

**CITY OF BURLINGTON
MASTER ON-CALL AGREEMENT
FOR ON-CALL SERVICES FOR WATER RESOURCES UTILITY REPAIRS AND
EXCAVATION PROJECTS**

This Master On-Call Agreement (“Agreement”) is entered into by and between the City of Burlington (“City”), acting through its Public Works Department, and [Contractor’s Full Name] (“Contractor”), a business authorized to do business in Vermont, with a principal place of business at [Address]. Contractor and the City agree to the terms and conditions of this Agreement.

1. DEFINITIONS

- A. **“Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page of this Agreement.
- B. **“Party”** means the City or Contractor and **“Parties”** means both the City and Contractor.
- C. **“Pool Contractor”** means a Contractor selected and deemed qualified by the City to perform specified on-call technical assistance and who have executed Master On-Call Agreements with the City.
- D. **“Services”** means the On-Call Services for Water Resources Utility Repairs and Excavation Projects.
- E. **“Public Health Emergency”** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.
- D. **“Work”** means the services described in Section 4 of this Agreement (Scope of Work), along with the specifications contained in the Agreement Documents as defined in Section 21 (Attachments and Agreement Documents) below.

2. RECITALS

- A. **Authority.** Authority to enter into this Agreement exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. **Background.** The City is in need of qualified contractors to be on-call to perform technical assistance for On-Call Services for Water Resources Utility Repairs and Excavation Projects. The City—through a Request for Proposals process—has identified qualified contractors that can provide such services. Contractor has been identified as one of those qualified consultants. The City will enter into Master On-

Call Service Agreements with each such contractor and request proposals from those consultant for technical assistance in specified areas as needed.

D. Purpose. The purpose of this Agreement is to establish Contractor as an on-call contractor eligible for being selected and awarded a Work Assignment Contract to perform necessary technical assistance. This Agreement only establishes the on-call eligibility of the Contractor. Selection and assignment of specific work shall occur under a Work Assignment Contract as described in this Agreement.

3. EFFECTIVE DATE AND TERM

A. Effective Date. This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.

B. Term. This Agreement and the Parties respective performance shall commence on the Effective Date and expire on 10/31/2023.

4. SCOPE OF WORK

A. Designation. Contractor is hereby designated as a Pool Contractor eligible for assignment of On-Call Services for Water Resources Utility Repairs and Excavation Project work as set forth in Attachment A (Request for Proposals dated [Date]). When a need for On-Call Services for Water Resources Utility Repairs and Excavation Project services arises, the City may issue a request to the Contractor for a scope of work, schedule, list of deliverables, and proposed budget. Upon receipt of such request, Contractor shall submit a proposal containing all information requested by the City. If selected by the City, Contractor shall execute a Work Assignment Contract with the City to perform the selected services.

B. Limitation. This Agreement shall not obligate the City to assign work to Contractor, nor shall it obligate the City to limit the procurement of future contractual services for the areas specified in Attachment A (Request for Proposals dated [Date]) to the Pool Contractors.

5. PAYMENT FOR SERVICES

A. Contract Fee. This Agreement only designates Contractor as eligible for assignment of On-Call Services for Water Resources Utility Repairs and Excavation Project work. The City shall only be liable for payment to Contractor if Contractor is selected to perform services and executes a Work Assignment Contract with the City. The terms of payment shall be limited to the Work Assignment Contract and the City shall not be liable for any costs or expenses not included in a properly executed Work Assignment Contract. If the Contractor is selected to perform the designated work, the City shall pay the Contractor at the rates specified in the operative Work Assignment Contract(s). Contractor agrees to accept these payments as full compensation for performance of all services and expenses

under this Agreement. The City shall only execute Work Assignment Contracts for amounts that have been previously appropriated.

B. Maximum Limiting Amount. The total cumulative amount that may be paid to the Contractor for all services and expenses under any Work Assignment Contract executed pursuant to this Agreement shall not exceed the maximum limiting amount of \$100,000. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval. If this Agreement is renewed or extended, the Parties shall execute an amendment to this Agreement which identifies the maximum limiting amount for the renewal term.

6. ORDER OF PRECEDENT

In the event of a conflict between an attachment and this Agreement, this Agreement will be controlling. In the event of a conflict between this Agreement and a subsequent Work Assignment Contract, this Agreement will be controlling.

7. [RESERVED]

8. ATTACHMENTS & AGREEMENT DOCUMENTS

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

The following documents constitute Agreement Documents and are adopted, incorporated by reference, and made part of this Agreement:

- A. Attachment A: Request for Proposals dated [DATE]**
- B. Attachment B: Contractor's Response to Request for Proposals dated [DATE]**
- C. Attachment C: Burlington Contractor Conditions**
- D. Attachment D: List of Qualified Contractors**
- E. Attachment E: Burlington Livable Wage Ordinance Certification**
 - *Note: Burlington Livable Wage Ordinance Certification must be annually renewed beginning on Effective Date.
- F. Attachment F: Burlington Outsourcing Ordinance Certification**
- G. Attachment G: Burlington Union Deterrence Ordinance Certification**
- H. Attachment H: Contractor's Certificate of Insurance**

—The remainder of this page is intentionally left blank. Signatures follow on the next page.—

SIGNATURE PAGE

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

The Parties hereto have executed this Master On-Call Agreement

CONTRACTOR
[Insert Firm Name]
[Insert Firm Address]

By: _____
Print Name:
Title:

Date: _____

City of Burlington
Department of Public Works

By: _____
Chapin Spencer
Director of Public Works

Date: _____