



WORK ASSIGNMENT CONTRACT #
On-Call Contractor Services
WATER RESOURCES UTILITY REPAIRS AND EXCAVATION PROJECTS

This Work Assignment Contract (“Contract”) is entered into by and between the City of Burlington (“City”), acting through its Department of Public Works, and _____ (“Contractor”), a business authorized to do business in Vermont, with a principal place of business at _____. Contractor and the City agree to the terms and conditions of this Agreement.

1. RECITALS

- A. Authority.** Authority to enter into this Contract exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Background.** The City and Contractor entered into a Master On-Call Agreement dated _____, which established Contractor as an on-call contractor eligible to be selected and awarded a Work Assignment Contract. Pursuant to that Agreement, Contractor has been selected to perform the services described in this Contract.
- D. Purpose.** The City seeks to employ the Contractor to perform the technical assistance services described in this Contract pursuant to the Agreement.

2. EFFECTIVE DATE AND TERM

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Contract and the Parties respective performance shall commence on the Effective Date and expire on _____.

3. DEFINITIONS

- A. “Agreement”** means the Master On-Call Agreement executed between the City and Contractor on _____, which governs this Contract and is attached hereto as Attachment D.
- B. “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.
- C. “Party”** means the City or Consultant and “Parties” means both the City and Contractor.

4. SCOPE OF WORK

The Contractor shall provide all services set forth in the Scope of Services, attached hereto as Attachment A. In addition to Attachment A, Contractor shall comply with the following conditions:

[REDACTED]

5. PAYMENT FOR SERVICES

A. Contract Fee. The City shall pay Contractor at the rates specified in Attachment B for completion of the services specified in the Scope of Work attached as Attachment A. Contractor agrees to accept this payment as full compensation for performance of all services and expenses (including those of sub-consultants, if any) under this Contract.

B. Maximum Limiting Amount. The total amount that may be paid to the Contractor for all services and expenses (including those of sub-contractor, if any) shall not exceed the maximum limiting amount of \$ [REDACTED] without duly authorized written approval by the City.

C. Invoices. Contractor shall submit on copy of each invoice and backup documentation for expenses to the following:

Martin Lee, PE, Water Resources Engineer
mlee@burlingtonvt.gov
802-497-7021

Contractor shall not be entitled to payment under this Contract without providing an invoice and sufficient backup documentation for expenses.

6. ATTACHMENTS

The following attachments are adopted, incorporated by reference, and made part of this Contract.

- A. Attachment A:** Scope of Work
- B. Attachment B:** Contractor Schedule of Fees
- C. Attachment C:** Master On-Call Agreement with attachments

7. ORDER OF PRECEDENT

In the event of a conflict between an attachment and this Contract, such conflict shall be resolved by reference to the documents in the following order of priority:

1. Master On-Call Agreement
2. Work Assignment Contract
3. Burlington Standard Contract Conditions
4. Ordinances and Certificates
5. Scope of Work
6. Contractor Schedule of Fees

8. 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 Work Assignment Contract

<p>CONTRACTOR</p> <p>By: _____ Name, Title, Signature</p> <p>Date: _____</p>

<p>City of Burlington Department of Public Works</p> <p>By: _____ Chapin Spencer Director of Public Works</p> <p>Date: _____</p>
