specifications shall be submitted in writing to the State Staff for forwarding to VAOT Staff for a review and reply.

PLANS & DRAWINGS

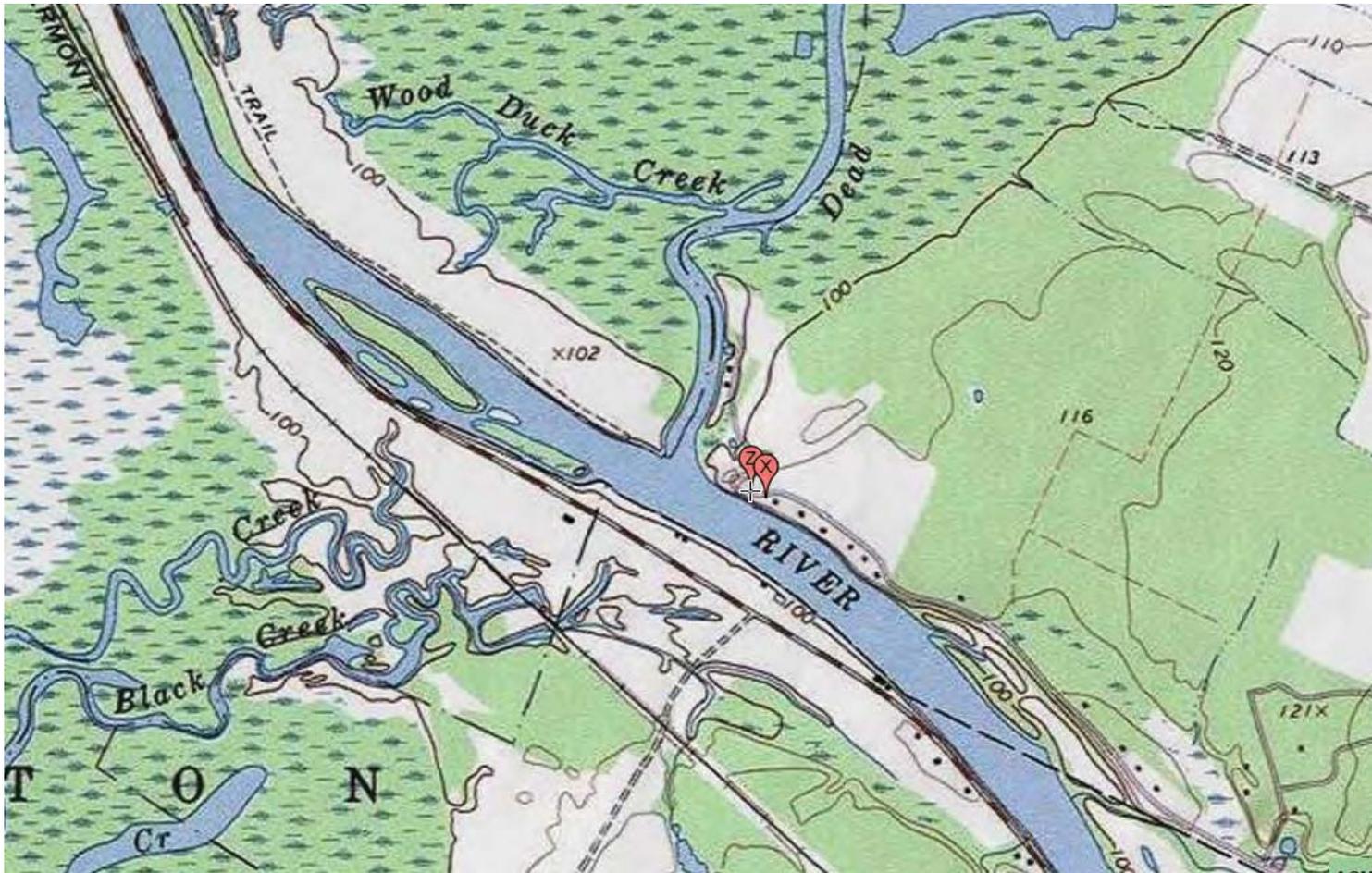


Figure 1. Site Location (X/Z), North Bank of the Missisquoi River, adjacent to Monument Road, Highgate, Vermont. Approximate upstream and downstream limits: N 44.94495, W -73.14454; N 44.94512, W -73.114502.

STATE HISTORIC SITE
MONUMENT RD, HIGHGATE, VT
MAY 4-5, 2018 FLOOD DAMAGE
BANK REVETMENT REPAIR

VT PERMITS
 1991: SA-6-0087
 2018: EPM-5-2018

1' TOPOGRAPHIC CONTOURS
 FROM VCGI LIDAR

END TOP OF
 PLACED ROCK
 WALL AT
 TOP OF SLOPE

TOWN ROAD
 RIGHT OF WAY

MONUMENT ROAD TH 35

EXISTING
 FISHING
 ACCESS
 RAMP FOR
 CONSTRUCTION

APPROX.
 PROPERTY
 BOUNDS FROM
 TAX MAPS

REMOVE
 CONCRETE
 REMAINS

← FLOW

MISSISSQUOI
 RIVER

NEW
 PLACED
 ROCK
 WALL
 310' ±
 12' W
 STONE
 CAUSEWAY
 FOR ACCESS
 AND KEY WAY
 FOR PLACED
 ROCK WALL
 TYPE IV 8'H

2' W
 TYPE II
 REP-RAP
 3' W
 TYPE III
 REP-RAP
 1.5/1

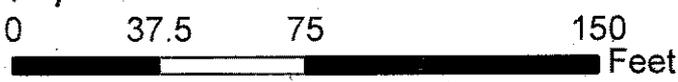
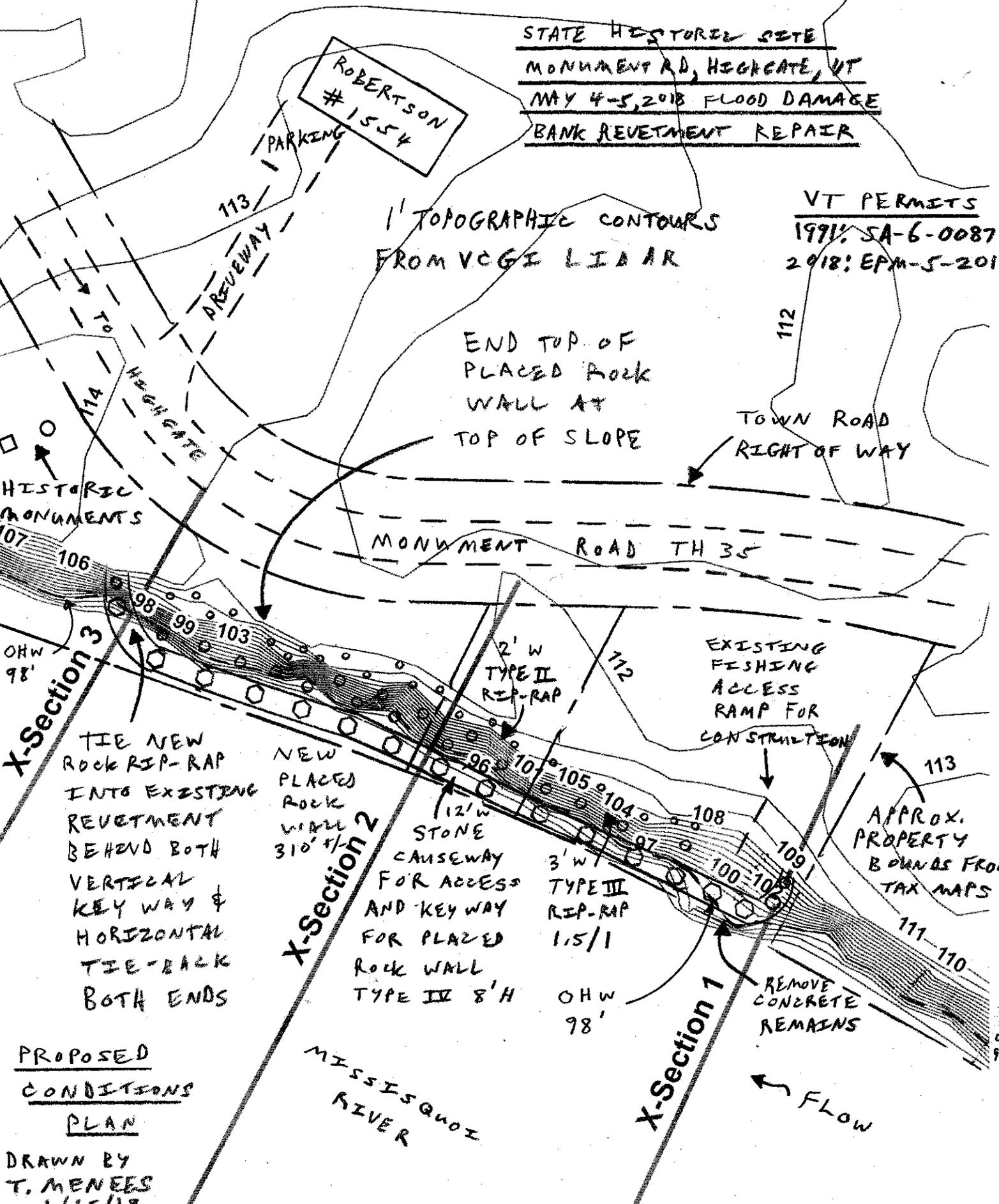
OHW
 98'

TIE NEW
 ROCK REP-RAP
 INTO EXISTING
 REVETMENT
 BEHIND BOTH
 VERTICAL
 KEY WAY &
 HORIZONTAL
 TIE-BACK
 BOTH ENDS

PROPOSED
CONDITIONS
PLAN

DRAWN BY
 T. MENEES
 1/15/19

REVS 8/16/19



1 inch = 50 feet

PG 1 OF 5

Page 82 of 89



PROPOSED BANK REVETMENT

Cross Section 1

VT PERMITS

1991; SA-6-0087

2018; EPM-5-2018

CROSS-SECTIONS FROM
1' TOPOGRAPHIC
CONTOUR DATA
FROM VEGE LIDAR

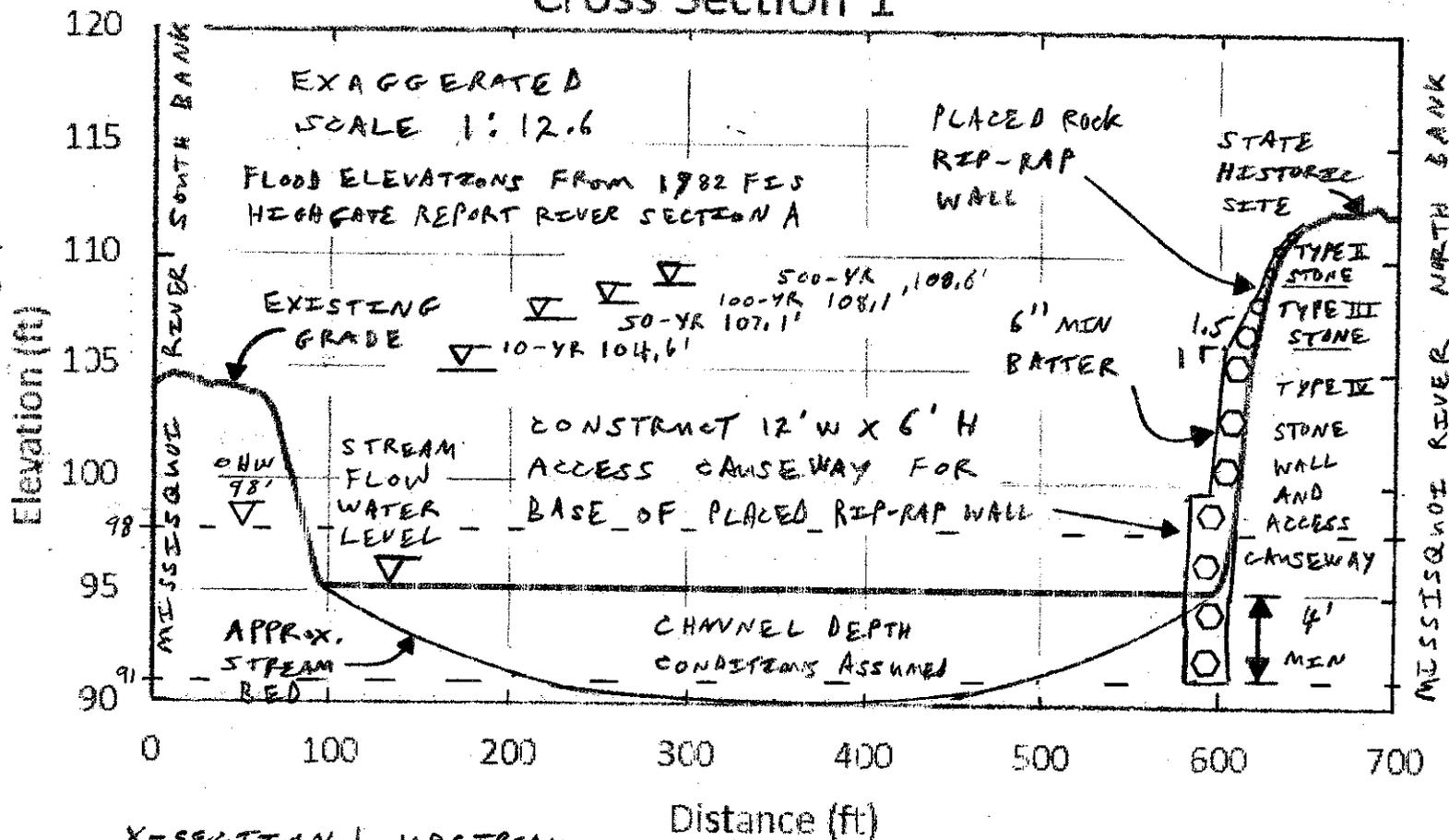
SEE PLACED RIP-RAP
WALL DETAIL FOR
SPECIFICATIONS

TIE 280' +/- NEW
ROCK RIP-RAP WALL
INTO EXISTING
REVEMENT BETWEEN
BOTH VERTICAL
KEY WAY AND
HORIZONTAL
TIE-BACK
BOTH ENDS

CONVERSION FACTOR
-0.43' X NGVD29
ELEVATION DATA
YIELDS NAVD88
VERTICAL DATUM

DRAWN BY
T. MENESS

1/15/19 REVISED 8/14/19



X-SECTION 1 UPSTREAM
OF EXISTING FISHING
ACCESS RAMP SEE PLAN

SEED AND MULCH ALL DISTURBED
SOILS AFTER WALL COMPLETION

Distance (ft)

STABILIZATION OF SOIL
MASS SLOPE FAILURE TO
PROTECT HISTORIC SITE
OF ABENAKE INDIAN
BURIAL GROUND AND FOR
FUTURE PUBLIC SAFETY
THREAT TO TOWN ROADWAY
INFRASTRUCTURE AND
ACCESS TO RESIDENTIAL DRIVES

STATE HISTORIC SITE
MONUMENT RD, HIGGATE, VT
MAY 4-5, 2018 FLOOD DAMAGE
BANK REVETMENT REPAIR

PROPOSED BANK REVETMENT

Cross Section 2

Project Background

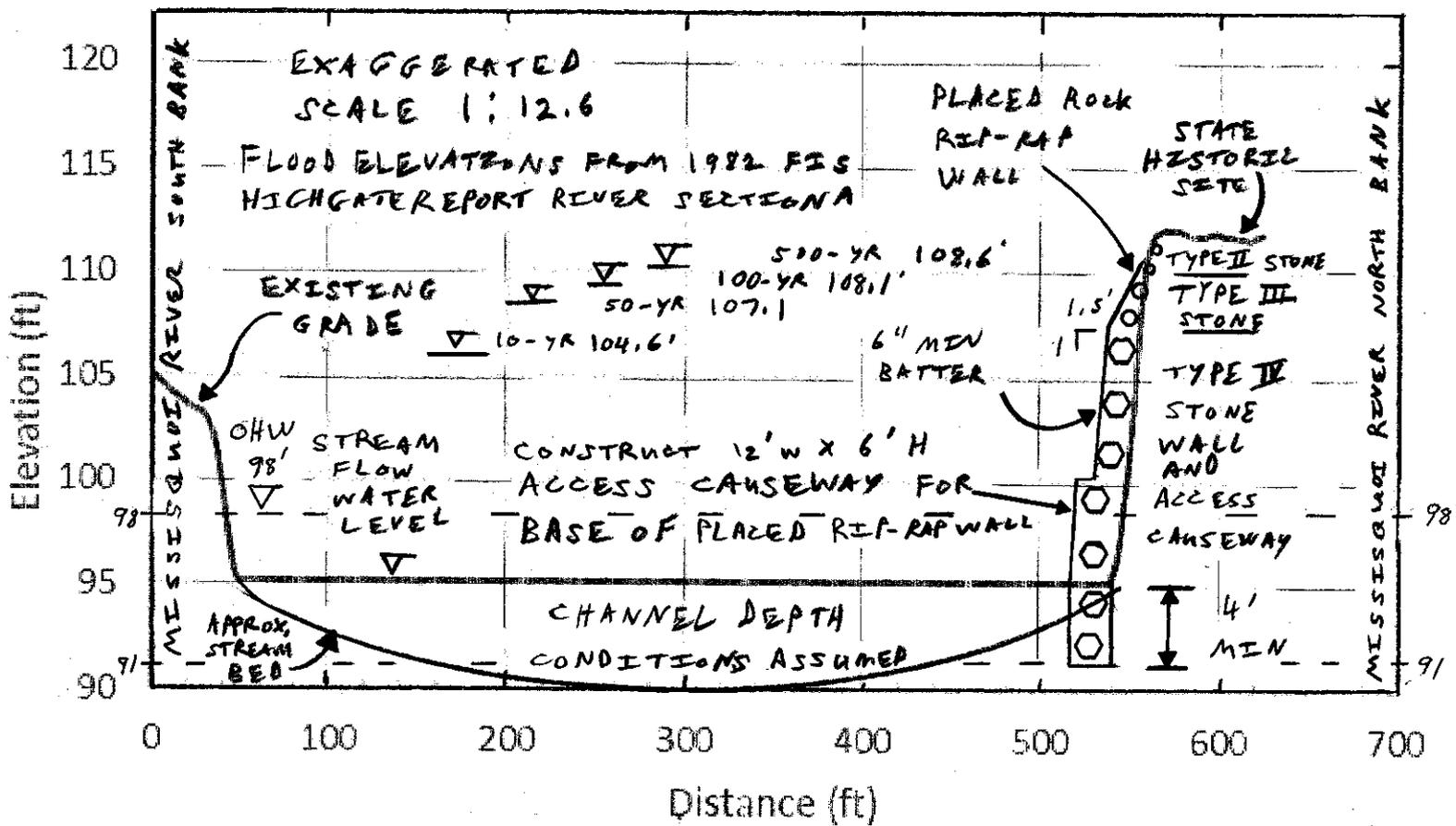
Human remains have been identified at this Abenaki Indian Burial Ground site but no surface indication of the presence are identified except the two monument structures. The burial grounds are significant culturally and historically for the local community.

Project Purpose

The project purpose is to protect the Abenaki Burial Grounds from further damage and to protect the public safety and the adjacent Monument Road Town Highway #35 from future flood damage.

Project Need

The intended Project outcome is to stabilize the soil mass slope failure in and adjacent to the Abenaki Burial Grounds. A Typical Placed Rip-Rap Wall Section standard detail shall be used to place rock bank revetment against the existing



soil slope to minimize soil disturbance on the surface where burial remains may be located but are in unknown locations.

Typically, rock rip-rap revetments are installed such that the rock is placed behind the existing river bank surface; however, this rock will be placed on the outside of the river bank surface to protect potential burial sites of unknown locations. The construction of this rock revetment envelope on the outside of the river bank will be accomplished by using the existing upstream fishing ramp for access by equipment and to move materials down the bank to the Missisquoi River.

CONVERSION FACTOR
 -0.43' X NAVD83
 ELEVATION DATA
 YIELDS NAVD88
 VERTICAL DATA

STATE HISTORIC SITE
MONUMENT RD, HIGHGATE, VT
 MAY 4-5, 2018 FLOOD DAMAGE
BANK REVETMENT REPAIR

CONSTRUCTION
 NOTES CONTINUED
 ON NEXT 2 PAGES

DRAWN BY
 T. MENEES

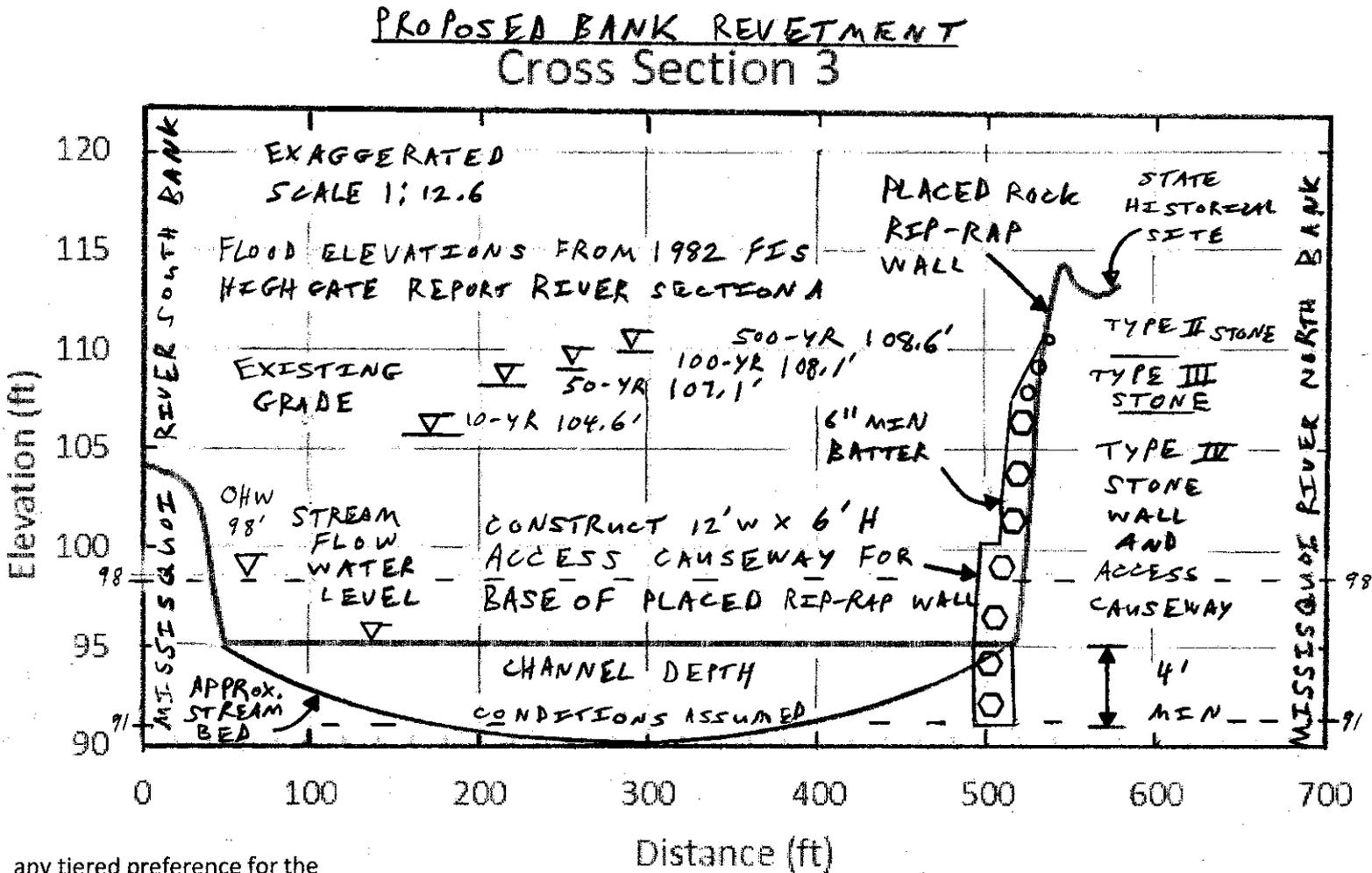
1/15/19 REVISED 8/16/19

Project Need (cont.)

The bank revetment will consist of constructing a rock rip-rap access causeway along the bottom of the river bank that will also serve as the access haul road for equipment and material. The rock rip-rap access causeway and vertical toe keyway and foundation for the vertical slope of the placed rip-rap wall and for equipment installing the horizontal tie-backs into the river bank to stabilize the mass slope failure.

Bypass of Water and Control of Sediment

Some suggested Means and Methods for Bypass of Water and Control of Sediment for in-stream wet work associated with this Stream Alteration Permit. The work shall be separated from the river flow to prevent turbidity and sedimentation in the Missisquoi River and Lake Champlain. This partial list is not in the order of what is preferred, and is not in



any tiered preference for the anticipated water depth.

- turbidity curtain
- sand bags
- bypass pumping turbid water to filter bag on land
- other?

Dredged and/or Excavated River Sediments

The project will require dredging and/or excavating river sediments from the channel bed and banks for installation of the rock rip-rap bank revetment shown on the sketch plans, sections and details. All dredged and/or excavated river sediments shall be hauled off site for permanent disposal on an approved upland, non-wetland site. No dredged and/or excavated river sediments shall be disposed of in the channel of the Missisquoi River.

CONVERSION FACTOR

-0.43' X NGVD29
ELEVATION DATA
YIELDS NAVD88
VERTICAL DATA

STATE HISTORIC SITE

MONUMENT RD, HIGHGATE, VT
MAY 4-5, 2018 FLOOD DAMAGE
BANK REVETMENT REPAIR

CONSTRUCTION

NOTES CONTINUED
ON LAST PAGE

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1/15/19 REV'D 2/14/19

CONSTRUCTION NOTES (CONT.)

Erosion Prevention and Sediment Control

Sediment washing into streams is one of the largest water quality problems in Vermont. Sediment can kill or weaken fish and other organisms and adversely impact aquatic habitat.

On most construction sites, vegetation that holds the soil in place and protects it from erosive forces of rain and runoff is removed, leaving large areas of soil exposed to the elements. During rainfall or snowmelt, the exposed soil may be easily eroded and transported to nearby streams, lakes, or wetlands.

To prevent this from happening, a small number of simple practices to prevent erosion and contain soil on the construction site must be used. These practices are outlined and discussed in the VT DEC 2006 *Low Risk Site Handbook for Erosion Prevention and Sediment Control* (the Handbook) and the VT DEC 2006 *Erosion Prevention and Sediment Control Field Guide* (the Field Guide) to describe the basic EPSC practices that can be implemented on a construction site. The selected contractor shall identify their staff who will be on the project and working as the On-Site EPSC Coordinator at the construction site to work with and report to State Program Staff on daily EPSC measures.

The Contractor's On-Site EPSC Coordinator at the construction site shall regularly inspect and repair/replace all sediment and erosion control measures identified in the EPSC Plan. Discharge locations must also be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to waters of the State. The Contractor's inspection reports shall be in writing, and copies kept onsite with your copies of the Handbook and Field Guide which will serve as the EPSC Plan for the site.

Only apply seed and mulch to disturbed soils within 25' of the river bank. Lime and fertilizer are prohibited within 25' of the top of the river bank to prevent nutrient runoff from entering the Missisquoi River and Lake Champlain. Lime and fertilizer shall be applied with seed and mulch to all disturbed soils on other landward areas involved in the Project.

Dewatering Operations and Discharges

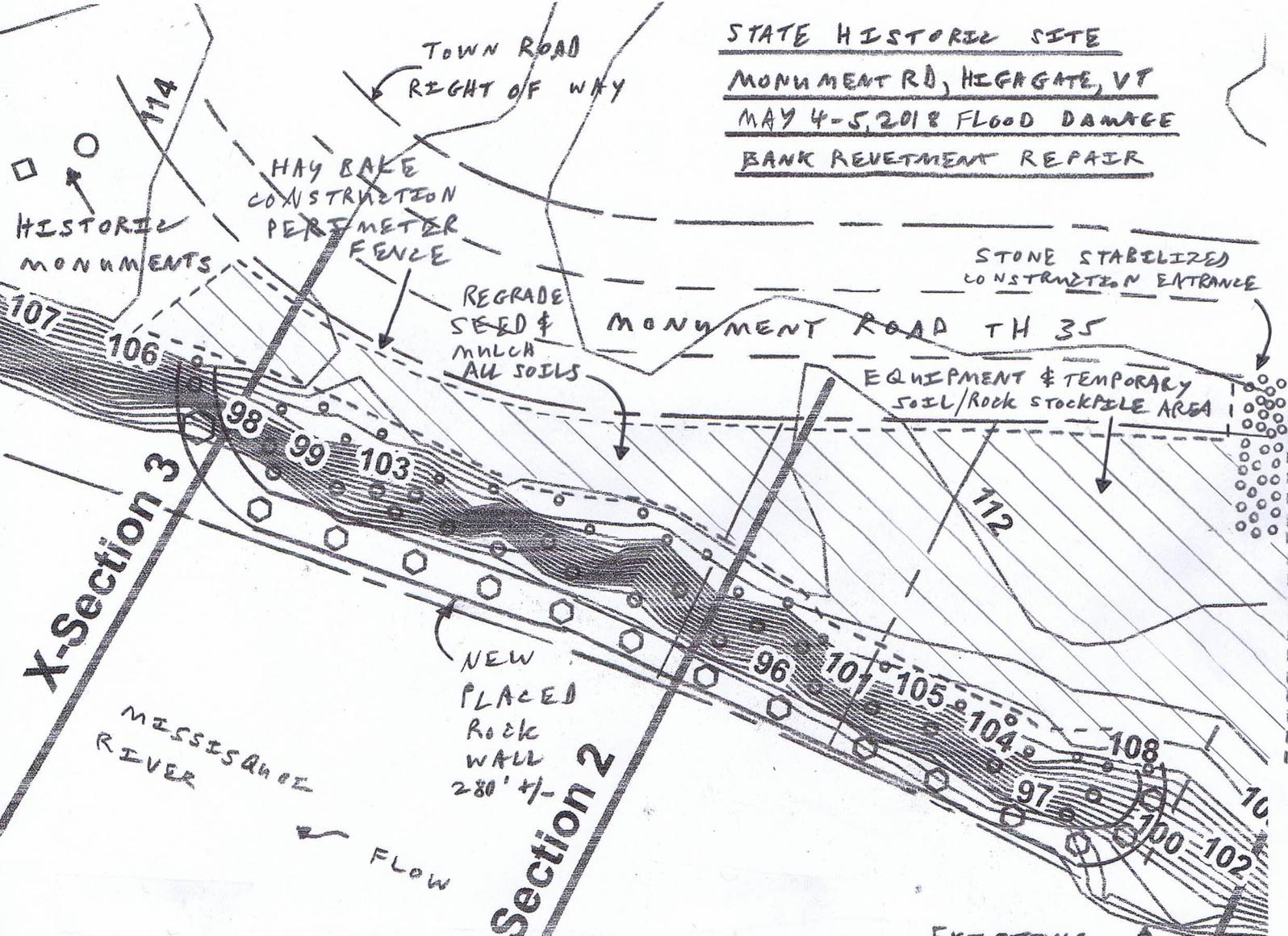
Water pumped from inside the turbidity filter water to a filter bag on land or other areas must not be pumped into storm sewers, streams, lakes, or wetlands unless sediment is removed prior to discharge. Discharges to streams, lakes, wetlands, or storm sewers needs to be part of the authorized EPSC Plan. Use sock filters or sediment filter bags on discharge pipes, discharge water into silt fence enclosures installed in vegetated areas away from waterways, or discharge water into a de-silting basin or frac-tank. Remove accumulated sediment after water has dispersed and stabilize and seed and mulch all disturbed soils in the discharge area. Dispose of sediment in areas where it will not wash into waterways, then grade the area and seed, lime, fertilize and mulch.

STATE HISTORIC SITE
MONUMENT RD, HIGHGATE, VT
MAY 4-5, 2018 FLOOD DAMAGE
BANK REVETMENT REPAIR

PG 5 OF 5

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1/15/19

STATE HISTORIC SITE
MONUMENT RD, HEAGATE, VT
MAY 4-5, 2018 FLOOD DAMAGE
BANK REVETMENT REPAIR



Erosion Prevention and Sediment Control (EPSC) Outline

This general EPSC outline is further detailed in the 2006 Vermont *Erosion Prevention and Sediment Control Field Guide* and the typical construction details in the guide are to be referred to for information for implementing the EPSC work.

- A. Construction Entrances and Dust Control
- B. Preserve Vegetated Buffers
- C. Divert Runoff Around Exposed Soils
- D. Use Silt Fence and Sediment Barriers
- E. Protect Slopes to Prevent Gullies
- F. Winter Construction Requirements
- G. Project Closeout
- H. Etc.



1 inch = ~~50~~⁴⁰ feet

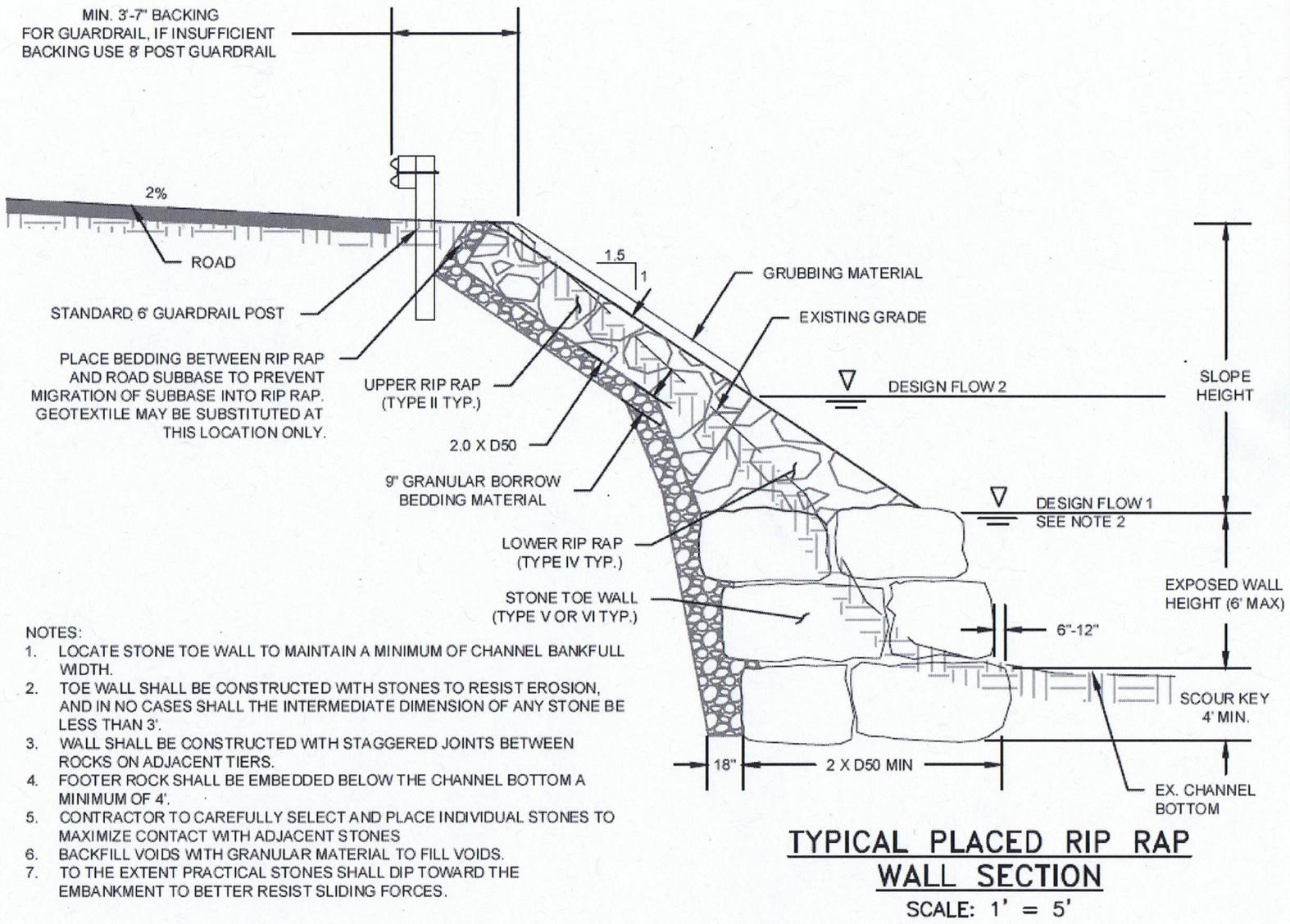
EROSION PREVENTION &
SEDIMENT CONTROL PLAN

DRAWN BY:

J. MENEESE 2/8/19

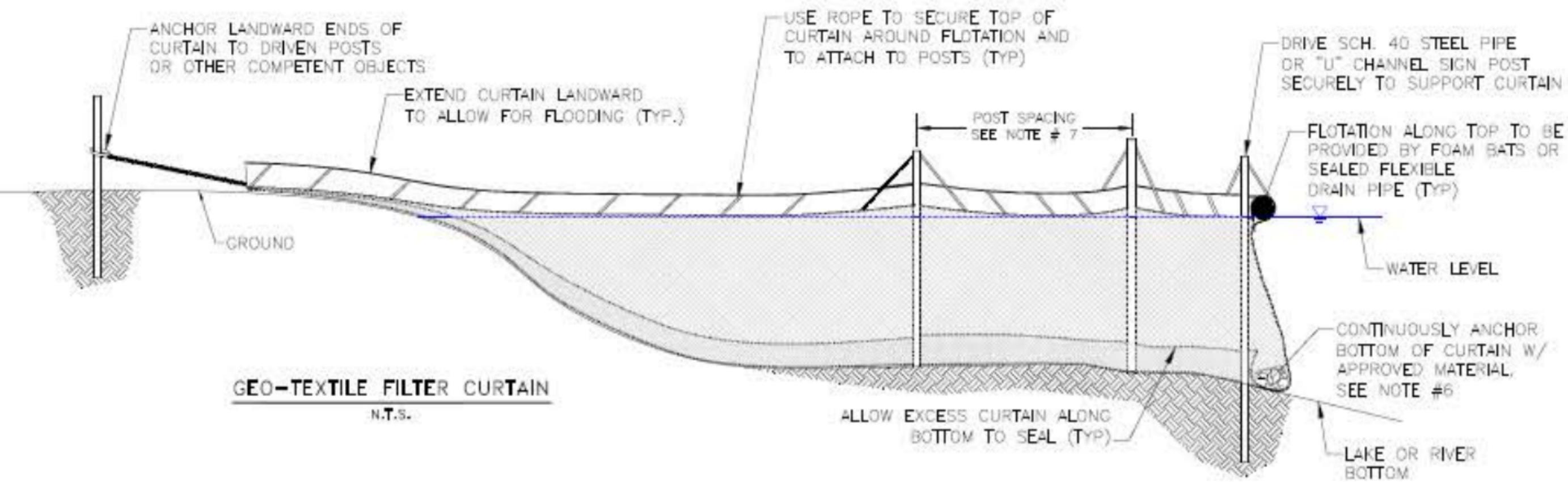
SEE NOTES ON PAGES 4 AND 5





- NOTES:
1. LOCATE STONE TOE WALL TO MAINTAIN A MINIMUM OF CHANNEL BANKFULL WIDTH.
 2. TOE WALL SHALL BE CONSTRUCTED WITH STONES TO RESIST EROSION, AND IN NO CASES SHALL THE INTERMEDIATE DIMENSION OF ANY STONE BE LESS THAN 3'.
 3. WALL SHALL BE CONSTRUCTED WITH STAGGERED JOINTS BETWEEN ROCKS ON ADJACENT TIERS.
 4. FOOTER ROCK SHALL BE EMBEDDED BELOW THE CHANNEL BOTTOM A MINIMUM OF 4'.
 5. CONTRACTOR TO CAREFULLY SELECT AND PLACE INDIVIDUAL STONES TO MAXIMIZE CONTACT WITH ADJACENT STONES
 6. BACKFILL VOIDS WITH GRANULAR MATERIAL TO FILL VOIDS.
 7. TO THE EXTENT PRACTICAL STONES SHALL DIP TOWARD THE EMBANKMENT TO BETTER RESIST SLIDING FORCES.

Figure 5.2-3: Placed riprap wall typical detail. (Source: Dubois & King and Milone & MacBroom, Inc., 5/1/2014)



FILTER CURTAIN NOTES:

1. Filter curtain shall be constructed and completely installed prior to starting any fill or excavation work in the water.
2. Placement of filter curtain shall allow a minimum of 10 feet between limit of excavation and curtain to prevent disturbance of curtain during work.
3. Prior to work in the water, the filter curtain shall be inspected and approved by the Engineer. Filter fabric shall be MIRAFL 140 N or approved equal.
4. When joining two pieces of filter fabric, overlap shall be at least 5 feet. Method of splicing shall be hand stitching, double row, or approved equal.
5. Continuous flotation along the top margin shall be provided by closed cell foam bats or flexible corrugated drain pipe sealed airtight, sized to account for wave and or current action.
6. Continuous sealing along the bottom shall be achieved by leaving excess fabric to be anchored with chain, concrete blocks, bricks, steel rod, cable and native material, as shown in the drawing. All non-native materials used for anchoring shall be completely removed after completion of the work.
7. The spacing of steel posts shall account for additional vertical and horizontal support of the curtain and for the forces of wind, waves and current.
8. After completion of the work in the water, the filter curtain shall remain in place until turbidity inside the curtain is equal to that outside.
9. Carefully remove the filter curtain to minimize disturbance of the lake or river bottom.