

## **Notice of Amendment #1 to Burlington International Airport RFP for North Hangar Roof Replacement**

- Please note the date of proposals due has changed to Friday, October 12, 2018 at 10:00am(EST). This change is listed in the following
  - Cover Page
  - Section 4.0 Submission of Proposals
  - Section 9.0 Respondent Communications with BTV



**Burlington International Airport  
South Burlington, Vermont**

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**REQUEST FOR PROPOSALS  
("RFP")**

**For**

**North Hangar Roof Replacement**

# Proposals Due **October 12, 2018**

October 2, 2018



## Request for Qualifications for Trade Services

**Date:** October 2, 2018  
**TO:** Open Invitation  
**FROM:** Burlington International Airport  
**RE:** North Hangar Roof Replacement  
1150 Airport Drive

### 1.0 Background

BTV is a municipal department of the City of Burlington, Vermont. BTV serves over 1.2 million users annually including passengers, employees and visitors. The Airport serves as the main gateway to the State of Vermont, and the terminal facilities reflect the unique character and charm of the state. BTV has visitors from virtually every state and country including a strong French Canadian passenger base of approximately 5 - 20%. The heavily populated area of the French speaking province of Quebec, Canada, including the City of Montreal, is less than a 2 hour drive from the Airport and it is a goal of BTV to ensure that our French speaking visitors feel as welcome as possible.

Currently, BTV is comprised of a main terminal of approximately 190,000 square feet including five (5) gates with passenger loading bridges and security screening in the North Concourse, and five (5) gates with passenger loading bridges and security screening in the South Concourse. The main entrance to BTV includes ticket counters, car rental counters, and a baggage claim area, and in addition, the Airport has a multilevel parking garage with 2,600 public parking spaces connected to the terminals via two skywalks. JetBlue, United Airlines, Delta Air Lines and American Airlines currently operate from BTV and provide direct service to 11 cities. In addition, during winter months, service to and from Billy Bishop Toronto City Airport is provided by Porter Airlines.

BTV also houses a Greyhound Bus terminal from which service is provided to Montreal and Boston, and seven (7) on site national brand car rental agencies, currently including Avis Rent-A-Car, Budget Rent-A-Car, National Rent-A-Car, Alamo Rent-A-Car, Enterprise Rent-A-Car, Hertz Rent-A-Car, and Dollar Rent-A-Car. The Federal Aviation Administration (FAA) classifies BTV as a small hub airport. The airlines operate approximately 30 daily scheduled departures. In 2015, there were approximately 1.2 million passengers at BTV, a number that is projected to increase at an average annual rate of 1.5% through 2022.

*Note: These are projections only. BTV does not guarantee their accuracy.*

## 2.0 Purpose

The City of Burlington, acting by and through its Board of Airport Commissioners and its City Council (hereinafter referred to as the “City” or “BTV”), hereby issues this request for proposals (“RFP”) from all interested and qualified contractors for the replacement of the roof at the North Hangar located at 1150 Airport Drive, South Burlington, Vermont. It is the intent of the City to execute a contract with the selected contractor (hereinafter “Contractor”) once approved by the City Council. This contract will be effective from the date of execution and terminate upon completion of the project which is expected to happen no later than August 31, 2019.

## 3.0 Scope of Work

The following scope is an outline only and it is expected that the Contractor will provide additional recommendations for the successful completion of the project. It is expected that all entities that respond to this RFP will inspect and review the facility/site prior to providing their bid to ensure it covers all costs of completion.

Duties required of the Contractor include but are not limited to:

### **Replace entire roof on schedule provided below;**

A. Large Main High Portion	Approx:	23,000 sf
B. West Portion	Approx:	6,700 sf
<u>C. North Portion</u>	<u>Approx:</u>	<u>3,300 sf</u>
Total	Approx:	33,000 sf

All areas need to be verified by the proposer.

### **Schedule:**

- A. Large Main High Portion – to be completed by December 31, 2018

- B. West Portion – to be completed between July 1, 2019 and August 31, 2019
- C. North Portion – to be co completed between July 1, 2019 and August 31, 2019

Install 5” of R-30 insulation to the existing roof;  
Place new .060 TPO white membrane mechanically fastened roof;  
Place new 26 gauge coated galvanized steel edge on all perimeters;  
Place flashing on all HVAC and vents;  
Provide required manufactures inspections with 20 year warranty; and  
Provide a schedule of values for invoice/payment planning.

All work will be performed in accordance with all applicable safety and manufactures requirements.

Please provide material manufactures information with the proposal.

#### **4.0 Submission of Proposal**

Proposals must be prepared, in duplicate and signed by an authorized official, enclosed in a sealed envelope or package, identified as follows, and mailed or delivered so as to be received by the Director of Aviation, Burlington International Airport, not later than **10:00 am (EST) on October 12, 2018:**

Proposal for North Hangar Roof Replacement

TO: Director of Aviation  
1200 Airport Drive, Suite 1  
South Burlington, VT 05403

No responsibility will attach for premature opening of proposals not properly labeled.

Proposals may be withdrawn at any time prior to the time set for the receipt of proposals, provided notice of withdrawal is in writing and received by the Director of Aviation prior to **10:00 a.m. (EST), October 12, 2018.** Negligence on the part of a proponent in preparing its proposal confers no right of withdrawal or modification of its proposal after the time for receipt of proposals. No proponent may withdraw its proposal for a period of sixty (60) days after the date for opening thereof.

Copies of this RFP may be obtained from the Office of the Director of Aviation, Burlington International Airport, on our website or by telephoning (802) 863-2874. The City reserves the right in its sole discretion to reject any and all bid proposals or to accept any bid proposals deemed advantageous to it, notwithstanding any timelines set forth herein or minor irregularities in the submission.

Proposals or modifications thereto received pursuant to this RFP subsequent to the above date and time will be returned to the proponent unopened. Submission of a proposal shall constitute a valid offer, which may be accepted by the City for a period of sixty (60) days following the due date for submission of proposals. It is essential that the information and requirements of this RFP be studied carefully and be adhered to by proponent in the preparation and submission of proposals.

## **5.0 Insurance coverage as necessary and Indemnification**

- 5.1. The Contractor must provide the City with Certificates of Insurance in at least the following types and amounts, if necessary based on the level of service:
  - A. Workers Compensation (per statute) and Employers Liability with policy limits of \$500,000 each Accident, \$500,000 Each Disease/each employee, \$500,000 Each Disease/policy limit.
  - B. Comprehensive General Liability with policy limits or \$1,000,000 each event and a \$2,000,000 annual aggregate.
  - C. Auto Liability Insurance with limits of \$1,000,000 combined single limit (to include owned and non-owned autos).
  - D. Business Services Bond: Contractor's employees must be bonded for a minimum of One Hundred Thousand Dollars (\$100,000.00) against theft of property belonging to the City, Airport or any concessionaire or tenant.
  - E. Umbrella Liability limits of \$1,000,000 each event/ \$1,000,000 annual aggregate.
  
- 5.2. Contractor further agrees that with respect to the above-required insurances, the City of Burlington shall:
  - A. Be named as additional insured on a primary non-contributory basis as its interest may appear on all liability policies with an exception of workers' compensation, however, City shall have no liability for any premiums charged for such coverage, and the inclusion of City as an additional insured is not intended to and shall not, make the City a partner of joint venture with Contractor in its operations at the Airport.
  - B. Be provided with a waiver of subrogation for workers' compensation
  - C. Be provided by Contractor with a thirty (30) day advance notice, in writing, of cancellation or material change.
  - D. Be provided with Certificates of Insurance evidencing the above-required insurances, prior to the commencement of this Agreement and every year thereafter. Said notices and certificates of insurance shall be provided to the Director of Aviation. The City shall have the right to examine the required insurance policies upon reasonable notice to Contractor.
  
- 5.3. If, the City determines that it is desirable for Contractor to maintain insurance with coverage limits lower or higher than the foregoing limits, within thirty (30) days after the City's request therefore, Contractor shall procure and maintain insurance policies whose limits are not less than those required by the City; provided, however that such determination by the City shall not be unreasonable, and made in good faith.

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

## **6.0 Scope of Proposed Operation**

The Contractor shall be required to provide labor and specified equipment, supplies and materials required to complete the services in an acceptable manner.

Work must be performed in the most professional manner with the highest standard of workmanship and in accordance with the conditions to be set forth in the contract. The Airport will expect that the employees engaged by the Contractor will do so in a manner that is pleasant to and respectful of the Airport's employees, the employees of other Airport concessionaires and contractors and the general public utilizing the Airport. It will also expect that employees chosen to work under the contract at the Airport will be chosen on the basis of equal opportunity and the absence of any form of impermissible discrimination based upon protected characteristics. The Contractor will provide that the Airport shall have the right to terminate the contract if these requirements are not met. Contractor shall also be familiar with the City's Livable Wage, Union Deterrence and Outsourcing Ordinances and compliance will be expected with all requirements thereof.

The Contractor and all work performed must be in compliance local, state, and federal law, and specifically in compliance with the provisions of Title 10, Chapter 159 of the Vermont Statutes Annotated, and all regulations promulgated thereunder, all at Contractor's sole expense.

The Contractor's employees must be able to attend and receive the appropriate clearances to work in certain areas of the facility that will require a badge. This includes but is not limited to a. pass a security threat assessment from the TSA, b. pass an FBI criminal record check, c. complete a security identification display area class and pass the corresponding exam. d. pass a driving course, if applicable, and pay appropriate fees. Please reference the airport website for further details on security requirements.

Bidders are advised that the contractor is required to comply with the City of Burlington's livable wage ordinance. An employee of a covered contractor must be paid the livable wage during the period of time he or she spends on furnishing services funded by the City. Covered employers must agree to the payment of the livable wage as a condition of entering into a covered service contract with the City. A covered employer who violates the livable wage ordinance may be barred from receiving a contract or grant from the City for a period of up to two years and may be subject to other civil enforcement remedies. Please see livable wage ordinance for a more detailed description of its

requirements. The ordinance may be found at BCO Sections 21-80 – 21-89 of the Burlington Code of Ordinances.

Bidders will also be required to comply with all other relevant and applicable City Ordinances and local, state, and federal laws and regulations.

## **7.0 Requirements for the Proposal**

The precise format and content of the proposal is left to the discretion of each respondent. In order, however, to assure uniformity in the submissions, each proposal should, at a minimum, provide the following information in the order listed below:

- A. Applicant Resume(s) (including any sub-contractors)
- B. Qualifications Narrative (including any sub-contractors)
  - a. Identify any and all Areas of Expertise in which the Applicant has successful experience for the requested Services.
- C. Three (2) Client References
  - a. Client references must be for similar services to those identified in this RFP.
  - b. The City of Burlington may NOT be included as a reference.
  - c. Please include the following information for each reference:
    - (a) Firm Name, if applicable
    - (b) Contact Person
    - (c) Address, Phone Number, and Email Address for Contact Person
    - (d) Year of Service
    - (e) Description of Service
- D. Work Samples
  - a. Samples of work must be for similar services to those identified in this RFP.
- E. Fee Schedule (for the term of the contract)

Respondents must demonstrate the ability to provide the services as described in Section 3.0, must meet all minimum criteria, and must submit a complete proposal. All proposers submitting a proposal must be able to comply with all Vermont Laws and relevant City of Burlington Ordinances.

Each respondent to this RFP shall provide a comprehensive expression of the manner in which it will to completely meet or exceed the requirements of the Airport.

Each Contractor (respondent) may furnish any additional data, exhibits, statements, and drawings, which the proponent believes, will help ensure total understanding and evaluation of its proposal by City.

It is not the intent of this RFP to prohibit or discourage any respondents from submitting a proposal which is based upon its trade experience as to the scope of business operation to be undertaken and as to the manner in which such operation is to be conducted. All respondents are advised, however, that any major deviation from the specifications of this RFP may not be accepted. Further, the City reserves the right to

reject any offer which does not provide that the respondent will agree to changes in its contemplated manner of operation if the City deems such action reasonably necessary. Proposals that do not contain the information requested may be rejected without further consideration.

## **8.0 Evaluation Process**

**8.1** A team of reviewers will rate qualified and responsive proposals. The review team will recommend finalists for final review and a preliminary selection of a firm will be awarded on or around mid to late October.

The project award will be made (in BTV's sole discretion) to either the best proposal or the lowest responsive AND qualified proposer for the services proposed. Respondents not selected will be notified in writing of the selection outcome. BTV will execute a contract agreement with the Contractor, subject to BTV's Board of Airport Commissioners', the Burlington Board of Finance, and the Burlington City Council's ultimate approval.

### **8.2 Evaluation Criteria**

Proposals will be ranked based upon the merits of the written proposal and the qualifications and experience of the Respondent's team. Each reviewer will award a score based on a 200-point total as follows:

- Qualifications and previous related work of key personnel. 10
- Depth of relevant technical expertise of the team with efforts of this type. 10
- Price based on fee schedule 50
- Ability to meet timeframe and budget required to complete the work and/or phasing of deliverables. 20
- Quality of sample materials and qualifications package submittal. 10
- TOTAL 100

The Contractor will ultimately perform the repair work as agreed upon in a final negotiated contract. If BTV and the Contractor are unable to agree on terms and conditions, BTV may exercise its right to negotiate with others.

Respondents acknowledge through their participation in this RFP that their selection or rejection is not subject to protest or contest.

## **9.0 Respondent Communications with BTV**

Any questions regarding the submittal process and/or the technical aspects of the project may be made via e-mail to Larry Lackey at [llackey@btv.aero](mailto:llackey@btv.aero). Only e-mail communications will be accepted. Questions and requests for clarification should be received no later than noon seven (7) days in advance of the proposal due date (October 12, 2018). All responses to the questions and requests for clarification will be



posted to [www.btv.aero](http://www.btv.aero) as an amendment to the RFP by October 9, 2018. The Airport shall be under no obligation to respond to questions or requests for clarification submitted after the deadline referenced above. Any submission received after the deadline will be returned unopened.

## **10.0 Payment Information**

Payment to or by the City for the services will be done pursuant to a written agreement.

## **11.0 Terms and Conditions**

All facts and opinions stated within this RFP and in all supporting documents and data are based on available information from a variety of sources. Additional information may be made available via written addenda throughout the RFP process. No representation or warranty is made with respect thereto.

- A. Respondents to this RFP shall be responsible for the accuracy of the information they provide to BTV.
- B. BTV reserves the right to reject any and all submittals, to waive minor irregularities in any submittal, to issue additional RFPs, and to either substantially modify or terminate the RFP at any time prior to final execution of an agreement with a chosen respondent.
- C. BTV shall not be responsible for any costs incurred by respondent(s) in preparing, submitting, or presenting its response to the RFP or to the follow up interview process.
- D. Nothing contained herein shall require BTV to enter into exclusive negotiations and BTV reserves the right to amend, alter and revise its own criteria in the selection of a respondent without notice.
- E. BTV reserves the right, in its sole discretion, to request clarification of information submitted and to request additional information from any respondent.
- F. BTV may not accept any submittal after the time and date specified herein.
- G. In the interest of a fair and equitable process, BTV retains the sole responsibility to determine the timing, arrangement and method of proposal presentations throughout the selection process.
- H. If negotiations are not completed with the top ranked respondent, negotiations may proceed with the next most qualified respondent.
- I. Upon selection of a qualified respondent through the RFP process, BTV shall enter into an Agreement for services (based on an approved scope of services and budget) with the Contractor on terms and conditions acceptable to BTV. Until execution of an agreement, BTV reserves the right to cease negotiations and to start the RFP process again.
- J. All submittals will become the property of BTV and will become public documents subject to public disclosure with limited exceptions. Proposals submitted under the RFP process shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public. Portions of a proposal that are confidential or proprietary in nature must be clearly designated as such.

- K. BTV encourages submittals from respondents that demonstrate a commitment to equal employment opportunity. Minority and women owned businesses are encouraged to apply.

## **12.0 Disclaimer**

This RFP does not commit BTV to pay any costs incurred by any proposer in the submission of a response. Respondents are responsible for all costs associated with responding to this RFP. BTV reserves the right to reject any or all responses at any time with no penalty, and to waive immaterial defects and minor irregularities in responses. All materials submitted in response to this RFP will become the property of BTV upon delivery. An addendum will be issued should it become necessary to revise any part of this RFP.

## **13.0 Limits of Liability**

BTV assumes no responsibility or liability for costs incurred by proposers in responding to the RFP, or in responding to any further request for interviews, additional data, etc., prior to the issuance of a contract.

## **14.0 Acceptance & Rejection of Proposals**

BTV reserves the right to reject any and all proposals submitted in response to this RFP.

## **15.0 Statutory & Other Requirements**

This project may be funded with public funds and if so, will require compliance with all federal, state and local rules and regulations including, but not limited to:

### Civil Rights & Equal Employment Opportunity

Respondent shall not discriminate on the basis of race, color, national origin, sex, physical disability or veteran status in the award and performance of assisted contracts.

### DBE Obligation.

Respondent agrees to assure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds.

### Debarment/Suspension Certifications E.O. 12549.

Agency specific regulations (e.g., HUD grants, see 24 CFR 85.35 and Part 24; EPA grants, see 40 CFR Part 32).

### Livable Wage Ordinance City of Burlington Code of Ordinances 21-80 et seq.

Requires payment of an annually adjusted "livable wage" to employees working on the project.

### Waste Management

Respondent at its sole expense shall comply with all local, state, and federal laws and regulations pertaining to waste management, including specifically the applicable provisions of Title 10, Chapter 159 of the Vermont Statutes Annotated, and any applicable regulations promulgated thereunder.

Lobbying. For any Agreement exceeding one hundred thousand dollars, the Respondent certifies by signing any agreement with the Airport that to the best of their knowledge and belief on behalf of their signature:

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

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

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

Child support payments.

By signing any Agreement with the Airport, respondent will certify, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the respondent is a sole proprietorship, the respondent's statement applies only to the proprietor. If the respondent is a partnership, the respondent's statement applies to all general partners with a permanent residence in Vermont. If the respondent is a corporation, this provision does not apply.

Tax requirements.

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

Energy Conservation.

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

## **16.0 Public Records Policy**

Due regard will be given for the protection of proprietary information contained in all proposals received; however, respondents should be aware that all materials associated with the procurement are subject to the terms of the Vermont Access to Public Records Act (1.V.S.A. Ch. 5, Subchapter 3) and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for respondents to merely state generally that the proposal is proprietary in nature and not subject to the release to third parties. Those particular pages or sections of their proposal that respondent believes to be proprietary and of a trade secret nature must be specifically identified and must be separated from other sections or pages of their proposal and BTV will take said information into consideration if a public records request for the proposal is made. However, BTV cannot insure said information will not ultimately be subject to public disclosure.

## **17.0 Amendments to RFP**

It is respondent's responsibility to review the Airport's web site, [www.btv.aero](http://www.btv.aero) and ascertain whether any amendments have been made prior to submission of a proposal. A respondent who does not have access to the Internet must notify BTV that respondent wishes to receive copies of changes, amendments, or written responses to questions by mail. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP — if any — shall be made in writing only.

**ATTACHMENT A**

**SAMPLE CONTRACT  
FORM**

***DRAFT AGREEMENT***  
**by and between**  
**the CITY OF BURLINGTON, BURLINGTON INTERNATIONAL AIRPORT and**  
**‘CONTRACTOR’**

This Agreement is made July \_\_\_, 2018 by and between the City of Burlington, Burlington International Airport, with its principal place of business at 1200 Airport Drive, South Burlington, VT 05403, hereinafter called “BIA” or “Municipality” and “**Contractor**”, a corporation with its principal place of business at “**Location**” hereinafter “Contractor” (together sometimes referred to as “Parties”).

WHEREAS, BIA and Contractor wish to enter into this Agreement for the ‘**DESCRIPTION OF WORK**’ described in Attachment A, and agree that the terms and conditions herein shall govern this Agreement.

NOW THEREFORE, BIA and Contractor, in consideration of the mutual promises and covenants contained herein, agree as follows:

1. **Applicability.** This Agreement shall exclusively govern Contractor’s services with respect to ‘**DESCRIPTION OF WORK**’, as more fully described in Attachment A. Actual area sf of material to be determined. This Agreement has no bearing on, and does not supersede any other contracts or agreements between the City of Burlington and Contractor unrelated to the scope of the above specified project.
2. **Termination.** All work under this Agreement shall be completed and invoiced on or before ‘**CONTRACT END DATE**’ unless this Agreement is otherwise terminated.
3. **Contractor’s General Obligations.** Contractor will have ‘**DESCRIPTION OF WORK**’ completed and invoiced by ‘**CONTRACT END DATE**’ as more fully described in Attachment A, which is attached hereto and incorporated herein. Actual area sf of material to be determined. Contractor will assume responsibility for the general supervision of work performed under this Agreement, including that of any subcontractors, and shall be responsible for safety on the site and protection of the public and property adjacent to a site, as well as all

procedures, standards, methods of analysis, interpretations, conclusions and the contents of the work performed under this Agreement. Contractor will be responsible for obtaining all required permits, clearances and authorizations for site investigation activities.

- 4. Standard of Care.** Contractor shall perform its services hereunder in accordance with applicable standards of professional care and shall conform to generally accepted practices of professionals (including engineers, hydrologists, geologists, and scientists) providing similar services in the same geographic area under similar circumstances.
- 5. Invoices; Payment Procedures.** Contractor shall submit monthly invoice statements to BIA including a detailed breakdown by task in the proposal for individual staff hours and rates, equipment usage and rates, subcontracted services and markup, and other itemized charges. BIA reserves the right to request supplemental information regarding monthly statements. Monthly statements shall be accompanied by a brief narrative progress report describing work completed and remaining. Payments shall be one hundred percent (100%) of the amount expended during the invoice period. BIA will seek to make payments on a Net 30 day's basis upon satisfactory review of the monthly billing and progress report. Should Contractor fail to comply with the terms of this Agreement BIA may withhold payment until such time as Contractor has met its obligations. The final invoice will be paid upon completion of Contractor obligations and acceptance by BIA. Contractor shall not exceed the amount in Contractor's proposal (Attachment A) without prior written approval.
- 6. Insurance.** Contractor will secure and shall at all times maintain in full force and effect insurance as described in Attachment B, which is attached hereto and incorporated herein in its entirety.
- 7. Compliance with Laws.** Contractor and any subcontractors shall comply with all applicable laws, statutes, ordinance, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof, as more fully described in Attachment B. This Agreement shall be governed by and enforceable under the laws of the State of Vermont.
- 8. Severability.** The provisions of this Agreement and Attachments are severable. Should one or more provisions be unenforceable, all other provisions will remain in full force and effect.
- 9. Entire Agreement.** This Agreement and Attachments constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement; and any amendment to this Agreement or Attachments must be in writing and executed by the parties to be bound by it. If any term of this Agreement or Attachments is found to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the Parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement or Attachment, and the other provisions of this Agreement and Attachments shall remain in full force and effect.
- 10. Section Headings.** The section headings of this Agreement and Attachments have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of

this Agreement or Attachments.

- 11. Arm's Length.** This Agreement has been negotiated at arm's length, and in the event of any ambiguity in any of the terms and provisions, this Agreement or Attachments shall be interpreted in accordance with the intent of the parties and shall not be interpreted against or in favor of either BIA or Contractor.
- 12. Binding Contract.** Each Party acknowledges that neither party has provided any legal advice to the other regarding the transaction contemplated hereby or in connection with the execution of this Agreement or Attachments, and each of BIA and Contractor has had the full opportunity to avail itself of legal and financial representation. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 13. Execution.** This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.
- 14. Benefit of the Parties.** This Agreement is made solely and specifically between and for the benefit of the Parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to successors and assigns, and except as otherwise expressly set forth herein, no other person, individual, corporation or entity, whatsoever, shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

**Burlington International Airport  
Gene Richards  
Director of Aviation**

**'CONTRACTOR'**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# **DRAFT AGREEMENT ATTACHMENT A**

## **Standard Contract Provisions**

### ***SECTION 1. INDEMNIFICATION***

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

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

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

### ***SECTION 2. INSURANCE***

**A. GENERAL:** Prior to beginning any work the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater ([www.ambest.com](http://www.ambest.com)). The certificate of insurance coverage shall be documented on forms acceptable to the Municipality. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised

without thirty (30) days prior notice to the Municipality. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of workers compensation) shall name the Municipality as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. It is agreed that the liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

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

- (a) All subcontractors, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all subcontractors, agents or workers. Subcontractors must comply with the same insurance requirements as the Contractor.
- (b) Contractor is required to secure pollution liability coverage or its equivalent, at a limit no less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate to include coverage if hazardous removal is to be removed or transported and Contractor must name the Municipality as an additional insured.
- (c) All work activities related to the agreement shall meet minimum coverages and limits.

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

**B. GENERAL LIABILITY AND PROPERTY DAMAGE:**

- (a) With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:
  - 1. Premises Operations
  - 2. Independent Contractors' Protective
  - 3. Products and Completed Operations
  - 4. Personal Injury Liability
  - 5. Contractual Liability
  - 6. Broad Form Property Damage
  - 7. Medical Expenses
  - 8. Collapse, Underground and Explosion Hazards
- (b) The policy shall be on an occurrence form with limits not less than:
  - 1. General Aggregate \$2,000,000

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

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

Minimum limits for Employer's Liability:

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

**D. PROFESSIONAL LIABILITY INSURANCE:**

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

\$2,000,000 - Annual Aggregate  
\$1,000,000 - Per Occurrence

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

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

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

Valuable Papers	\$10,000
Electronic Data Media	\$10,000

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

**G. UMBRELLA LIABILITY:**

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

**SECTION 3. COMPLIANCE WITH LAWS**

**A. GENERAL COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage, Union Deterrence and Outsourcing Ordinances where applicable (Appendix A). Certifications must be provided prior to the commencement of the Agreement.

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

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

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

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

to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

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

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

Exceptions will not necessarily result in denial of the Contract but will be considered in determining the Contractor's responsibility. The Agreement shall indicate any exception and identify to whom or to what Municipality it applies and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.
- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying," if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.

- (c) They shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

**I. FEDERAL AVIATION PROVISIONS:** The Contractor must insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement) and incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

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

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

- (b) **Compliance with Nondiscrimination Requirements:** During the performance of the Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor” for this section), agrees as follows:
- i. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - ii. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - iii. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - iv. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  - v. **Sanctions for Noncompliance:** In the event of a Contractor’s

noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or part.

vi. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);



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

#### ***SECTION 4. CONTRACTUAL AGREEMENTS***

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

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

- (a) Copeland “Anti-Kickback” Act. For any Federal-Aid Contracts or subcontracts for construction or repair, the Contractor agrees to comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, as supplemented by Department of Labor

Regulations, 29 CFR § 3.

- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000, the Contractor agrees to comply with the Davis-Bacon Act 40 U.S.C. §§ 276a to a-7, as supplemented by Department of Labor Regulations, 29 CFR § 5.
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$ 2,000, or in excess of \$ 2,500 for other contracts involving employment of mechanics or laborers, the Contractor agrees to comply with the Contract Working Hours and Safety Standards Act, 40 U.S.C. §§ 327-330, as annexed by Department of Labor Regulations, 29 CFR § 5.
- (d) Proprietary Rights. The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the Municipality, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.
- (e) Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement, shall become the property of the Municipality. The Contractor agrees to allow access to all data, EDM, valuable papers and documents at all times. The Contractor shall not copyright any material originating under the Agreement without prior written approval of the Municipality.

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

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

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

The Contractor warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the Contractor, to solicit or secure this Agreement, and

that no company or person has been paid or has an agreement with the Contractor to be paid, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul the Agreement, without liability to the Municipality, and to regain all costs incurred by the Municipality in the performance of the Agreement.

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

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

The services of the Contractor, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the Municipality. Any authorized subagreements, exceeding ten thousand dollars in cost, shall contain all of the same provisions specified for and attached to the original Agreement with the Municipality.

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

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

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

**G. OWNERSHIP OF THE WORK:** Unless specifically specified otherwise, the

Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as “instruments of professional service,” shall become the property of the Municipality as they are prepared and/or developed during execution of the Agreement.

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

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

**H. RECORDS RETENTION:** The Contractor agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least five (5) years after the final “date of acceptance” by the Municipality, unless otherwise notified by the Municipality. The Contractor further agrees that the Municipality, the State of Vermont, and authorized representatives of the Federal Government, shall have access to all the above information for the purpose of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the Municipality if requested.

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

**I. APPEARANCES:**

- (a) Hearings and Conferences. The Contractor shall provide professional services required by the Municipality and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate

representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

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

The Contractor further agrees to participate in meetings with the Municipality and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

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

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

**K. APPENDICES:** The Municipality may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the Municipality as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Agreement.

**L. EXTENSION OF TIME:** The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

**M. SETTLEMENTS OF MISUNDERSTANDINGS:** In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the City Council

shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

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

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

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

- (a) Breach of Contract. Administrative remedies - the Municipality reserves the right to terminate the Agreement for breach of agreement. Termination for breach of the Agreement will be without further compensation to the Contractor.
- (b) Termination for Cause. The Municipality reserves the right, upon written notice to the Contractor, to terminate the Agreement, as of a date to be specified by the Municipality, if the Contractor fails to complete the designated work to the satisfaction of the Municipality, within the time schedule agreed upon. The Contractor shall be compensated on the basis of the work performed and accepted by the Municipality at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the Municipality may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to the Contractor, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the Municipality's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to the Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the Scope of Work, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval. The Contractor shall make no claim for additional compensation against the Municipality by reason of such termination.

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

## ***SECTION 5. OPERATIONAL STANDARDS***

**A. RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor's employees and his/her or their subcontractors for all work performed under the Agreement and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

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

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

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

**C. UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the Municipality, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the Municipality, in writing, of any such contacts and the results thereof.

**D. PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the Municipality, in accordance with 19 V.S.A. §§ 35, 503, in order to accomplish the work under the Agreement. The Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the Municipality shall furnish

a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the Municipality.

**E. INSPECTION OF WORK:** The Municipality shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the Municipality or representative for the Municipality the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to execution of the Agreement.

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

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

#### ***SECTION 6. PAYMENT FOR SERVICES RENDERED***

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

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

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

Invoices shall be submitted to the Municipality.

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



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

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

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

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

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

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

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

**ATTACHMENT B**

**Ordinance Certifications**

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

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

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington’s Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington’s chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee’s compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington’s City Attorney’s office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

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

Subscribed and sworn to before me:

Date \_\_\_\_\_  
Notary

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

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

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

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

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

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

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

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

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

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

## **ATTACHMENT C**

# **Application/Applicant Form**

**BTV REQUEST FOR PROPOSALS ("RFP") For  
NORTH HANGAR ROOF REPLACEMENT  
APPLICATION FORM**

COMPANY INFORMATION

Firm Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Address, Phone Number, and Email Address for Contact Person \_\_\_\_\_

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

Qualifications Narrative (including any sub-contractors) a. Identify any and all Areas of Expertise in which the Applicant has successful experience and any Services and/or Deliverables which the Applicant can provide per the Scope of Services. \_\_\_\_\_

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

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THREE (3) CLIENT REFERANCES

(a) Firm Name, if applicable (b) Contact Person (c) Address, Phone Number, and Email Address for Contact Person (d) Year of Service (e) Description of Service

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

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WORK SAMPLES

Samples of work must be for similar services to those identified in this RFP.

FEE SCHEDULE (Provide an attachment for ease of submission as needed for different staff and rates)

Hourly rates for key personnel \_\_\_\_\_

\_\_\_\_\_  
Other relevant fees/costs, if any \_\_\_\_\_  
\_\_\_\_\_

**Please provide/attach additional information if desired. No more the 15 pages please.**