



State of Vermont
Contract Administration
One National Life Drive
Montpelier VT 05633-5001

Agency of Transportation
Finance & Administration
[fax] 802-828-5545
<http://vtrans.vermont.gov/>

September 22, 2017

Request for Proposals (RFP): **Statewide Well Drilling Services**

The State of Vermont, acting through the Agency of Transportation (VTrans), is requesting proposals for statewide well drilling services. All work will be accomplished in accordance with the Scope of Work dated August 22, 2017, the provisions set forth in this Request for Proposals (RFP), VTrans Standard Specifications for Construction dated 2011, or most current edition, and all applicable State, Federal, and Agency Standards, Regulations, Policies, and Specifications.

VTrans intends to select more than one (1) Contractor to perform these services and will enter into agreements for a two-year period, with the option to renew the agreement(s) for two additional one-year periods. The Contractor(s) will provide these services as the need for the services arise. *Award of a contract does not guarantee payment of any or all the maximum limiting amount.*

Once under contract, specific work assignments will be coordinated with the AOT Facilities Manager or an authorized representative. No work, including mobilization, may be performed without written approval of the AOT Facilities Manager. Once written approval from the AOT Facilities Manager has been received, specific work assignments will be coordinated with the authorized representative in the District for which work is to be performed.

Payment will be lump sum with a defined scope of work agreed upon by the Contractor and the VTrans authorized representative. *VTrans shall ask for proposals from more than one or more Contractors before assigning the work to a specific Contractor whenever possible.* Work shall be assigned by availability to perform the task and lump sum bid amount.

All questions related to this RFP shall be forwarded to **Bonnie Sanders, AOT Contracts Specialist, in writing** to the address above, by e-mail at Bonnie.Sanders@vermont.gov or by fax at (802) 828-5545. All such questions and requests shall be received **no later than Thursday, October 5, 2017**. VTrans will not be bound by any oral communications. All questions or requests for clarification received will be documented and answered after this date. **Communication with other VTrans personnel regarding this RFP is prohibited and may result in the rejection of your proposal.**

In the event that it becomes necessary to revise, modify, clarify, or otherwise alter this RFP, including VTrans responses to questions and requests for clarification, such modification shall be posted to the VTrans Contract Administration Current RFPs site. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY RFP MODIFICATIONS ISSUED.** They will be posted on the VTrans Contract Administration website at: <http://vtrans.vermont.gov/contract-admin/personal-services/current-rfps>.

In order to be considered responsive to this RFP, each proposal shall conform to the following requirements. The Contractor shall:

1. Submit Four (4) copies of the proposal in a sealed envelope prior to **2:00 p.m., Monday, October 17, 2017** to:

Agency of Transportation
Office of Contract Administration
One National Life Drive
Montpelier, VT 05633-5001

Do not send materials that have not been requested.

3. **Bid Proposal Cover Sheet, Contractor's Experience & Qualifications** (Attachment E)
4. **Debarment and Non-Collusion Affidavit** – Form CA-91 (Attachment F):
All bidders will be required to execute a sworn statement, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.
5. **Contractor's EEO Certification** - Form CA-109 (Attachment G):
The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by contractors and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause.
6. The Contractor should indicate on Attachment E which Districts they are available to work in (see Attachment H - Map). The Agreements will be for statewide services, with priorities given whenever possible to requested areas.

Clearly indicate the following on the outside of the **sealed envelope** containing the proposal:

- a. Name and address of the prime Contractor
- b. Due date and time (**10/17/16 by 2:00 p.m.**)
- c. Envelope contents - **Proposals**
- d. Project name – **Well Drilling**

The proposal should include: (use fillable pdf forms provided)

- ◇ Attachment E - Bid Proposal Cover Sheet, Contractor's Experience & Qualifications
- ◇ Attachment F - Debarment and Non-Collusion Affidavit – **completed/notarized**
- ◇ Attachment G - Contractor's EEO Certification Form – **completed**
- ◇ Attachment H - Map indicating regions of availability.
- ◇ Contractor's current compliant Certificate of Insurance (not mandatory with bid, but must be provided before any work or mobilization is performed)

If any of the above requirements are not met, the proposal may be rejected.

All Contractors are hereby notified that sealed proposals must be received by the Office of Contract Administration located at 1 National Life Drive, Montpelier, Vermont 05633-5001 by the due date and time. ***Proposals not in possession of VTrans Contract Administration*** by the due date and time will be returned to the Contractor, and will not be considered.

Delivery Methods:

- U.S. MAIL: Contractors are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure proposals are received by VTrans Contract Administration prior to the due date and time.
- EXPRESS DELIVERY: If proposals are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received by VTrans Contract Administration. *The postal (zip) code for express deliveries is 05601.*
- HAND DELIVERY: Hand carried proposals shall be delivered to a representative of AOT Contract Administration prior to the due date and time. *(National Life Campus - Davis Building, 5th Floor)*
- ELECTRONIC: Electronic proposals will not be accepted.
- FAX BIDS: Faxed proposals will not be accepted.

Evaluations: The proposal will be evaluated considering the following factors:

Proposed Evaluation Criteria	Maximum Points
Demonstrated necessary resources to complete the tasks of this Activity.	50
Demonstrated responsiveness and compliance to the RFP.	15
Prior experience with VTrans and similar entities. Knowledge of VTrans Transportation systems and performance goals. Prior safety record.	35

The Contractor awarded a contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier VT 05609-1101. The telephone number is 800-439-8683 or 802-828-2363. You may also register online or check the status of your registration at www.vtsosonline.com/online . VTrans will not process the contract until the Contractor is registered with the Secretary of State's office.

The Contractor shall submit to VTrans a certificate of insurance showing that minimum coverages are in effect. The certificate must be submitted to the office of Contract Administration prior to execution of the agreement. ***No work may be performed for any VTrans contract and/or Notice to Proceed, including mobilization, without compliant insurance being on file at AOT Contract***

Administration. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of the contract.

Worker's Compensation: With respect to all operations performed, the Contractor shall carry worker's compensation insurance in accordance with the laws of the State of Vermont.

NOTE: In the case of out-of-state Vendors, the Vendor's workers' compensation insurance carrier must be licensed to issue workers' compensation for all work that will be conducted within Vermont and so noted on the Certificate of Insurance.

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

- Premises - Operations
- Independent Contractor's Protective
- Products and Completed Operations
- Personal Injury Liability Contractual
- Liability

Automobile Liability: The Contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than stated in Attachment C.

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

In accordance with Section XIX, "Public Endorsements," of Bulletin 3.5 (2016) a Bidder must not refer to or quote prior written statements or materials by a Vermont State entity or employee that could be interpreted as a recommendation or endorsement of a specific vendor. This does not prevent neutral objective identification of contracts or tasks previously performed for the State, or identification of State employees or officials who could be consulted by State as a reference, from which the State could conduct its own intra-State reference check(s).

If any Contractor is aggrieved by the proposed award of the contract, the Contractor may appeal in writing to the Chief of Contract Administration. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice to award the contract.

All proposals become the property of VTrans upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the proposer. VTrans reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any

formality and any technicalities or to cancel in part or in its entirety this RFP if it is in the best interests of VTrans. This solicitation of proposals in no way obligates VTrans to award a contract.

Sincerely,
Bonnie Sanders
AOT Contracts Specialist V

Enclosures:

- Attachment A – Scope of Work dated August 22, 2017
- Attachment B – not used
- Attachment C - Standard State Provisions for Contracts and Grants
- Attachment D - Other Provisions
- Attachment E - Contractor’s Information, Experience & Qualifications (*fillable .pdf*)
- Attachment F - Debarment and Non-Collusion Affidavit – Form CA-91 (*fillable .pdf*)
- Attachment G - Contractor’s EEO Certification Form – Form CA-109 (*fillable .pdf*)
- Attachment H - Map of Districts
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The following Specifications can be found at: <http://vtrans.vermont.gov/contract-admin/construction>

- 2011 Standard Specifications for Construction Book
- General Special Provisions For All Projects 2011 Standard Specifications
- 2011 Supplemental Specifications for Construction Book
- Section 652 – Erosion Prevention & Sediment Control Plan
- Section 626 – Drilled or Driven Well

Additional links:

Environmental Protection Rules <http://dec.vermont.gov/water/laws> including:

- Well Driller Licensing Rule
- Water Supply Rule

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

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

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

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

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

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

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

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

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

16. Taxes Due to the State:

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

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

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

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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

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

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

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

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

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

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

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

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

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

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

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

(End of Standard Provisions)

OTHER PROVISIONS

The following general conditions are for use with construction related contracts with the State of Vermont, administered through the Agency of Transportation.

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

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

STATE

The State of Vermont, by and through the Agency of Transportation, Aviation Division, is the entity identified as "State" in the State-Contractor Agreement and is referred to throughout the Contract Documents as the "State".

CONTRACT MANAGER

The term "Contract Manager" refers to the employee of the State who has been assigned responsibility for overseeing and managing the contract, including Work Assignments and Invoice approvals.

PROJECT MANAGER

The term "Project Manager" refers to the employee of the State who has been assigned responsibility for overseeing and managing the proper and timely implementation of the Work Assignment.

CONTRACTOR

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

SUPERINTENDENT

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

WORK ASSIGNMENT

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

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work Assignment. The Contract Documents are complementary, and what is required

by any one shall be as binding as, if required by all. Work Assignments will be necessary to produce the intended results.

THE PROJECT

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

CONTRACT SUM

The Contract Sum is stated in the State-Contractor Agreement and, including authorized adjustments thereto, is the maximum limiting amount payable by the State to the Contractor for the performance of Work Assignments under the Contract Documents. *Award of a contract does not guarantee payment of any or all the maximum limiting amount.*

OWNERSHIP AND USE OF DOCUMENTS

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

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

RESPONSIBILITIES OF THE STATE

The State will identify a Contract Manager for the Contract. The Contract Manager will be the initial point of contact between the Contractor and the State. The Contract Manager is the State's representative who has authority to bind the State with respect to all matters requiring the State's approval or authorization.

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

The State shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, when available, all copies of Drawings and Specifications reasonably necessary for the execution of the

Work.

SUBCONTRACTORS

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

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

AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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

The Contractor shall make no substitution for any Subcontractor, person or entity previously selected without written approval by the State.

SUBCONTRACTUAL RELATIONS

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

REVIEW OF CONTRACT DOCUMENTS

The Contractor shall carefully study and compare the Contract Documents and shall immediately report in writing to the Contract Manager or Project Manager, any error, inconsistency or omission he may discover. The Contractor shall not be liable to the State for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

The Contractor shall not be relieved from their obligations to perform the Work in accordance with the Contract Documents.

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

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

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

LABOR AND MATERIALS

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor guarantees that materials shall be of the best quality, that work shall be completed in a neat and workmanlike manner, that equipment will be installed in a first class manner, and that

all aspects of the project will be delivered in good working order complete and perfect in every respect and that all systems and materials necessary to make the project a complete operating utility as contemplated by the above description of the project is included in the Contract price.

The Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the State or any separate contractor, all Shop Drawings, Product Data and Samples required by the Work Assignment.

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

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Work Assignment by the Project Manager's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Project Manager in writing of such deviation at the time of submission and the Project Manager has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Project Manager's approval thereof.

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

No portion of the Work Assignment requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Project Manager. All such portions of the Work Assignment shall be in accordance with approved submittals.

USE OF SITE

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

CLEANING UP

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

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the Work he shall remove all his waste materials and rubbish from and

about. the Project site as well as all his tools, construction equipment, machinery and surplus materials and shall leave the premises in a clean and satisfactory condition.

If the Contractor fails to clean up at the completion of the Work, the State may do so and the cost thereof shall be charged to the Contractor.

WARRANTY

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

TAXES

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

PERMITS, FEES AND NOTICES

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

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

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

If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, they shall assume full responsibility therefor and shall bear all costs attributable thereto.

The Contractor agrees to comply with all the requirements of Title 21 V.S.A., Chapter 5, Subchapter 6 relating to fair employment practices and agrees further to include a similar provision in any and all subcontracts. A link to 21 V.S.A. Chapter 5, Subchapter 6 is provided:

<http://legislature.vermont.gov/statutes/section/21/005/00495>

MUTUAL RESPONSIBILITY

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

If any part of the Contractor's Work depends for proper execution or results upon the work of the State or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the State's or separate contractors work as fit and proper to receive their Work, except as to defects which may subsequently become apparent in such work by others.

Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor. Should the Contractor wrongfully cause damage to the work or property of the State, or to other work on the site, the Contractor shall promptly remedy such damage.

TESTS

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

If the Project Manager determines that any Work requires special inspection, testing, or approval he or she will, upon written authorization from the State, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice to the Project Manager. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Work Assignment, the Contractor shall bear all costs thereof, including compensation for the additional services made necessary by such failure; otherwise the State shall bear such costs, and an appropriate Change Order shall be issued.

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

If the Project Manager is to observe inspections, tests or approvals required by the Work Assignment, he will do so promptly.

PROGRESS AND COMPLETION

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

The Contractor shall begin the Work on the date of commencement as agreed in the Work Assignment. They shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the assigned time.

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

SAFETY PRECAUTIONS AND PROGRAMS

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

SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

When the project involves the placement or replacement of roofing systems of all types on State-owned buildings, including flat, low-pitched and steep roofs, Contractor must comply with all

requirements of the latest edition of VOSHA Safety and Health Standards for Construction (29 CFR 1926) including, but not limited to, Subpart M – Fall Protection. Prior to execution of a Work Assignment by VTRANS Aviation, contractors engaged in placement or replacement of roofing systems of all types must submit a signed certification statement attesting to their intention to comply with VOSHA Fall Protection Regulations. Such certification shall be submitted on a State-provided form along with proof of insurance.

The Contractor shall promptly remedy all damage or loss (consistent with Contractor's obligations described in Attachment C) to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the State or anyone directly or indirectly employed by them, or by anyone for whose acts for them may be liable, and not attributable to the fault or negligence of the Contractor.

EMERGENCIES

In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as necessary.

SUBSTANTIAL COMPLETION

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

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

DELAYS AND EXTENSIONS OF TIME

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

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

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

CONCEALED CONDITIONS

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

CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a claim for an increase in the Work Assignment Sum, he shall give the State written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed. No such claim shall be valid unless so made. Any change in the Work Assignment Sum resulting from such claim shall be authorized by Change Order.

If the Contractor claims that additional cost is involved because of, but not limited to, (1) any order by the State to stop the work where the Contractor was not at fault, or (2) failure of payment by the State, the Contractor shall make such claim as provided in this agreement.

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

UNCOVERING OF WORK

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

CORRECTION OF WORK

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

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

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

The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless removal is waived by the State.

If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the State may remove it and may store the materials or equipment at the expense of the Contractor. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

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

Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

STATE'S RIGHT TO STOP THE WORK

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

STATE'S RIGHT TO CARRY OUT THE WORK

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

CLAIMS FOR DAMAGES

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

RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available

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

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

DISPUTE RESOLUTION PROCESS

Any claim, dispute or other matter in question not resolved by the process identified in these General Conditions shall be subject to the following dispute resolution process: Contractor may seek review by the Chief Engineer of the Agency of Transportation. Contractor must seek review by the Chief Engineer within ten (10) days of the Project Manager's written recommendation otherwise the recommendation shall be deemed accepted by the Contractor. Failing resolution by the Chief Engineer, the Contractor then may request that the parties submit the claim to non-binding mediation with a mutually agreed upon mediator utilizing the most current Construction Industry Mediation Rules of the American Arbitration Association.

APPLICATIONS FOR PAYMENT

At least ten days before the date for each payment, the Contractor shall submit to the Project Manager an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the State may require. The application for payment must, at a minimum, reflect support documentation enumerated elsewhere in the Contract Documents.

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

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

PAYMENTS WITHHELD

The Project Manager may decline to certify payment and may withhold their Certificate in whole or

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

- (a) Defective Work not remedied,
- (b) Third party claims filed or reasonable evidence indicating probable filing of such claims,
- (c) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- (d) Reasonable evidence that the Work Assignment cannot be completed for the unpaid balance of the Contract Sum,
- (e) Damage to the State or another contractor,
- (f) Reasonable evidence that the Work Assignment will not be completed within the allotted Time, or
- (g) Persistent failure to carry out the Work Assignment in accordance with the Contract Documents.

When the grounds for non-payment are removed, payment shall be made for amounts withheld because of them.

FINAL COMPLETION AND FINAL PAYMENT

Upon receipt of written notice that the Work Assignment is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager will promptly make such inspection and, when they find the Work acceptable under the Contract Documents and the Work Assignment fully performed, they will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and the Work Assignment and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Project Manager's final Certificate for Payment will constitute a further representation that the Contractor has fulfilled the conditions entitling him or her to final payment for the Work Assignment.

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

If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Project Manager so confirms, the State shall, upon application by the Contractor and certification by the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the Work Assignment fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

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

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

INSURANCE

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

In addition to the insurance requirements of Attachment C of the Contract Documents, the following provisions are applicable:

INSURANCE – GENERAL REQUIREMENTS

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

- (a) **Workers' Compensation Insurance:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.
- (b) **Scope of Insurance & Special Hazards:** The insurance required under subparagraphs (b), (c), and (d) above shall provide protection for the Contractor and the Subcontractors, if any, against damage claims which may arise from work being performed. Special hazards, may be

encountered by the insured or by any person directly or indirectly employed by the Contractor or a Subcontractor, and may be required.

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

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

Insurance Requirements for Builder's Risk Insurance.

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

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

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

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

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

BUILDER'S RISK FOR CONSTRUCTION RENOVATION PROJECTS.

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

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

Builder's Risk – additional provisions

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

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

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

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

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

ATTACHMENT E

Company Information

Part 1 – Cover Letter

Part 2 - Experience

Part 3 - Qualifications

(To be submitted with Bid Package)

Well Drilling Services

Checklist of Required Documents to submit with Bid Proposal:

- _____ Attachment E – Company Information
 - _____ Cover Sheet (fillable .pdf) Please provide 2 contacts information.
 - _____ Experience (fillable .pdf)
 - _____ Qualifications (fillable .pdf)
- _____ Attachment F - Debarment and Non-Collusion Affidavit – Form CA-91 (fillable .pdf) ***notarized***
- _____ Attachment G - Contractor's EEO Certification Form – Form CA-109 (fillable .pdf)
- _____ Contractor's current compliant Certificate of Insurance, *if available*. (not mandatory with bid, however, no mobilization or work may be performed without Certificate on file)

Well Drilling Services
Contractor Information

Company Name: _____

Trade Name, if applicable: _____

Address: _____

Project Manager Contact:

Name _____

Email: _____

Phone: _____

Administrative Contact:

Name _____

Email: _____

Phone: _____

Preferred Areas of Service (see map for regions):

Northwest

Northeast

Southwest

Southeast

Note: Agreements are for service Statewide.

Additional Company Contact Information:

**Well Drilling Services
EXPERIENCE**

Company Name: _____

Company Experience pertaining to this Activity:

Well Drilling Services QUALIFICATIONS

Company Name: _____

Company Qualifications pertaining to this Activity:

STATE OF VERMONT
AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, _____, representing
(Official Authorized to Sign Contracts)

_____ of _____,
(Individual, Partnership or Corporation) (City or State)

being duly sworn, depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

(Project Name)

_____ project located on _____,
(Project Number) (Route or Highway)

bids opened at _____,
(Town or City)

Vermont on _____, 20__.
(Date)

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: _____ No _____ Yes. (If yes complete back of this form.)

Sworn to before me this

_____ day of _____, 20__

(Name of Individual, Partnership or Corporation) L.S.

(Signature of Official Authorized to Sign Contracts) L.S.

(Notary Public)

(Name of Individual Signing Affidavit) L.S.

(My commission expires _____)

(Title of Individual Signing Affidavit) L.S.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

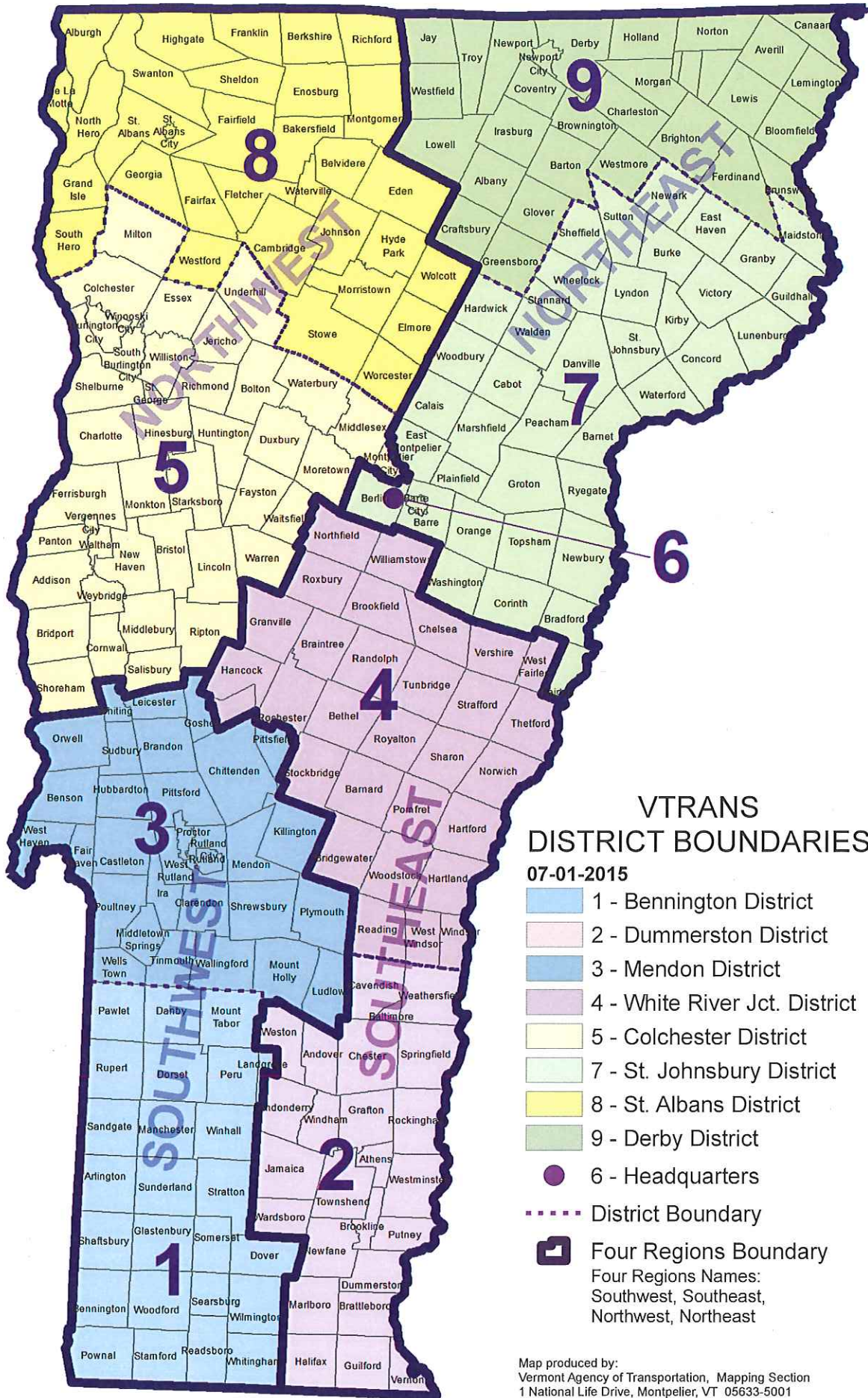
Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder _____, proposed subcontractor _____, hereby certifies that he/she has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Company	By	Title
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NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



VTRANS
DISTRICT BOUNDARIES

07-01-2015

- 1 - Bennington District
 - 2 - Dummerston District
 - 3 - Mendon District
 - 4 - White River Jct. District
 - 5 - Colchester District
 - 7 - St. Johnsbury District
 - 8 - St. Albans District
 - 9 - Derby District
 - 6 - Headquarters
 - District Boundary
 - Four Regions Boundary
- Four Regions Names:
Southwest, Southeast,
Northwest, Northeast

Map produced by:
Vermont Agency of Transportation, Mapping Section
1 National Life Drive, Montpelier, VT 05633-5001
Telephone: 802-828-2600