VERMONT

Buildings and General Services
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http://bgs.vermont.gov/purchasing

SEALED BID

REQUEST FOR PROPOSAL

Construction Management Services for
New Heat Plant
Northern State Correctional Facility
2559 Glen Road, Newport, VT

ISSUE DATE:	**November 13, 2026**
BIDDERS' CONFERENCE:	**December 9, 2026 at 9:00 AM**
QUESTIONS DUE BY:	**December 21, 2026 at 4:30 PM (EDT)**
RFP RESPONSES DUE BY:	**January 12, 2027 at 4:30 PM (EDT)**

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

http://www.bgs.state.vt.us/pca/bids/bids.php

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEB PAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT: James Meyers, State Senior Purchasing Agent
E-MAIL: BGS.OPCVendorDocs@vermont.gov

1. **OVERVIEW:**

1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Department of Buildings and General Services (hereinafter the "State") is seeking to establish a contract with a construction management firm to provide Construction Management services (hereinafter the "CM") for the New Heat Plant. The primary objective of this project is to replace the inefficient chunk wood boilers that are end of life with a wood chip heating plant at the Northern State Correctional Facility located at 2559 Glen Road, Newport, Vermont.

The Northern State Correctional Facility (NSCF) is a 416-bed facility consisting of nine (9) buildings spanning 137,368 sq.ft. and was originally constructed in 1991. During the heating season, the primary heat and domestic hot water are provided by two chunk wood-fired hot water boilers. These boilers pre-heat the water for the two oil-fired domestic hot water oil boilers and the two oil boilers in the basement that supply heat to the facility. Propane is used for igniting the oil boilers. There are a variety of different hot water-supplied heating units throughout the facility including AHU's, unit heaters, and fin tube radiators.

The existing chunk wood boilers are nearing end of life and need replacement. The chunk wood boilers are hand loaded by incarcerated individuals. It is the intent of this project to demolish the old wood boilers and construct a new wood chip heat plant that eliminates the need for hand loading or operating. The existing oil boilers will remain and act as the back-up for heat and domestic hot water.

The scope of this RFP is to demolish the existing wood boilers and construct a new wood chip heat plant that will act as the primary heating and domestic hot water system. The new chip system shall be tied into the existing building and oil boilers. The facility operates around-the-clock and may not be without heat or hot water for extended (> 4 hours) periods of time. The backup system must support the entire facility in the event the primary system loses functionality. The project will also require temporary security fencing to isolate construction from the facility's daily operations and construction of a new, permanent, truck trap.

1.2. **CONTRACT PERIOD:** The period of performance under this contract shall commence on March 8, 2027 and end on September 30, 2029. See Section 5 – Project Schedule for specific proposed dates.

1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.

1.4. **BIDDERS' CONFERENCE:** A **non-mandatory** bidders' conference will be held on-site at the date and time indicated on the front page of this RFP. Prospective bidders shall meet at the front entrance to the Northern State Correctional Facility located at 2559 Glen Road, Newport, VT.

1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for questions indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site http://www.bgs.state.vt.us/pca/bids/bids.php. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.

1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at http://www.bgs.state.vt.us/pca/bids/bids.php . Verbal instructions or written instructions from any other source are not to be considered.

1.7. **BIDDERS ATTENTION IS DIRECTED TO:**

1.7.1. **Please be advised that all notifications, releases, and addendums associated with this RFP will be posted at the website noted on the front page of this RFP. The State will make no attempt to contact contractors with updated information. It is the responsibility of each contractor to periodically check the posting site for any and all notifications, releases and addendums associated with the RFP.**

1.7.2. **BONDING:** Full bonding is required for this Project.

1.7.3. It is the Bidder's responsibility to thoroughly read and comply with all instructions and requirements of this bid solicitation. Your attention is directed to the special instructions regarding the bid proposal submissions. Please follow the Instructions to Bidders carefully.

1.8. **FUNDING SOURCE**:

This project is being funded, in whole or in part, through Vermont Capital Construction Act funds. Wages for construction employees shall be paid no less than the Vermont Prevailing Wage and Fringe Benefit Rate requirements (reference Instructions to Bidders, Prevailing Wage Rate Requirements). A complete list of occupations and associated wage rates are available on the internet at: http://www.vtlmi.info/lmipub.htm

2. **DETAILED REQUIREMENTS/DESIRED OUTCOMES:**

2.1. The CM will join the project at the Design Development Document phase. The CM will be required to participate in the design process in order to enhance constructability and design quality, reduce the amount of change orders, control costs and reduce the length of the overall construction period.

2.2. The CM shall work with the design team to accelerate the completion of the Heat Plant bid package(s), complete the submittal process, and pre-order the long lead items needed for the Heat Plant. The CM will place orders for long lead time equipment as soon as the design can provide the necessary specifications, so that the construction can commence as soon as possible in order to meet the intended construction schedule. Long Lead Items include but are not limited to the electrostatic precipitator (ESP).

3. **PROJECT DESCRIPTION:** This project shall replace the old and inefficient wood boilers that currently serve as the primary heating and hot water source at the Northern State Correctional Facility. The chunk wood boilers will be replaced with a new heat plant utilizing a wood chip boiler system. The new heat plant will be located completely outside of the secure perimeter fencing and next to the existing truck trap. This work will require re-routing the secure perimeter fencing and a new truck trap will be constructed. Temporary fencing will be required throughout construction.. The various tasks to be coordinated by the CM are as follows:

3.1. Provide access into the facility's secure perimeter at all times for emergency personnel.

3.2. Install temporary security fencing to ensure there are two secure perimeter fences at all times.

3.3. Install new permanent security fencing and truck trap.

3.4. Demolish the old security fencing and truck trap in the location of the new heat plant.

3.5. Construct the new heat plant, which consists of, but is not limited to, new green woodchip boiler/boilers and two on-grade wood chip storage bins served by two overhead doors. Provide a fully functional, code compliant heat plant appropriately sized for this facility.

3.6. Power for the new heat plant shall be pulled from the MDP so the building is on generator back-up.

3.7. Demolish the old chunk wood boilers and dispose of off-site in a legal manor.

3.8. Demolish the existing woodshed and dispose of off-site in a legal manor.

3.9. Provide all necessary connections from the new heat plant to the existing oil boiler room.

3.10. At the end of construction, remove all temporary fencing.

3.11. All contractors must complete a Department of Corrections background check and PREA training prior to beginning work on site.

4. **PROJECT BUDGET:** The project estimate, which includes all pre-construction and construction services, costs and fees, General Conditions, Cost of Work, and project contingencies, is $3,200,000.

5. **PROJECT SCHEDULE:**

5.1. The project is anticipated to begin as soon as this Contract is awarded with a preconstruction start date of approximately March 8, 2027 with a Preconstruction phase ending May 29, 2027 and a Substantial Completion date on or before July 30, 2028. Final project schedule, sequences and milestones will be determined by the State Project Manager, Architect, and the Construction Manager. The contractor shall reflect a total of 15 months of General Conditions on the enclosed Project Cost Matrix.

Preconstruction Start	March 8, 2027
Construction Start	June 30, 2027
Substantial Completion	September 30, 2028
Project Completion	October 30, 2028
Contract Completion (1 Year Warranty)	September 30, 2029

5.2 All construction, demobilization, final performance testing, Operations and Maintenance Manuals, and Substantial Completion related to the scope of work performed by the CM must be completed by September 30, 2028; however, the Project Completion date is set for October 30, 2028, to allow for the completion of the punch list, final payments, and other administrative purposes.

6. **PROPOSAL REQUIREMENTS:**

6.1 **PRE-CONSTRUCTION SERVICES:** The pre-construction services shall include the services noted in the State of Vermont Standard Contract for Construction Management Services with the following additions, clarifications, modifications, and requirements.

6.1.1 For constructability review, the CM will be required, through meetings, phone conferences, etc., to review the project design and develop a schedule, and advise on construction costs and schedule implications.

6.1.2 The CM shall provide budget estimates for the project based on the completed Construction Documents for the first phase. The budget estimates are to include all costs associated with the project: CM fees, General Conditions, Cost of the Work, fit up costs, and construction contingency, and shall include descriptions of any assumptions, clarifications, budgets, or allowances used in the preparation of the budget estimates. The budget estimates will serve as the basis for evaluating the State's budget for construction and for determining the necessity of incorporating cost-saving measures.

6.1.3 The CM shall provide constructability reviews along with the budget estimates and will be required to submit a tracking list to assemble all review comments in one document and to allow for the corresponding response to each item. Any cost values associated to a comment should also be assigned to that comment. Comments are to include a thorough review of all MEP systems by qualified specialists. The final constructability review shall

also include verification that the documents are complete and coordinated among disciplines.

6.1.4 Provide cost saving suggestions and value engineering throughout the pre-construction phase.

6.1.5 An overall site logistics plan is to be developed in close coordination with BGS. This plan is to be updated throughout the project as site conditions dictate and should address, at minimum: Site safety, schedule management, State operational needs and limitations.

6.1.6 The CM will follow the procedures for receiving and evaluating proposals which are acceptable to the State. If, with the approval of the State, the CM elects to self-perform a portion of the work, they must submit their own bid 24 hours prior to receiving a competitor's bid. Any work performed by the CM will include the required supervision (foreman, etc.), separate from the proposed CM supervision. If bids are not available in time to complete the GMP, then allowances may be used in the GMP if clearly identified. A schedule of rates for all CM staff shall be submitted with the proposal and approved by the State.

6.1.7 The CM will submit a GMP for construction for the project prior to the commencement of construction. Subsequent to the CM's submittal of the GMP, the CM will work with the State and the design team on value engineering, cost saving measures, alternative pricing, etc., as required by the State to bring the guaranteed maximum price within the State's budget.

6.1.8 The CM will be required to receive a minimum of three (3) bids on all trade contracts and major supply items greater than $15,000 when establishing the GMP.

6.1.9 Providing the State and the CM can establish a GMP, which is acceptable to both parties, the State and the CM will amend the State CM Agreement Form between the State and Construction Manager. The Fixed Fee for General Conditions and the Fixed Fee for Construction Services shall be incorporated into the final agreement for construction.

6.2 **GENERAL CONDITIONS:** Based on the proposed schedule and the available design information, provide a lump sum fixed fee for all general conditions listed on the included Project Cost Matrix, including the following:

6.2.1 Full-time and part-time supervision, including job superintendents, and project managers.

6.2.2 All job site office record keeping and clerical functions, including all required payroll functions and reporting.

6.2.3 Job site office trailer suitable for the CM's site office, including space for job meetings, the Clerk-of-the-Works.

6.2.4 Job site sanitary facilities as required for construction.

6.2.5 Job site power. CM will be responsible for temporary power hookups as well as costs for power during construction of the project.

6.2.6 Administration and execution of all safety programs and safety personnel required by the CM's operations and as required to comply with all applicable safety regulations.

6.2.7 Maintaining and completing As-Built drawings, record documents and approved submittals.

6.2.8 Lockable barriers at all access roads, halls, doors, walkways, etc., to prevent unauthorized vehicular, public, and staff traffic in construction areas.

6.2.9 Storage trailers as required for the CM's work.

6.2.10 Job site security consisting of reasonable care and diligence in preventing unauthorized activities on the job site, and the safety and well-being of staff, State employees and the general public at all times.

6.2.11 Layout for line and grade. CM will be responsible for providing adequate horizontal and vertical controls.

6.2.12 Labor and equipment to install and maintain temporary heat, including fuel costs, if and when required to maintain temperature requirements of the facility or for construction.

6.2.13 Coordinating and maintaining dumpster service for all trades. Tipping fees shall be paid by the CM as part of the cost of the work, not as a general condition.

6.2.14 Daily and final cleaning.

6.2.15 Employee transportation and employee overnight expenses.

6.2.16 General material handling, labor and equipment. Specific material handling equipment, such as cranes for setting structural steel and masons lifts, may be carried as a cost of the work with the applicable trades.

6.2.17 All required job support vehicles.

6.2.18 All costs associated with conducting bi-weekly job meetings through pre-construction and weekly job meetings through construction. Include taking and distribution of meeting minutes.

6.2.19 Creating and revising the construction schedule. All schedules and schedule revisions are to be posted and distributed to State, Engineer, State's Consultants and Architect, and all trade contractors and suppliers.

6.2.20 Assisting the State in scheduling and construction phase planning.

6.2.21 Commissioning for all systems, including functional verification at startup. This process shall include attendance by required factory representatives, testing equipment at all required speeds, and the completion of necessary controls to allow safe and proper start-up of equipment, and functional performance testing. After startup, this process is to confirm that the individual pieces work together. Tests shall be performed on any moving part including, but not limited to, all mechanical/HVAC systems, building automation systems and controls, electrical equipment, devices, lighting and controls, plumbing and piping systems, water transport and treatment systems; Architectural elements including building envelope, doors and operating/moveable items, etc. See Commissioning Specifications and BGS Design Guidelines at http://bgs.vermont.gov/facilities/forms for more information. The CM shall be responsible for assisting with and coordination of all subcontractors with the Commissioning Agent for observations, inspections, documentation, verification, testing, and reporting.

6.2.22 Punch list and training for all systems, see Specifications and BGS Design Guidelines for more information at http://bgs.vermont.gov/facilities/forms.

6.2.23 All warranty work, including coordinating any and all warranty work required by subcontractors.

6.2.24 Warranty Inspection one month prior to expiration of one-year warranty.

6.3 **CONSTRUCTION SERVICES FEE (Construction Manager's Fee):** The fee for the construction phase of the project shall be a lump sum fixed fee developed using the scope of work indicated herein, as well as the proposed project budget and schedule. For this purpose, the cost of construction will include all competitively bid portions of the work, plus the fixed fee for General Conditions established by this proposal. Construction services for Change Orders shall be included in the overhead and mark-up percentage, included in this proposal. The fee for the construction phase of the project shall include the following:

6.3.1 All direct contractor overhead not included in the general conditions.

6.3.2 All estimating.

6.3.3 All home office and data processing costs.

6.3.4 All indirect contractor overhead costs.

6.3.5 All unidentified contractor overhead costs.

6.3.6 All contractor profit.

6.4 **GENERAL INFORMATION AND REQUIREMENTS:**

6.4.1 The form of agreement will be the STATE OF VT CM CONTRACT between the State and Construction Manager.

6.4.2 The General Conditions for the Contract will be the STATE OF VERMONT GENERAL CONDITIONS FORM AND GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS.

6.4.3 The State shall receive copies of all proposals, contracts, subcontracts and material price proposals for the proposed GMP and material price proposals for which the CM has estimated using their own forces.

6.4.4 All cost savings will be returned to the State and any unused portion of any contingency or allowance carried in the GMP will revert to the State once the project is complete. The GMP shall include assumptions and clarifications agreed upon by the CM and State.

6.4.5 Labor rates used in establishing the cost of the work shall not include any payroll administrative costs, clerical costs, general administrative costs, or any costs other than the actual wages paid plus Workers' Compensation insurance costs, unemployment insurance costs, payroll taxes, and employee benefits.

6.4.6 Vermont State Wage Rates documentation and reporting shall apply to this project. Proper wage documentation and reports shall be forwarded to the appropriate State Departments as required.

6.4.7 The cost of the work shall not include any supervisory costs or administrative labor cost. Any supervisory costs or administrative labor costs are to be included in the fixed fee for general conditions or the fee for the contractor CM services.

6.4.8 There shall be no reimbursable costs except costs specifically identified in this RFP. All reimbursable costs shall be at cost with no additional markup.

6.4.9 The State and the CM will have separate contingencies. Use of the CM's contingency (in the GMP) will only be with the approval of the State and will include proposed scope, costs and reason for change, and shall be maintained in a log and reflected in a change order at the end of the project. At the end of the project, any remaining CM contingency will be returned to the State. Use of State's contingency (not in the GMP) will be added via change order.

6.4.10 At any time during the pre-construction phase, the State may terminate the agreement with the CM without prejudice. In the event the State elects to terminate the agreement with the CM, the CM shall provide copies of all records, bids, estimates, quotations, and other pertinent material developed by the CM during the pre-construction phase. The State shall pay the CM for the portion of the pre-construction services performed up to the point of termination. Upon payment for the portion of the pre-construction services performed, the CM shall have no further claims or rights under the executed agreement. Materials provided by the CM, and paid for by the State, shall become the property of the State.

6.4.11 All invoices including, but not limited to, invoices for materials, labor, equipment rental, and trade contracts used in establishing the cost of the work shall reflect all discounts and rebates of which the CM was able to take advantage. In order to take advantage of quick payment discounts, the State may be willing to make accommodations to meet specific terms. The CM will keep the State appraised of potential discounts and savings. The CM will be allowed to keep savings attributed to quick pay discounts unless the State is able to provide payment in such circumstances in the required time frame.

6.4.12 The State shall be responsible for paying all fees associated with attaining the local and state permits required for the project. Trade permits shall be the responsibility of the CM or regulated trade.

6.4.13 Electronic Submittal Procedures will be used for the submittal process, RFIs, reports, drawings and pay applications throughout the project. This account shall be used through the design process and continue through closeout of the project.

6.4.13.1. The electronic submittal process shall not be used for color samples, color charts, or physical material samples.

6.4.14**. SUBMITTAL EXCHANGE®**: Submittal Exchange® (www.submitalexchange.com) shall be used to provide an on-line database and repository, which shall be used to transmit and track project-related documents. The intent for using this service is to expedite the construction process by reducing paperwork, improving information flow, and decreasing submittal review turnaround time. The Submittal Exchange expense is covered by the design team therefore no expense is required to be carried by the CM.

6.4.14.1 Project submittals (shop drawing, product data and quality assurance submittals) shall be transmitted by the Contractor in PDF to Submittal Exchange®, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it shall be uploaded back to Submittal Exchange® for action and use by the Contractor and Director's Representatives.

6.4.14.2 The service also tracks and stores documents related to the project such as Request for Information (RFI's), Architect's Supplemental Instructions (ASI), Information Bulletins (IB's), CAD Coordination, Commission, Construction Change Directive (CCD), Contractor's Daily Reports, Minutes, Photos, Quality Control, Shop Drawings, Testing, Closeout Documents including As-Built

Drawings, Operations and Maintenance Manuals and other project related documents.

6.4.14.3 Training and support during this project will be provided by Submittal Exchange at no additional cost to the selected contractor(s).

7. **GENERAL REQUIREMENTS:**

7.1 **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

7.1.1 Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

7.1.2 **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

7.1.2.1. The State shall withhold 10% retainage for all construction related invoices. At Substantial Completion of the entire project, retainage may be reduced as agreed upon by State, CM and Architect. There shall be no retainage withheld on Pre-Construction services.

7.2 **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS**: In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

7.2.1 **Self Reporting:** For bid amounts exceeding $250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

7.2.2 **Subcontractor Reporting:** For bid amounts exceeding $250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with 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). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at http://bgs.vermont.gov/purchasing-contracting/forms . **The subcontractor reporting form is <u>not</u> required to be submitted with the bid response.**

7.3 **METHOD OF AWARD:** Awards will be made in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

7.3.1. T**he CM <u>must</u> structure their fees as outlined in the attached Project Cost Matrix**. **Any variation in how the CM structures their fees may result in a disqualified bid.**

Once a contract is awarded, changes in the way the fee is apportioned may be considered by the State.

7.3.2 **Evaluation Criteria:** The evaluation criteria for this project are:

7.3.2.1 Strength and Experience of the Construction Management Team

7.3.2.2 Process

7.3.2.3 Fee Structure (scored separately after evaluation of other criteria)

7.3.2.3.1 Fixed Fee for Pre-Construction Services

7.3.2.3.2 Fixed Fee for Construction Services (CM Fee)

7.3.2.3.3 Fixed Fee for General Conditions based on XX months of construction.

7.3.2.3.4 Percent Markup for Overhead and Profit for changes in the work after the GMP has been established.

7.3.2.3.5 Mark-up for Profit on Materials Purchased by the CM.

7.3.2.3.6 Hourly Rate for the Project Manager & Superintendent.

7.3.3 **Proposal Content:** Proposals should **respond to each criterion, in the order listed, in a well-organized manner**.

7.3.3.1 Restrict information to that requested. Unorganized or excessive and irrelevant information will impede review of your proposal and could adversely affect the score for one or more criteria.

7.3.3.2 **Non-responsive proposals will result in disqualification.**

7.3.3.3 **All questions must be answered.**

7.3.4 **CRITERION 1:** Strength and Experience of the CM Team

7.3.4.1 Has the CM had at least five (5) years of experience with Construction Management projects of this size and complexity? Include a list of projects that are similar in size and complexity within the last five (5) years. List project costs, dates of construction and delivery method (Construction Management, Design/Bid/Build, and Design Build).

7.3.4.2 Does the CM have experience with similar facilities? Provide a specific list of those projects, including cost and dates of construction.

7.3.4.3 Describe how the experience of the CM team members is appropriate for this project.

7.3.4.3.1 Provide the name and resume of the Project Manager to be assigned to the project, include a list of projects that he/she has worked on that are similar in size, type of construction and complexity for the last five (5) years with references, project costs, dates of construction and delivery method (Construction Management, Design/Bid/Build, and Design Build).

7.3.4.3.2 Provide the name and resume of Supervisory personnel to be assigned to the project, include a list of projects that he/she has worked on that are similar in size, type of construction and complexity for the last five (5) years with references, project costs, dates of construction and delivery method (Construction Management, Design/Bid/Build, and Design Build).

7.3.4.3.3 Who will represent the CM in the office and the field? Provide resumes, experience and references for key management.

7.3.4.3.4 Has the CM team worked together before on projects that are similar in size and complexity? If so, provide a list of the projects and indicate the team members on those projects, and the cost and years constructed.

7.3.5 **CRITERION 2:** Process

7.3.5.1 Provide an overview of the CM's proposed approach to the project; include anticipated challenges and proposed solutions.

7.3.5.2 Describe the CM's cost control methods for the pre-construction and construction phases.

7.3.5.3 Describe how the CM develops cost estimates, how often they are updated and what degree of accuracy is achieved.

7.3.5.4 Provide an evaluation of the proposed schedule. Include in the CM's evaluation the Date of Commencement, Substantial Completion of each phase of the work, and any other relevant milestones. Does the schedule present a challenge? Can the duration be shortened? Are there other considerations related to the schedule?

7.3.6 **CRITERION 3:** Fee Structure

7.3.6.1 The Committee will compare the fees for the Pre-Construction fee, fixed CM fee, fixed General Conditions, the percent markup for change orders, and the hourly rates.

7.3.6.2 For the Committee to equitably compare the Construction fees for Services and General Conditions, the CM must structure their fees as outlined in the attached Project Cost Matrix.

7.3.6.2.1 Once a contract is awarded, changes in the way the fee is apportioned may be considered by the State.

7.3.6.3 Complete the attached "Hourly Rate Schedule".

7.3.7 **SCORING:** The scoring by the Evaluation Committee members will be based on the cumulative point score of the evaluation criteria assigned by the Evaluation Committee. This score will be converted to an ordinal scoring system (majority rule). This contract will be awarded to the firm receiving the majority of 1st place votes resulting from the conversion, subject to the approval of the Commissioner of Buildings & General Services.

7.3.8

CRITERIA	WEIGHT	MAXIMUM POINTS	WEIGHTED TOTAL
Strength and Experience of CM Team	3	10	30
Process	2	10	20
Fee Structure			
Pre-Construction Fixed Fee	1	10	10
CM Fixed Fee	1	10	10
General Conditions Fixed Fee	1	10	10
Overhead & Profit on Change Orders	0.5	10	5

Mark-up for Profit on Materials Purchased by the CM	0.5	10	5
Hourly Rate for the Project Manager & Superintendent	1	10	10

PLEASE NOTE: The Project Cost Matrix must not be modified and shall be included with the Bid Proposal.

Project Cost Matrix					
Construction Management Services					
New Heat Plant 2559 Glen Road, Newport, VT					
Description (As applicable to project)	**General Conditions**		**CM Fee**	**Cost of Work**	**Comments**
	Included in bid	**To be added at GMP**			
General					
Profit			X		
Corporate Officer's Salary & Benefits			X		
Home Office Rent			X		
Home Office Autos & Travel			X		
Home Office Overhead			X		
Interest on Borrowed Capital			X		
Payroll/Bookkeeping/Clerical			X		
Project Management					
Project Executive			X		
Project Manager	X				
Assistant Project Manager	X				
Project Engineer	X				
Estimator			X		
Scheduler	X				
Superintendent	X				
Assistant Superintendent	X				
MEP Engineer/Manager	X				
Field Engineers	X				
Accounting	X				
Safety Officer			X		
Administrative Support	X				
Purchasing	X				
Travel	X				
Lodging	X				
Temporary Housing	X				
Project Vehicles	X				
Surveying	X				

Project Cost Matrix					
Construction Management Services					
New Heat Plant **2559 Glen Road, Newport, VT**					
Description (As applicable to project)	**General Conditions**		**CM Fee**	**Cost of Work**	**Comments**
	Included in bid	**To be added at GMP**			
Shop Drawings		X			By subcontractor, processed by CM
As-Built Drawings		X			By subcontractor, processed by CM
O&M Manuals		X			By subcontractor, processed by CM
Mobilization/Demobilization		X			
Safety Program			X		
Mock-ups				X	
Insurance/Bonding/Taxes/Permits					
Builder's Risk Insurance		X			
General Liability Insurance		X			
Workers' Compensation Insurance	X				Includes Management & Hourly Workers
Performance Bond		X			
Payment Bond		X			
Warranty Bond		X			
Sales Tax (where applicable)				X	On rented equipment only
Trade Permits				X	
Temporary Services					
Temporary Plumbing				X	
Temporary Power/Lighting				X	
Temporary Heat & Cooling Equipment				X	
Temporary Fire Protection				X	
Temporary Fire Alarm				X	
Temporary Parking Area				X	
Dust & Noise Control				X	
Safety Procedures				X	
Temporary Heat Fuel				X	
Electric Power Compensation				X	
Winter Conditions				X	
Tool Rental				X	

Project Cost Matrix					
Construction Management Services					
New Heat Plant **2559 Glen Road, Newport, VT**					
Description (As applicable to project)	**General Conditions**		**CM Fee**	**Cost of Work**	**Comments**
	Included in bid	**To be added at GMP**			
Enclosures				X	
Storage Trailers				X	
Snow Removal				X	
Construction Fencing				X	
Staging Area/Access Roads				X	
Equipment Rentals				X	
Guardrail & Protection at Openings				X	
Barriers				X	
Watchman/Guard Services				X	
Police Details				X	
Lull				X	
Lifts				X	
Scaffolding				X	
Temporary Protection					
General Protection & Safety - Materials				X	
Protect Finished Work				X	
First Aid				X	
Fire Extinguishers				X	
Rubbish, Recycling & Clean-up					
Trash Chutes				X	
Dumpsters & Tipping Fees				X	
Recycling Containers				X	
Street Cleaning				X	
Storm Drain Cleaning				X	
General Cleaning				X	
Final Cleaning				X	
Exterior Window Cleaning				X	
Field Office Expenses					
Office Furniture & Computers	X				
Office Equipment	X				
Office Copier/Scanner/Facsimile	X				

Project Cost Matrix					
Construction Management Services					
New Heat Plant **2559 Glen Road, Newport, VT**					
Description (As applicable to project)	**General Conditions**		**CM Fee**	**Cost of Work**	**Comments**
	Included in bid	**To be added at GMP**			
Supplies	X				
Temporary Signage	X				
Telephone (hard wired/cellular)	X				
Postage, Messengers	X				
High Speed Wired & Wireless Data	X				
2-Way Radios	X				
Travel	X				
Progress Photos	X				
Miscellaneous General Expenses		X			
Sanitary Facilities				X	
Small Tools				X	
Tools & Consumables				X	
Office Trailer(s) – (CM, Meetings & Subcontractors)		X			
Punch List	X			X	In General Conditions unless provided by subcontractor
Demonstration & Training		X		X	In General Conditions unless provided by subcontractor

7.4 **STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

7.5. **CONFLICTS OF INTEREST:**

7.5.1. **Organizational Conflict of Interest (OCOI):** An OCOI arises when a bidder as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

7.5.2. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an individual, agent or employee of a bidder could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

7.5.3. **Requirements**: The State does not seek to contract with any individual or business entity having a conflict of interest which cannot be mitigated to the State's satisfaction. To ensure the State's awareness of actual, potential, or reasonably perceived PCOIs and OCOIs, bidders shall:

a) Prior to submitting a proposal, conduct an internal review of its current affiliations and activities and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to a contract with the State that may result from this solicitation.

b) Disclose in your proposal any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to a contract with the State that may result from this solicitation. Disclose, also, any actions proposed to mitigate the PCOI or OCOI.

7.5.4. The State shall have sole discretion to determine whether a PCOI or OCOI can be mitigated to the State's satisfaction and may discuss the conflict with the bidder if and to the extent the State deems discussion necessary to its determination. The State reserves the right to (a) reject from further consideration any proposal having a PCOI or OCIO that cannot be mitigated to the State's full satisfaction and (b) terminate a contract upon discovery that a contractor failed to disclose facts pertaining to a PCOI or OCOI in its proposal, or otherwise misrepresented relevant information to the State.

7.6 **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

7.6.1 **Business Registration:** To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office Vermont Secretary of State - Business Services Division and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes http://tax.vermont.gov/ .

7.6.2 The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

7.6.3 **Payment Terms:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

7.6.4 **Quality**: If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

8. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

8.1. **Unsolicited Bidder-Confidential Information Prohibited.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.

8.2. **Disclosure under Public Records Act.** All information received by the State in response to this solicitation will become part of the contract file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. The State may also choose to publicly post responses to this solicitation and the resulting agreement(s), following conclusion of this procurement process.

8.3. **Unsolicited Confidential Materials.** This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

8.4. **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

8.5. The bid should include a Cover Letter and Technical Response and Price Schedule.

8.6. **COVER LETTER:**

8.6.1. Exceptions to Contract Terms and Conditions. The State will not consider exceptions to contract terms and conditions included with this RFP.

8.3 **BACKGROUND AND EXPERIENCE.** Provide details concerning the form of business organization, company size and resources; describe particular experiences relevant to the proposed project and list all current or past State projects.

8.4 **GENERAL REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

8.5 **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

8.6 **PRICING:** Bidders shall submit their pricing information in the Bid Proposal attached to the RFP. Bidders may be required to submit pricing information separate from their bid package, if specifically required above.

8.7 **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

9. **SUBMISSION INSTRUCTIONS:**

9.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

9.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

9.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.

9.2. **ELECTRONIC BIDS ONLY:** All bids under this RFP must be submitted electronically in accordance with the submission requirements herein. Electronic bids will be accepted via email submission to BGS.VTBids@vermont.gov The subject line of the email submission must reference the Project Title as indicated on the front page of this RFP.

9.2.1. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

9.2.2. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size.

10. **BID SUBMISSION CHECKLIST:**

- ✓ Cover Letter
- ✓ Signed Certificate as to Corporate Principal
- ✓ Signed Bid Bonding Form
- ✓ Response to Criterion
- ✓ General References
- ✓ Project Cost Matrix
- ✓ Signed Certificate of Compliance
- ✓ Signed Bid Proposal

11. **ATTACHMENTS:**

11.1 **SAMPLE** Standard Contract Form for Construction Management Services (March 13, 2026)

11.2 Attachment C: Standard State Contract Provisions (February 13, 2026)

11.3 Certificate of Compliance

11.4 Bid Proposal Form

11.6 Instructions & Bond Forms (Bid, Performance, Payment and Guaranty)

11.7 Certificate as to Corporate Principal

11.8 Vermont Prevailing Wage Rate Notice

11.9 General Conditions

11.10 Plans: Schematic Design Plans- Northern State Correctional Facility New Heat Plant

11.11 Security Requirements

BGS CONTRACT FORM FOR CONSTRUCTION MANAGEMENT SERVICES

1. ***Parties.*** This is a contract for services between the State of Vermont, _____ (hereinafter called "State"), and _____, with a principal place of business in _____, (hereinafter called "Contractor"). Contractor's form of business organization is _____ (incorporated, limited liability company, sole proprietor, etc.). It is the contractor's responsibility to determine if, by law, the contractor is required to be registered with the Vermont Department of Taxes for the purposes of filing required Vermont taxes.

2. ***Subject Matter.*** The subject matter of this contract is services generally on the subject of construction services. Services to be provided by the contractor are described in Attachment A.

3. ***Maximum Amount.*** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $XXX.

   MAXIMUM AMOUNT: $XXX.00. The initial contract value will be written to include the Pre-Construction services ($XXX.00), Fee for Construction Services ($XXX.00), the Fee for General Conditions ($XXX.00) and the anticipated Phase I Cost of Work ($XXX.00) which includes any allowances or reimbursables included in this contract. The final contract value will be determined and adjusted after the establishment of a Guaranteed Maximum Price (GMP), inclusive of the estimated construction cost of Phase II and in accordance with the terms of the contract.

4. ***Contract Term.*** The period of contractor's performance shall begin on XXX, and end on XXX with a substantial work completion date of XXX.

5. ***Prior Approvals.*** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

5A. ***Sole Source Contract for Services.*** This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950. ***Instruction for when to use Section 5A: This language must be included in all sole source contracts, regardless of dollar amount. Otherwise, for contracts that result from an RFP or simplified bid, delete this language.***

6. ***Conflicts of Interest.***

   6.1 **Organizational Conflict of Interest (OCOI):** An OCOI arises when the Contractor as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Contract.

   6.2 **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an agent or employee of the Contractor could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Contract.

   6.3 **Requirements:** Contractor shall not have PCOIs or OCOI's with respect to this Contract nor with respect to any other contract(s) it may hold with the State. In order to ensure that PCOIs and OCOI's do not exist, the Contractor shall:

SAMPLE

a. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Contract.

b. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.

c. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this contract for which the Contractor has identified a PCOI.

d. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any Non-Disclosure Agreement required by this Contract.

e. Make an immediate and full disclosure, in writing, to the State Point of Contact for the Contract of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Contract.

6. 4 **Remedies:**

a. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Contractor to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.

b. If the State does not deem mitigation practicable, the State may terminate all or a portion of the contract. for default or pursue such other remedies as may be permitted by law or this contract.

c. If a contractor fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate the contract for default or pursue such other remedies as may be permitted by law or this contract.

7. ***Amendment.*** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

8. ***Cancellation.*** Cancellation of this contract shall be done in a manner consistent with applicable conditions of Article 14 of Attachment D.

9. ***Attachments***. This contract consists of XXX pages including the following attachments which are incorporated herein:

ATTACHMENT A-1: Scope of Work Overview
ATTACHMENT A-2: State Standard Construction Management Form
ATTACHMENT B: Payment Provisions
ATTACHMENT C: Standard State Provisions for Contracts and Grants, a preprinted form (revision dated 02/13/2026), except that the following numbered paragraphs are hereby deleted in their entirety: 8. Insurance
ATTACHMENT D: General Conditions for Construction Contracts
ATTACHMENT E: GUARANTEED MAXIMUM PRICE AMENDMENT FORM
ATTACHMENT F: IF THERE ARE TECHNICAL SPECIFICATIONS – LIST HERE

SAMPLE

ETC.
Addendum No. 1 dated XXX
Addendum No. 2 dated XXX
ETC.

ATTACHMENT G: PLANS, ETC.
You will need to list the various plans from the INDEX
ETC.
ETC.
ATTACHMENT H: Supplementary General Conditions REMOVE IF NOT APPLICAPLE
ATTACHMENT I: State of Vermont – Federal Terms Supplement (construction) **THIS ATTACHMENT MUST BE INCLUDED IN ANY CONTRACT FOR WHICH FEDERAL FUNDS WILL BE USED. THIS LANGUAGE CAN BE DELETED HERE IF THIS REQUIREMENT IS NOT APPLICABLE.**

10. ***Order of Precedence***. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

(1) Standard Contract
(2) Attachment C (Standard Contract Provisions for Contracts and Grants rev 02/13/2026)
(3) Attachment D General Terms and Conditions for Construction Contracts
(4) Attachment F
(5) Attachment G
(6) Attachment H
(7) Attachment I State of Vermont – Federal Terms Supplement (construction)
(8) Attachment A-1
(9) Attachment A-2
(10) Attachment E
(11) Attachment B

11. ***Plan Security Certification***. Contractor acknowledges that the plans pertaining to this project have been declared exempt from public record inspection for security reasons and have been disclosed to Contractor as per 1 V.S.A. §317(c)(32) for the performance of the Work specified herein. Contractor hereby expressly acknowledges and agrees to disclose plans only to a licensed architect, engineer, or Contractor who is bidding to work on, or actually performing work on, buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the state and specifically related to this project. Furthermore, Contractor agrees to abide by BGS Administrative Policy # 35 and any existing or future directives set forth by the State concerning the copying or distribution of the plans. Fraud, misrepresentation, falsification, or concealing or covering up material facts relating to compliance with these directives may result in one or more of the following actions: termination of the contract(s), suspension of bidding privileges, withholding, deducts, forfeiture of security bonds, and criminal prosecution punishable by imprisonment of up to five years and/or up to a $10,000 fine as per 13 V.S.A. §3016.

12. ***Laws.*** Contractor shall comply with all public laws, ordinances, and requirements respecting the work, obtain and pay for all required permits and comply with regulations of any insurance company which issues a policy on any part of the work or site.

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

SAMPLE

Contractor shall acquaint himself with limits of the property or right-of-way of the State and shall not trespass on other property. All work shall be done in such a manner as not to interfere with the State's operating functions. Contractor and his employees shall familiarize themselves and comply with all posted rules.

13. ***Non-Collusion.*** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation. We reserve the right to cancel the contract if we suspect collusion.

14. ***Assignment.*** Contractor shall not have the right to transfer, or assign this Contract or any part thereof, without the prior written consent of the State and such consent shall not relieve the Contractor of any liability or responsibility hereunder. The failure of the State to assert any of its rights hereunder shall not be construed as a waiver thereof.

15. ***Employment of Women and Minorities.*** The State of Vermont encourages an increase in work force participation rates for women and minorities in all aspects of publicly funded capital construction projects. The contractor is encouraged to seek out and employ qualified women and minorities for work covered under this contract. The following provisions and requirements shall apply when the total contract exceeds $50,000, and the general contractor shall require all first-tier subcontractors to comply with these requirements when their contract exceeds $50,000.

    a. At the conclusion of the project, the affected contractors must complete the Construction Employment Report and submit it to the Department of Buildings and General Services for recording. A complete description and dollar value of the work or supplies provided, and percentage value of the overall construction contract for each such M/WBE transaction must be included. Final payment will not be made until this requirement has been satisfied.

16. ***Minority and Women Business Enterprises (M/WBE).*** It is the policy of the State of Vermont that M/WBE's shall have the maximum opportunity to participate in the performance of contracts financed with state funds. All Bidders are encouraged to contact M/WBE's in an effort to recruit them to submit proposals for the work or portions thereof. The contractor shall not discriminate on the basis of race, color, national origin or sexual orientation in the award and performance of subcontracts. The Department of Buildings and General Services shall, in accordance with Executive Order #15-91, and for publicly funded capital construction projects exceeding $50,000.00, comply with the following provisions and requirements. Upon receipt of letter of intent to award contract, the successful bidder shall submit an M/WBE Reporting Form along with certificates of insurance and other pre-contract information. The form includes space to report the name, address and phone number of the M/WBE's contacted, the trade, if their price was included in the bid proposal, and if not, the reason for rejection of their bid. The contract will not be executed until the M/WBE Form is received. Failure to contact M/WBE's on or when projects require sub-contract work may constitute non-compliance and may result in forfeiture of future bidding privileges until resolved.

17. ***Vermont Prevailing Wage Rate Requirements***. Vermont law requires this project comply with the prevailing wage rate requirements set forth in 29 V.S.A. §161(b). The full text of 29 V.S.A. §161 is available at: https://legislature.vermont.gov/statutes/section/29/005/00161.

18. ***Worker Classification.*** State Contracts Compliance Requirements: The Department of Buildings

SAMPLE

and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding $250,000.00 requires bidders comply with the following provisions and requirements. ((a) (3) For construction and transportation projects over $250,000.00, a payroll process by which during every pay period the contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite, and a daily census of the jobsite. This information, including confirmation that contractors, subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the jobsite, and similar information for the subcontractors regarding their subcontractors shall also be provided to the department of labor and to the department of banking, insurance, securities, and health care administration, upon request, and shall be available to the public.

19. ***Debarment by the Department of Labor (DOL) or the Department of Financial Regulation.*** The State of Vermont reserves the right to terminate this contract with fifteen (15) day notice to contractor, upon determination that the contractor or a subcontractor to the contractor has been debarred by the Department of Labor (DOL) or the Department of Financial Regulation. Additionally, the State of Vermont reserves the right to withhold payment and / or terminate this contract if contractor fails to provide payroll records requested by the DOL and the Department of Financial Regulation within thirty (30) days of receipt of the request from DOL or the Department of Financial Regulation.

20. ***Miscellaneous.*** Paragraph headings are inserted for convenience only and are not to be relied upon for content. The Contractor is required to ensure that any and all agreements with subcontractors conform to the requirements contained herein and that subcontractors abide by all applicable provisions of this contract including, but not limited to, the requirement that Contractor has complied with and shall continue to comply with all requirements with respect to qualification to do business in Vermont and registration with the office of the Secretary of State. In the event that all or a portion of the project is to be subject to a subcontract, it shall be the responsibility of the Contractor to determine that the subcontractor has complied with the above requirements of registration and qualification as well as all other applicable provisions of this contract.

21. ***Waste Reduction Planning.*** It is the intent of the State of Vermont to significantly reduce the amount of construction debris going into the total waste stream. Contractor is required to prepare and submit a Construction Site Waste Reduction Plan prior to contract execution. A sample plan is available at: https://dec.vermont.gov/waste-management/solid/materials-mgmt/construction-waste . 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.

SAMPLE

ATTACHMENT A-1: SCOPE OF WORK OVERVIEW

Contractor shall provide all labor, materials and equipment necessary to satisfactorily complete the construction of the XXX Project located at XXX in XXX, Vermont.

Construction shall be in accordance with the construction documents (drawings and specifications) prepared by the Department of Buildings and General Services OR XXX Consultants dated XXX and in accordance with the work described in Attachments D, E, F, G, and Attachment H, I. The following represents a summary description of the Project.

DESCRIPTION OF WORK:

A. The work consists of, but not limited to, the construction of XXXX. Including, but not limited to, the following major components:

   1. XXX
   2. ETC.

B. ETC.

WORK UNDER ANOTHER CONTRACT: REMOVE IF NOT APPLICABLE

A. State shall award separate contract for the following work. Work under this contract shall include:

   1. XXX

B. General: Contractor shall cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Contractor shall coordinate the Work of this Contract with work performed under separate contracts.

PRE-ORDER PRODUCTS (PURCHASE BY CONTRACTOR(S)): REMOVE IF NOT APPLICABLE

A. None ordered at this time; however State may place orders with suppliers for specific products, to expedite delivery and for other purposes in State's interests.

B. A copy of each purchase order shall be required to be bound at the back of each referenced Section as an attachment for information to Supplier.

C. On execution of State Contractor Agreement, Contractor shall execute purchase agreement with designated supplier, in accordance with terms stated in State's purchase order to supplier.

D. Contractor responsibility for purchase, handling and installation of pre-ordered products is the same as for other Contractor furnished products.

SAMPLE

ATTACHMENT A-2: STATE STANDARD CONSTRUCTION MANAGEMENT FORM

ARTICLE 1
GENERAL PROVISIONS

1.1 STATEMENT OF EXPECTATIONS

The Construction Manager accepts the relationship of trust and confidence established with the State by this Agreement, and covenants with the State to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the State. The Construction Manager, hereinafter referred to as the Contractor, shall furnish preconstruction, construction, and post-construction administration and management services, and use the Contractor's best efforts to perform the Project in an expeditious and economical manner consistent with the best interests of the State. Both parties understand and agree that cooperation with the Architect is vital to the successful completion of the project.

1.2 GENERAL CONDITIONS

This contract includes the State of Vermont General Conditions for Construction which is incorporated herein by reference. The General Conditions of the contract apply to all phases of construction unless otherwise specifically excepted in this Agreement. The term "Contractor", as used in the General Conditions, shall mean the Construction Manager.

ARTICLE 2

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 of this Article constitute the Preconstruction Phase services. If the State after consultation with the Architect, and Contractor agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently.

2.1 PRECONSTRUCTION PHASE

2.1.1 PRELIMINARY EVALUATION

The Contractor shall provide a preliminary evaluation of the State's program and Project budget requirements, each in terms of the other.

2.1.2 CONSULTATION

The Contractor, after consultation with the State and the Architect, shall schedule and attend regular meetings with the State and Architect. The Contractor shall consult with the State and Architect regarding site use and improvements, and the selection of materials, building systems

SAMPLE

and equipment. The Contractor shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

2.1.3 PROJECT SCHEDULES

When Project requirements described in Section 3.1.1 have been sufficiently identified, the Contractor shall prepare, and periodically update, a Project schedule for the Architect's review and the State's approval. The Contractor must obtain the Architect's approval of the portion of the Project schedule relating to the performance of the Architect's services prior to submitting the project schedule to the State for State approval. The Contractor shall coordinate and integrate the Project schedule with the services and activities of the State, Architect and Contractor. As design proceeds, the Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of material or equipment requiring long-lead time procurement, the State's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If Project schedule updates indicate that previously approved schedules may not be met, the Contractor shall notify the State and Architect that the previously approved schedule will not be met and the Contractor will make appropriate recommendations to the State and Architect, which shall include the information contained in this Section (2.1.3) and, in addition, include recommendations on how to meet the previously approved schedule; possible measures to avoid future delays; and a revised schedule.

2.1.4 PHASED CONSTRUCTION

The Contractor shall make recommendations to the State and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 PRELIMINARY COST ESTIMATES

2.1.5.1 When the State has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Contractor shall prepare, for the review of the Architect and approval of the State, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2.1.5.2 When Schematic Design Documents have been prepared by the Architect and approved by the State, the Contractor shall prepare for the review of the Architect and approval of the State, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Architect and Contractor and approved by the State.

SAMPLE

2.1.5.3 When Design Development Documents have been prepared by the Architect and approved by the State, the Contractor shall prepare a detailed estimate with supporting data for review by the Architect and approval by the State. During the preparation of the Construction Documents, the Contractor shall update and refine this estimate at appropriate intervals agreed to by the State.

2.1.5.4 If any estimate submitted to the State exceeds previously approved estimates or the State's budget, the Contractor shall include with the aforementioned estimate, appropriate recommendations to the State and Architect.

2.1.6 SUBCONTRACTORS AND SUPPLIERS

The Contractor shall seek to develop subcontractor interest in the Project and shall furnish to the State and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly notify the State in writing if the Architect knows of any objection to such subcontractor or supplier. The State will promptly reply in writing to the Contractor if the State knows of any objection to such subcontractor or supplier.

The receipt of such list shall not require the State or Architect to investigate the qualifications of proposed, subcontractors or suppliers, nor shall it waive the right of the State or Architect to later object to or reject any proposed subcontractor or supplier under the terms of this contract.

2.1.7 LONG LEAD TIME ITEMS

The Contractor shall recommend to the State and Architect a schedule for procurement of long lead time items, which will constitute part of the Work as required to meet the Project schedule. If such long lead time items are procured by the State, they shall be procured on terms and conditions consistent with all applicable state laws, regulations, and bulletins. Upon the State's acceptance of the Contractor's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the State to the Contractor, who shall accept responsibility for such items as if procured by the Contractor. The Contractor shall expedite the delivery of long lead time items.

2.1.8 EXTENT OF RESPONSIBILITY

The Contractor does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Contractor concerning design alternatives shall be subject to the review and approval of the State and the State's professional consultants. It is not the Contractor's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Contractor recognizes that portions of the Drawings and Specifications are at variance therewith, the Contractor shall promptly notify the Architect and State in writing.

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2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1 When the Drawings and Specifications are sufficiently complete, the Contractor shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee.

2.2.2 The Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared. The Contractor shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. "Further development", as that term is used in the previous sentence, does not include the development of additional Drawings and Specifications due to such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.3 The estimated Cost of the Work shall include the Contractor's contingency, a sum established by the Contractor for the Contractor's exclusive use to cover costs arising under Section 2.2.2 and other costs which are properly reimbursable as a Cost of the Work. Use of the Contractor's contingency shall be documented and made available for review upon request by the State at the time of submission of monthly requisitions. The amount of contingency being carried by the Contractor in the GMP shall be reduced by change order once the project has been completely "bought out" and after reaching milestones that are mutually agreed upon by the Contractor, State and Architect.

2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

(a**)** A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.

(b**)** A list of allowances and a statement of their basis.

(c**)** A list of the clarifications and assumptions made by the Contractor in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.

(d**)** The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the Guaranteed Maximum Price.

(e**)** The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

SAMPLE

2.2.5 The Contractor shall meet with the State and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the State or Architect discover any inconsistencies or inaccuracies in the information presented, the State shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis or both.

2.2.6 The Guaranteed Maximum Price proposal shall not be effective without written acceptance by the State.

2.2.7 Prior to the State's acceptance of the Contractor's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work, unless, prior to incurring the cost, the contractor has submitted a written request to the State and the State has approved the request in writing.

2.2.8 Upon acceptance by the State of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in the Guaranteed Maximum Price Amendment. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.2.9 The State shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. Such revised Drawings and Specifications shall be furnished to the Contractor in accordance with schedules agreed to by the State, Architect and Contractor. The Contractor shall promptly notify the Architect and State if such revised Drawings and Specifications are inconsistent with the agreed upon assumptions and clarifications.

2.2.10 The Guaranteed Maximum Price shall include in the Cost of the Work any taxes applicable to the project at the time the Guaranteed Maximum Price is established.

2.3 CONSTRUCTION PHASE

2.3.1 COMMENCEMENT

The Construction Phase shall commence, in whole or in part, upon receipt of a Notice to Proceed from the Commissioner of Buildings and General Services.

2.3.2 ADMINISTRATION

2.3.2.1 Those portions of the Work that the Contractor has not identified in his or her Guaranteed Maximum Price as being self performed with the Contractor’s own personnel, or as otherwise approved by the State, shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Contractor shall obtain bids from and select Subcontractors and suppliers according to the following conditions and requirements:

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(a) The Contractor shall publically advertise **or** invite three or more bids for any supplier or subcontractor whose proposed work or materials and/or equipment for use on the project exceeds Fifteen Thousand dollars ($ 15,000.00). The term "suppliers" includes those who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work.
(b) Subject to approval by the State, the Contractor shall award the bid to one of the three lowest responsible bidders, conforming to specifications, with consideration being given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, and his or her ability to render satisfactory service.
(c) Subject to approval by the State, the Contractor is permitted to bid on specific aspects of the project. The Contractor must submit a bid consistent with the terms of this contract and present it to the State prior to other bids being opened. Any bid in which the Contractor has submitted a bid must be awarded to the lowest bidder unless approved in writing by the State.
(d) The commissioner of Buildings and General Services has the right to reject any and all bids and to invite other bidders.

The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Contractor to the State and Architect (1) is recommended to the State by the Contractor; (2) is qualified to perform that portion of the Work; (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the State fails to approve the bid, then the Contractor may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity the State failed to approve and the amount of the subcontract or other agreement actually signed with the person or entity eventually selected by Contractor.

2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior consent of the State.

2.3.2.4 The Contractor shall schedule and conduct meetings, at least bi-weekly, at which the State, Architect, Contractor and appropriate Subcontractors can discuss the status of the Work. The Contractor shall prepare and promptly distribute meeting minutes.

2.3.2.5 Promptly after the State's acceptance of the Guaranteed Maximum Price proposal, the Contractor shall prepare a schedule in accordance with Section 4.10 of the State of Vermont General Conditions (Attachment F). The schedule must consider the impacts on the Project and Work caused by the State's occupancy requirements.

SAMPLE

2.3.2.6 The Contractor shall provide monthly written reports to the State and Architect on the progress of the entire Work. The Contractor shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the State may reasonably require. The log shall be available to the State and Architect.

2.3.2.7 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and, estimated costs and report the variances to the State and Architect at regular intervals.

2.4 PROFESSIONAL SERVICES

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor has specifically agreed in writing to provide such services. In such event, the Contractor shall cause such services to be performed by appropriately licensed professionals. Contractor shall require licensed professionals to comply with all insurance requirements contained in Attachment C.

2.5 UNSAFE MATERIALS

In addition to the provisions of Section 10.1 of the State's General Conditions, if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the State and Architect in writing. The State, Contractor and Architect shall then proceed in the same manner described in Section 10.2 of the State's General Conditions. The State shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the State shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and Architect will promptly reply to the State in writing stating whether or not either has reasonable objection to the persons or entities proposed by the State. If either the Contractor or Architect has a reasonable objection to a person or entity proposed by the State, the State shall propose another to whom the Contractor and Architect have no reasonable objection.

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ARTICLE 3

STATE'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The State shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the State's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The State shall establish and update an overall budget for each phase of the Project, based on consultation with the Contractor and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the State.

3.1.3 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS

During the Preconstruction Phase, the State shall furnish the following with reasonable promptness and at the State's expense, and the Contractor shall be entitled to rely upon the accuracy of any such information: reports, surveys, drawings and tests described in Sections 3.1.3.1 through 3.1.3.4 of this Article except to the extent that the Contractor knows of any inaccuracy.

3.1.3.1 Reports, surveys, drawings, tests and any and all permits and their conditions concerning the conditions of the site which are required by law.

3.1.3.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site: The surveys and legal information shall include, as available and applicable, grades and lines of streets, alleys, pavements and adjoining property., and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.1.3.3 The services of geotechnical engineers when such services are reasonably required by the scope of the project and are requested by the Contractor. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including, necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.1.3.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports, which are required by law.

3.1.3.5 The services of other consultants when such services are reasonably required by the scope

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of the Project and are requested by the Contractor.

3.2 STATE'S DESIGNATED REPRESENTATIVE

The State shall designate a Project Manager who shall have express authority to bind the State with respect to all matters requiring the State's approval or authorization. The Project Manager shall have the authority to make decisions on behalf of the State concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor.

3.3 ARCHITECT

The State shall retain an Architect to provide the Basic Services, including normal civil, structural, mechanical and electrical engineering services, other than cost estimating services. The State shall authorize and cause the Architect to provide those services requested by the Contractor, which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the State, Architect and Contractor. In the event that an Architect has not been utilized for the project, the Project Manager will be responsible for administration of the contract. All other functions, duties, or obligations of the Architect, under these Standard Construction Management Form, in the absence of an Architect, will be performed by the Project Manager.

ARTICLE 4

COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The State shall compensate and make payments to the Contractor for Preconstruction Phase services as follows:

4.1 COMPENSATION

4.1.1 For the services described in Section 2.1 (preconstruction phase) and Section 2.2 (work regarding Guaranteed Maximum price) the Contractor's compensation shall be calculated as detailed and described in Contract Documents, specifically the Contractor’s response to the State’s RFP.

4.1.2 Compensation for Preconstruction Phase services shall be equitably adjusted if such services extend beyond the dates established in this Agreement or if the originally contemplated scope of services is significantly modified.

4.1.3 If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Contractor's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related

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thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS

4.2.1 Payments shall be made monthly following presentation of the Contractor's invoice and, where applicable, shall be in proportion to services performed.

4.2.2 Payments are due and payable thirty (30) days from the date the Contractor's invoice is received by the State. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 5

COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The State shall compensate the Contractor for Construction Phase services as follows:

5.1 COMPENSATION

5.1.1 For the Contractor's performance of the Work as described in Section 2.3 of this Agreement, the State shall pay the Contractor in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Contractor's Fee determined as follows for Phase I and Phase II:

1. The initial contract value will be written to include the Pre-Construction services ($XXXX.00), Fee for Construction Services ($XXXX.00), the Fee for General Conditions ($XXXX.00) and the anticipated Phase I Cost of Work ($XXXX.00), which includes any allowances or reimbursables included in the RFP. The final contract value will be determined and adjusted after the establishment of a Guaranteed Maximum Price (GMP), inclusive of the estimated construction cost of Phase II and in accordance with the terms of the contract.

2. Change Orders = XX% overhead plus XX% profit.

5.2 GUARANTEED MAXIMUM PRICE

5.2.1 The sum of the Cost of the Work and the Contractor's Fee are guaranteed by the Contractor not to exceed the amount provided in Guaranteed Maximum Price Amendment (Attachment E), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the State.

All savings that result in a total cost below the Guaranteed Maximum Price shall accrue 100 %

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to the owner.

5.3 CHANGES IN THE WORK

5.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Guaranteed Maximum Price Amendment (Attachment E) may be determined by any of the following methods:

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

5.3.2 In calculating adjustments to subcontracts (except those awarded with the State's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 12.1.3(c) of the State's General Conditions and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Section 12.1.4 of the State's General Conditions shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the State's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

5.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above referenced provisions of the State's General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement and the terms "and a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Article 5, Section 5.1 of this Agreement.

5.3.4 If no specific provision is made in Article 5, Section 5.1 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1 will cause substantial inequity to the State or Contractor, the Contractor's Fee shall be equitably adjusted on the basis of the fee established for the original Work.

ARTICLE 6

COST OF THE WORK FOR CONSTRUCTION PHASE

6.0 COSTS TO BE REIMBURSED

The term "Cost of the Work" shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the State. The Cost of the Work shall include only the items set forth in this Article 6.

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6.1 LABOR COSTS

(a**)** Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the State's agreement, at off-site workshops.

(b**)** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the State's agreement.

(c**)** Wages and salaries of the Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

(d**)** Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Clauses 6.1(a) through 6.1(c).

6.2 SUBCONTRACT COSTS

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

6.3 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

(a**)** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

(b**)** Costs of materials described in the preceding Section 6.3(a) in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the State at the completion of the Work or, at the State's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the State as a deduction from the Cost of the Work.

6.4 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

(a**)** Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

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(b) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the State's prior approval.

(c) Costs of removal of debris from the site.

(d) Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

(e) That portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

6.5 MISCELLANEOUS COSTS

(a) That portion directly attributable to this Contract for insurance premiums and bonds.

(b) Sales, use or similar taxes assessed by a governmental authority which are related to the Work and for which the Contractor is liable.

(c) Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

(d) Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.7(b).

(e) Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the State's consent; provided, however, that such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Section 4.17 of the State’s General Conditions or other provisions of the Contract Documents.

(f) Deposits lost for causes reasonably attributable to the State through change orders, revisions in scope of project, or undue delay directly attributable to the State.

6.6 OTHER COSTS

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Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the State.

6.7 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Article 6 which are incurred by the Contractor:

(a) In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.3 of the State's General Conditions.

(b) In repairing or correcting damaged or nonconforming Work executed by the Contractor or the Contractor's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the State set forth in this Agreement of the Contractor or the Contractor's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Contractor, or the failure of the Contractor's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Contractor from insurance, Subcontractors or suppliers.

6.8 The costs described in Sections 6.1 through 6.8 shall be included in the Cost of the Work notwithstanding any provision of the State's General Conditions or other Conditions of the Contract which may require the Contractor to pay such costs, unless such costs are excluded by the provisions of Section 6.9 of this Agreement.

6.9 COSTS NOT TO BE REIMBURSED

The Cost of the Work shall not include:

(a) Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office.

(b) Expenses of the Contractor's principal office and offices other than the site office.

(c) Overhead and general expenses.

(d) The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

(e) Rental costs of machinery and equipment except as provided in Section 6.4(b).

(f) Costs due to the negligence of the Contractor or to the failure of the Contractor to fulfill a specific responsibility to the State set forth in this Agreement.

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(g) Costs incurred in the performance of Preconstruction Phase Services.

(h) Costs which would cause the Guaranteed Maximum Price to be exceeded.

6.10 DISCOUNTS, REBATES AND REFUNDS

(a) Cash discounts obtained on payments made by the Contractor shall accrue to the State if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefore from the State, or (2) the State has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the State, and the Contractor shall make provisions so that they can be secured.

(b) Amounts which accrue to the State in accordance with the provisions of Section 6.10(a) shall be credited to the State as a deduction from the Cost of the Work.

6.11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the State. The State and the State's accountants shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7

CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS

7.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the State shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

7.1.3 Provided an Application for Payment is received by the Architect no later than the twentieth (20th) day of a month, the State shall make payment to the Contractor no later than the twentieth (20th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the State no later than

SAMPLE

thirty (30) days after the Architect receives the Application for Payment.

7.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the State or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

7.1.5 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

7.1.6 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(a**)** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the State of changes in the Work, amounts not in dispute may be included even though the Guaranteed Maximum Price has not yet been adjusted by Change Order. The amount of credit to be allowed by the Contractor to the State for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

(b**)** Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the State, suitably stored off the site at a location agreed upon in writing.

SAMPLE

(c**)** Add the Contractor's Fee then subtract retainage from the total payment amount requested. The Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses (a & b) at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that section, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

(d**)** Subtract the aggregate of previous payments made by the State.

(e) Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the State.

(f**)** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.6 of State's General Conditions.

7.1.8 Except with the State's prior approval, payments to Subcontractors shall be subject to retention of not less than ten percent (10 %). The State and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9 Except with the State's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 7, Section 7.1.4 of this Agreement or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the State, will be performed by the State's accountants acting in the sole interest of the State.

7.2 FINAL PAYMENT

7.2.1 Final payment shall be made by the State to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, as provided in Section 13.2 of the State's General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Contractor and reviewed by the State; and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the State not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

7.2.2 The amount of the final payment shall be calculated as follows:

SAMPLE

(a**)** Take the sum of the Cost of the Work substantiated by the Contractor's final accounting and the Contractor's Fee; but not more than the Guaranteed Maximum Price.

(b**)** Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Section 9.6 of State's General Conditions or other provisions of the Contract Documents.

(c**)** Subtract the aggregate of previous payments made by the State.

If the aggregate of previous payments made by the State exceeds the amount due the Contractor, the Contractor shall reimburse the difference to the State.

7.2.3 The State will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the State reports to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 7.2.1 of this Agreement have been met, the Architect will, within seven (7) days after receipt of the written report of the State, either issue to the State a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and State in writing of the Architect's reasons for withholding a Certificate as provided in Section 9.6 of the State's General Conditions. The time periods stated in this Section 7.2 supersede those stated elsewhere in the Contract Documents.

7.2.4 If the State reports the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation of the disputed amount shall be made by the Contractor within 60 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the State becoming binding on the Contractor. Pending a final resolution of the disputed amount, the State shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

7.2.5 If, subsequent to final payment and at the State's request, the Contractor incurs costs described in Sections 6.1 through 6.8 which are not excluded by Section 6.9 of this Agreement (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the State shall reimburse the Contractor such costs and the Contractor's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the State in determining the net amount to be paid by the State to the Contractor.

SAMPLE

ARTICLE 8

INSURANCE AND BONDS

8.1 INSURANCE REQUIRED OF THE CONTRACTOR

During both phases of the Project, the Contractor shall purchase and maintain insurance as set forth in these Contract Documents (Attachment C).

8.2 INSURANCE REQUIRED OF THE STATE

During preconstruction and construction phases of the Project, the State shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in the Contract Documents.

8.3 PERFORMANCE BOND, PAYMENT BOND AND WARRANTY BOND

The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising there under as specified in the Contract Documents (Instructions to Bidders). Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Cost of the Work.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION FOR THE PRECONSTRUCTION PHASE

9.1.1 Disputes involving the meaning and application of the terms of the Contract Documents which arise prior to the commencement of the Construction Phase or which relate solely to the Preconstruction Phase services of the Contractor or to the State's obligations to the Contractor during the Preconstruction Phase, may be resolved by mediation if agreement cannot be reached by the parties utilizing the processes outlined in the Contract Documents.

9.1.2 Any mediation conducted pursuant to this Section 9.1 shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time of execution of the Contract Documents, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Any demand for mediation shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.2 DISPUTE RESOLUTION FOR THE CONSTRUCTION PHASE

SAMPLE

9.2.1 The parties shall endeavor to settle any other claim, dispute or other matter in question arising out of or related to this Agreement or breach thereof by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any mediation arising under this section shall be conducted in accordance with the provisions of Sections 9.1.2 and 9.1.3.

9.3 OTHER PROVISIONS

Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the State's General Conditions.

9.3.1 OWNERSHIP AND USE OF DOCUMENTS

The Drawings, Specifications and other documents prepared by the Architect and the state, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the State and Architect. The Contractor, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and State appropriate to, and for use in, the execution of their Work under the Contract Documents.

9.3.2 ASSIGNMENT

The Contractor and the Contractor's partners, successors, assigns and legal representatives are bound to the State and the State's successors and assigns in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10

TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

10.1.1 Prior to execution by both parties of Guaranteed Maximum Price Amendment establishing the Guaranteed Maximum Price, the State may terminate this Contract at any time without cause, and the Contractor may terminate this Contract for any of the reasons described in Section 14.1 of the State's General Conditions.

10.1.2 If the State or Contractor terminates this Contract pursuant to this Section 10.1 of this Agreement prior to commencement of the Construction Phase, the Contractor shall be equitably compensated for Preconstruction Phase services performed prior to receipt of notice of

SAMPLE

termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1 of this Agreement.

10.1.3 If the State or Contractor terminates this Contract pursuant to this Section 10.1 of this Agreement after commencement of the Construction Phase, the Contractor shall, in addition to the compensation provided in Section 10.1.2, be paid an amount calculated as follows:

(a**)** Take the Cost of the Work incurred by the Contractor.

(b**)** Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 of this Agreement or, if the Contractor's Fee is stated as a fixed sum in that section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

(c**)** Subtract the aggregate of previous payments made by the State on account of the Construction Phase. The State shall also pay the Contractor fair compensation, either by purchase or rental at the election of the State, for any equipment owned by the Contractor which the State elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3(a) of this Agreement. To the extent that the State elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the State may require for the purpose of fully vesting in the State the rights and benefits of the Contractor under such subcontracts or purchase orders. Subcontracts, purchase orders and rental agreements entered into by the Contractor with the State's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the State as described above. If the State accepts such assignment, the State shall reimburse the Contractor with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the State elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Contractor shall terminate such subcontract, purchase order or rental agreement and the State shall pay the Contractor the costs necessarily incurred by the Contractor by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Subsequent to execution by both parties of Guaranteed Maximum Price Amendment, the Contract may be terminated as provided in Article 14 of the State’s General Conditions.

10.2.1 In the event of such termination by the State for reasons included in Section 14.2 of the State’s General Conditions, the amount payable to the Contractor shall not exceed the amount

SAMPLE

the Contractor would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

10.2.2 In the event of such termination by the Contractor for reasons included in Section 14.1 of the State's General Conditions, the amount to be paid to the Contractor shall not exceed the amount the Contractor would be entitled to receive under Sections 10.1.2 or 10.1.3 above, except that the Contractor's Fee shall be calculated as if the Work had been fully completed by the Contractor, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION

The Work may be suspended by the State as provided in Article 14 of the State's General Conditions; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Section 14.4.2 of the State's General Conditions except that the term "cost of performance of the Contract" in that section shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.1 and 5.3.4 of this Agreement.

ARTICLE 11

OTHER CONDITIONS AND SERVICES

This Agreement entered into as of the day and year first written above.

STATE:	CONTRACTOR:
By:_____	By:_____
Date:_____	Date:_____
ATTEST:_____	ATTEST:_____

MASTER COPY DISTRIBUTED: _____
Contractor, Accounting, PM,
DEPT ID:
FUND SOURCE:
PROJECT #:
BUILDING #:

SAMPLE

ATTACHMENT B – PAYMENT PROVISIONS

The State shall pay the Contractor a maximum amount of $XXXX upon satisfactory completion of the project and acceptance thereof by the state for all work identified in Attachment A, as follows:

1. **Contract Sum**: The State shall pay Contractor compensation as follows: Maximum Amount of $XXXX.00.
   a) Withholding shall be at 10% pursuant to Paragraph #3 in the Additional Terms and Conditions for Construction Renovation OR New Construction.
   b) Payments under this Contract shall be made in a manner consistent with paragraphs 3, 5, 9 and 14 of Attachment D and with applicable conditions in Attachment E.

2. MAXIMUM LIMITING AMOUNT: $*. The initial contract value will be written to include the Pre-Construction services ($*), Fee for Construction Services ($*), the Fee for General Conditions ($*) and the anticipated Phase I Cost of Work ($*) which includes any allowances or reimbursables included in this contract. The final contract value will be determined and adjusted after the establishment of a Guaranteed Maximum Price (GMP), inclusive of the estimated construction cost of Phase II and in accordance with the terms of the contract.

3. Construction Management Fee Schedule: TO BE INSERTED - Project Specific

ITEM	AMOUNT
Fixed Fee for Pre-Construction Services	$
Fixed Fee for Construction Services (Construction Manager's Fee)	$
Fixed Fee for General Conditions	$
Rate (%) for providing 100% Performance, Payment and Guarantee Bonds.	
Percent Markup for Overhead and Profit for changes in the work after the GMP has been established.	

4. Hourly Rate Schedule: The following are a list of all employees that are not charged as part of the CM fee. The far right column indicates how all of the tasks will be charged to the project using the following letter abbreviations: G = General Conditions; F = CM Fee; O = Owner Supplied; W = Cost of the Work; NA = Not Applicable TO BE INSERTED - Project Specific

Employee Title (do not list names)	Base Pay Rate	Est. Hours	Direct Personal Expenses	Billable Rate	Method of Payment
Project Executives					
Project Manager					
Assistant Project Manager					
Project Engineer					
Estimator					

SAMPLE

Clerical					
Accounting					
Superintendent					
Assistant Superintendent(s)					
Scheduler					
Foreman					
Carpenter					
Laborer					
Other:					

5. Project Cost Matrix: TO BE INSERTED - Project Specific

6. LANGUAGE USED UNDER SECTION 3 IS DEPENDENT ON FUNDING SOURCE IDENTIFIED IN RFP. OPTIONS ARE:

   Contractor shall comply with the Prevailing Mean Wage Rate requirements as required by law (29 V.S.A. §161(b)) and as stipulated in these Contract Documents.

   OR

   Contractor shall comply with the Davis-Bacon Act. Wages shall be paid using rates no less than those established under the Davis-Bacon prevailing wage rates.

   OR

   This project is being funded using both federal funds and Vermont Capital Construction Act funds. Contractor shall comply with the Davis-Bacon Act. In addition to the various requirements of the Davis-Bacon Act, wages shall be paid using no less than the higher of either the federal (Davis-Bacon Act) or Vermont's prevailing wage rates.

   OR

   REMOVE ALL IF NOT APPLICAPLE.

7. The amount of compensation paid to the undersigned for work deemed outside the scope as determined by the State will be in one of the following manners as directed by the Owner.

   a. A price agreed upon between the Owner and the Contractor.
   b. A price determined by adding XX% for overhead and profit for changes in the work after the GMP has been established.
   c. For the Contractor's subcontractors: A price determined by adding XX% for overhead and profit to the total direct cost of any extra work excluding unit pricing.
   d. For the Contractor's subcontractors: A price determined by extending unit price work.

8. Contractor shall provide a detailed description of all work completed with each invoice.

SAMPLE

9. The State shall not pay for any unauthorized labor, materials, equipment or expenses of Contractor.

10. Any services outside of agreement shall not be allowed.

11. Upon substantial completion of the work, and upon receipt of approved O&M manuals and record drawings, the State shall make payment, reflecting adjustment in retainage, if any, for work to be completed or corrected.

12. Upon certification by the State that all work has been completed, the following documentation must be received prior to final payment being made:

    a) Contractor shall keep State property free from liens arising hereunder. Prior to any progress payment, the State may require Contractor to furnish waivers of liens or such other evidence of compliance herewith. The State shall require every Contractor to furnish final lien waivers prior to final payment.

    b) At the conclusion of the project, the affected contractors must complete the Construction Employment Report and submit it to the Dept. of Buildings and General Services for recording. A complete description and dollar value of the work or supplies provided, and percentage value of the overall construction contract for each such M/WBE transition must be included. Final payment will not be made until this requirement has been satisfied.

13. Payment Terms: Net 30. Payment of progress and final invoices shall be due from the State 30 days after delivery of an invoice free of errors in documentation and approved by the State's project representative. Retainage withheld, if any, is due from the State within 30 days after receipt of the final invoice, which may be submitted after final acceptance of the work or issuance of a Certificate of Substantial Completion less an amount, as determined by the State, to complete unfinished work.

14. Contractor shall submit invoices to the Department of Buildings and General Services on Contractor's standard billhead and shall specify the address to which payments will be sent. Invoices shall include documentation and itemization of all work performed during that period, including a detail of services, dates and hours of work performed and the rate of pay. Invoicing must also contain a detail of items and costs for allowable reimbursable expenses.

15. Invoices shall include documentation of when work was performed. Contractor shall invoice the State at:

    State of Vermont
    Department of Buildings and General Services
    2 Governor Aiken Avenue
    Montpelier, VT 05633-5801
    Attention: Project Manager

SAMPLE

GUARANTEED MAXIMUM PRICE AMENDMENT (ATTACHMENT E)
BETWEEN STATE AND CONTRACTOR

Pursuant to Article 2, Section 2 of the Agreement, dated _____between *The State of Vermont* and XXXXX *(Construction Manager),* for the XXXX Project at XXXX, XXXX, Vermont *(the Project),* the State and Contractor establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE I

GUARANTEED MAXIMUM PRICE

The Contractor's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Contractor's Fee as defined in Article 5 of this agreement, is _____ (write amount out) Dollars ($).
This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages through, dated

Exhibit B Allowance items, pages through , dated

Exhibit C Assumptions and clarifications made in preparing the Guaranteed Maximum Price, pages through , dated

Exhibit D Completion schedule, pages through , dated

Exhibit E Alternate prices, pages through , dated

Exhibit F Unit prices, pages through , dated

ARTICLE II

CONTRACT TIME

The date of Substantial Completion established by this Amendment is:_____.

STATE:	CONTRACTOR:
By:_____	By:_____
Date:_____	Date: _____
ATTEST:_____	ATTEST:_____

SAMPLE

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED FEBRUARY 13, 2026

"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated February 13, 2026) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: https://bgs.vermont.gov/purchasing-contracting/forms.

CERTIFICATE OF COMPLIANCE

For your bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.

B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds $250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will 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), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

D. **Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
   - ❑ Energy Star® Certification
   - ❑ LEED®, Green Globes®, or Living Buildings Challenge℠ Certification
   - ❑ Other internationally recognized building certification:

_____

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

_____

3. Please Check all that apply:
   - ❑ Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
   - ❑ Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
   - ❑ Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
   - ❑ Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
   - ❑ Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
   - ❑ Bidder offers employees an option for a fossil fuel divestment retirement account.
   - ❑ Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

_____

_____

4. Please list any additional practices that promote clean energy and take action to address climate change:

_____

_____

_____

E. **Executive Order 02 – 22: Solidarity with the Ukrainian People**

❑ By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities.

An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

F. **Certification Regarding Use of Contract Funds for Lobbying.** The following provision is applicable to the Contractor for contracts over $100,000.00, and Contractor shall include this clause in all its subcontracts over $100,000.00.

1. The prospective contractor certifies, to the best of his or her knowledge and belief, 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 he or she represents, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

State of Vermont
Department of Buildings and General Services

CONSTRUCTION MANAGEMENT SERVICES
New Heat Plant
2559 Glen Road, Newport, VT

BID PROPOSAL FORM

TO: STATE OF VERMONT
Agency of Administration
Department of Buildings and General Services
133 State Street, 5th Floor | Montpelier VT 05633-8000
Montpelier, Vermont 05609-3001

DATE: _____

Ladies and Gentlemen:

The undersigned proposes to provide Construction Management (CM) Services for the New Heat Plant, 2559 Glen Road, Newport, Vermont. These services shall be provided in accordance with the requirements of this Request for Proposal and its attachments prepared by the Department of Buildings and General Services for the following fee based on a total preliminary Guaranteed Maximum Price (GMP) of $3,200,000.00 (including Fixed Fees and Pre-Construction Services).

A. CONSTRUCTION MANAGEMENT FEE:

ITEM	**AMOUNT**
Fixed Fee for Pre-Construction Services	$
Fixed Fee for Construction Services (Construction Manager's Fee)	$
Fixed Fee for General Conditions based on attached list.	$
Total Fees	**$**
Rate (%) for providing 100% Performance, Payment and Guarantee Bonds.	%
Percent (%) Markup for Overhead and Profit for changes in the work after the GMP has been established (change orders)	%
Percent (%) Mark-up for Profit on Materials Purchased by the CM for self-performed work	%

The initial contract value will be written to include the Fee for Pre-Construction Services, Fee for Construction Services and the Fee for General Conditions based on a preliminary estimated GMP of $3,200,000.00. The final contract value will be determined and adjusted after the establishment and approval of a Guaranteed Maximum Price (GMP), in accordance with the terms of the contract.

B. HOURLY RATE SCHEDULE: Instructions: List the following for all employees that are <u>not</u> charged as part of the CM fee.

Employee Title (do not list names)	Base Pay Rate*	Direct Personal Expenses	Billable Rate
Key Personnel or Project Executives			
Project Manager			
Assistant Project Manager			
Project Engineer			
MEP Coordinator			
Estimator			
Clerical			
Accounting			
Superintendent			
Assistant Superintendents			
Safety Officer			
Scheduler			
Foreman			
Carpenter			
Laborer			
Other:			

*Prevailing minimum wage rate plus fringe benefits

It is the Bidder's responsibility to thoroughly read and comply with all instructions and requirements of this bid solicitation.

<u>Please Note</u>: The Project Cost Matrix must be included with this Bid Proposal.

The undersigned certifies that they are familiar with the contents of this Proposal and that they have examined the site and accept the existing conditions under which the work will be done.
The undersigned further agrees:

1. To hold their bid open for sixty (60) days after this day of Bid Opening.
2. To accept the provisions of the "Instructions for CM Firms Submitting Proposals" and "State Standard Construction Management Form", "General Conditions" and the "Instructions to Bidders".
3. To enter into and execute a contract, if awarded on the basis of this proposal within ten (10) calendar days of notification of award.
4. To accomplish the work in accordance with the Bid Documents.
5. The substantial completion date will be **September 30, 2028**, the project completion date shall be by **October 30, 2028,** and the contract completion date will be **September 30, 2029**, includes 1-year warranty period.
6. The amount of compensation paid to subcontractors for extra work and change orders in one of the following manners as directed by the Owner.
   a. A price agreed upon between the Owner and the Contractor.
   b. A price determined by adding 15% for overhead and profit to the total direct cost of any extra work excluding unit pricing.
   c. A price determined by extending unit price work.

Corporate Seal (If Bidder is a Corporation)

Contractor Name: _____ Contact Name: _____

State of Corporation: _____ VT Business Account #: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

By: _____ Name: _____
Signature (Bid Not Valid Unless Signed) (Type or Print)

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

END OF BID PROPOSAL

STATE OF VERMONT
AGENCY OF ADMINISTRATION
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES
MONTPELIER, VERMONT

I N S T R U C T I O N S

BID•PERFORMANCE•PAYMENT•GUARANTY BONDS

1. This form shall be used whenever a bond is required. There shall be no deviation from this form except as authorized by the Department Commissioner.

2. The bond shall be procured from an insurance company authorized to do business in the State of Vermont.

3. The name, including full legal name and residence of each individual party to the bond, shall be inserted in the body thereof, and each such party shall sign the bond with their usual signature on the line opposite the scroll seal.

4. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

6. If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form.

7. The official character and authority of the person or persons executing the bond for the principal if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of as much of the records of the corporation as required to show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

8. The date of the performance and payment bonds must be no later than the date of the instrument for which it is given.

9. The guaranty bond is for a period of one year and begins on the date of substantial completion established by the architect or project manager and approved by the Department Commissioner.

STATE OF VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES
PURCHASING AND CONTRACT ADMINISTRATION DIVISION
MONTPELIER VT 05633

BID BOND

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

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated ....., 2026 for .....

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

In witness whereof, the above-bounden parties have executed this instrument under their several seals this ..... day of ....., 2026 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

in presence of-

.... (Seal)
(Individual Principal)

....
(Address) (Business Address)

.... (Seal)
(Individual Principal)

....
(Address) (Business Address)

....
(Address) (Business Address)

Attest:

.....
(Corporate Principal)

.....
(Business Address)

..... By.....(Affix)
Corporate Seal)

Attest:

.....
(Corporate Surety)

.....
(Business Address)

..... By.....(Affix)
Corporate Seal)

STATE OF VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES
PURCHASING AND CONTRACT ADMINISTRATION
MONTPELIER VT 05633

PERFORMANCE BOND

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

The condition of this obligation is such, that whereas the principal entered into a certain contract, which contract is by reference made a part hereof, with the State, dated ....., 2026 for

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

In witness whereof, the above-bounden parties have executed this instrument under their several seals this ..... day of ....., 2026 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

in presence of-

.... (Seal)
(Individual Principal)

....
(Address) (Business Address)

.... (Seal)
(Individual Principal)

....
(Address) (Business Address)

....
(Address) (Business Address)

Attest:

.....
(Corporate Principal)

.....
(Business Address)

..... By .....(Affix)
Corporate Seal)

Attest:

.....
(Corporate Surety)

.....
(Business Address)

..... By .....(Affix)
Corporate Seal)

STATE OF VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES
PURCHASING AND CONTRACT ADMINISTRATION DIVISION
MONTPELIER VT 05633

PAYMENT BOND

(Labor and Material)

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

The condition of this obligation is such, that whereas the principal entered into a certain contract, which contract is by reference made a part hereof, with the State, dated ....., 2026 for

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

In witness whereof, the above-bounden parties have executed this instrument under their several seals this ..... day of ....., 2026 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

in presence of-

.... (Seal)
(Individual Principal)

....
(Address) (Business Address)

.... (Seal)
(Individual Principal)

....
(Address) (Business Address)

....
(Address) (Business Address)

Attest:

.....
(Corporate Principal)

.....
(Business Address)

..... By .....(Affix)
Corporate Seal)

Attest:

.....
(Corporate Surety)

.....
(Business Address)

..... By .....(Affix)
Corporate Seal)

STATE OF VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES
PURCHASING AND CONTRACT ADMINISTRATION
MONTPELIER VT 05633

GUARANTY BOND

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

The condition of this obligation is such, that whereas the principal entered into a certain contract, which contract is by reference made a part hereof, with the State, dated ....., 2026 for

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

In witness whereof, the above-bounden parties have executed this instrument under their several seals this ..... day of....., 2026 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

in presence of-

.... (Seal)
(Individual Principal)

....
(Address) (Business Address)

.... (Seal)
(Individual Principal)

....
(Address) (Business Address)

....
(Address) (Business Address)

Attest:

.....
(Corporate Principal)

.....
(Business Address)

..... By .....(Affix)
Corporate Seal)

Attest:

.....
(Corporate Surety)

.....
(Business Address)

..... By .....(Affix)
Corporate Seal)

(AA-PUR-107) 06/12/96

STATE OF VERMONT
AGENCY OF ADMINISTRATION
BUILDINGS AND GENERAL SERVICES
MONTPELIER, VERMONT

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate)
(Seal

VERMONT PREVAILING WAGE RATE NOTICE*

1. EMPLOYEES OF THE GENERAL CONTRACTOR, OR SUBCONTRACTORS TO THE GENERAL CONTRACTOR ON THIS PROJECT, ARE TO BE PAID NOT LESS THAN VERMONT'S PREVAILING WAGE AND FRINGE BENEFIT RATE SCHEDULE POSTED ABOVE THIS NOTICE.

2. A COMPLETE LIST OF OCCUPATIONS AND ASSOCIATED WAGE RATES ARE AVAILABLE FROM THE VERMONT DEPARTMENT OF LABOR AND ON THE INTERNET AT: http://www.vtlmi.info/lmipub.htm

3. WHEN PROJECTS ARE FUNDED FROM VERMONT CAPITAL CONSTRUCTION ACT FUNDS AND/OR AMERICAN RESCUE PLAN ACT (ARPA) FUNDS, AND FEDERAL FUNDS THAT REQUIRE COMPLIANCE WITH THE DAVIS-BACON ACT, CONTRACTORS ARE REQUIREDTO UTILIZE THE HIGHER OF EITHER THE FEDERAL DAVIS-BACON ACT PREVAILING WAGE RATES OR VERMONT'S PREVAILING WAGE AND FRINGE BENEFIT RATES FOR EACH OCCUPATION.

4. FOR ALL QUESTIONS REGARDING THE FEDERAL DAVIS BACON ACT, CONTACT USDOL AT 603-606-3115 OR 603-606-3137.

5. IF A PREVAILING WAGE RATE IS NOT LISTED FOR A SPECIFIC TRADE UNDER VERMONT'S PREVAILING WAGE RATE, CONTACT THE VERMONT DEPARTMENT OF LABOR TO DISCUSS WHETHER A PREVAILING WAGE RATE IS REQUIRED FOR THE PARTICULAR POSITION OR TRADE.

6. EMPLOYEES MAY REPORT ALLEGED VIOLATIONS OF THESE PROVISIONS BY CONTACTING THE VERMONT DEPARTMENT OF LABOR AT 802-828-4301 OR 802-828-0267. AN EMPLOYEE WHO REPORTS A VIOLATION MAY DO SO WITHOUT RETALIATION OR REPRISAL BY THE EMPLOYER.

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

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

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

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

Revised 06/17/2022

STATE OF VERMONT
STANDARD FORM

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS
(May 22, 2019)

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

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

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

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

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

1.1.1 THE CONTRACT DOCUMENTS

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

1.1.2 THE CONTRACT

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

1.1.3 THE WORK

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

1.1.4 THE PROJECT

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

1.1.5 PROJECT MANAGER

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

1.2 EXECUTION & INTENT

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

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

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

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

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

1.3 OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 2

ARCHITECT

2.1 DEFINITION

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

2.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3

STATE

3.1 DEFINITION

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

3.2 RESPONSIBILITIES OF THE STATE

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

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

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

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

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

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

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

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

3.3 STATE'S RIGHT TO STOP THE WORK

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

3.4 STATE'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

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

4.2 REVIEW OF CONTRACT DOCUMENTS

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

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

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

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

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

4.4 LABOR AND MATERIALS

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

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

4.5 WARRANTY

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

4.6 TAXES

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

4.7 PERMITS, FEES AND NOTICES

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

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

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

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

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

4.8 ALLOWANCES

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

4.8.2 Unless otherwise provided in the Contract Documents:

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

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

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

4.9 SUPERINTENDENT

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

4.10 PROGRESS SCHEDULE

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

4.11 DOCUMENTS AND SAMPLES AT THE SITE

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

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

4.13 USE OF SITE

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

4.14 CUTTING AND PATCHING OF WORK

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

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

4.15 CLEANING UP

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

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

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

4.16 COMMUNICATIONS

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

4.17 ROYALTIES AND PATENTS

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

4.18 INDEMNIFICATION

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

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

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

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

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OFTHE WORK

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

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

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

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

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

5.3 SUBCONTRACTUAL RELATIONS

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

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

ARTICLE 6

WORK BY STATE OR BY SEPARATE CONTRACTORS

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

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

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

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

6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

6.3 STATE'S RIGHT TO CLEAN UP

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 SUCCESSORS AND ASSIGNS

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

7.3 WRITTEN NOTICE

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

7.4 CLAIMS FOR DAMAGES

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

7.5 BOND REQUIREMENTS

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

7.6 RIGHTS AND REMEDIES

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

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

7.7 TESTS

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

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

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

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

7.8 INTEREST

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

7.9 DISPUTE RESOLUTION PROCESS

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

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

ARTICLE 8

TIME

8.1 DEFINITIONS

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

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

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

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

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

8.2 PROGRESS AND COMPLETION

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

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

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

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

8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATIONS FOR PAYMENT

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

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

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

9.4 CERTIFICATES FOR PAYMENT

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

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

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

9.5 PROGRESS PAYMENTS

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

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

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

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

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

9.6 PAYMENTS WITHHELD

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

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

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

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

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

9.9 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

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

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

10.3 EMERGENCIES

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

ARTICLE 11

INSURANCE

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

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

11 INSURANCE – GENERAL REQUIREMENTS

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

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

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

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

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

Limits of Coverage shall be not less than:

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

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

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

$1,000,000 Combined Single Limit

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

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

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

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

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

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

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

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

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

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

11.2. 2 BUILDER'S RISK FOR CONSTRUCTION RENOVATION PROJECTS. If the project is CONSTRUCTION RENOVATION of an existing structure, and the State has already determined that Contractor will not be obligated to obtain and maintain Builder's Risk insurance, then the following provisions apply:

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

11.2.3 Builder's Risk – additional provisions

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

(5) Umbrella Excess Liability Policies may be used in conjunction with primary policies to comply with any of the limit requirements specified above.

(6) "Claims-made" coverage forms are not acceptable without the express written prior consent of the State. Each policy furnished shall contain a rider or non-cancellation clause reading in substance as follows:

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

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

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

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

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

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

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

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

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

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

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

acceptable fixed or percentage fee; or

(d) by the method provided in Subparagraph 12.1.4.

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

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

12.2 CONCEALED CONDITIONS

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

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

12.3 CLAIMS FOR ADDITIONAL COST

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

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

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

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

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

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

13.2 CORRECTION OF WORK

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

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

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

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

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

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

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

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

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

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE 14

TERMINATION AND SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

14.2 TERMINATION BY THE STATE FOR CAUSE

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

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

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

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

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

14.3 TERMINATION BY STATE FOR CONVENIENCE

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

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

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

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

14.4 SUSPENSION BY STATE FOR CONVEVIENCE

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

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

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

Schematic Design Narrative

PROJECT: State of Vermont – Buildings & General Services (BGS)
Northern State Correctional Facility – Wood Boiler Facility

LOCATION: Newport, VT

DATE: August 14, 2026

Introduction

The Northern State Correctional Facility (NSCF) is a 416-bed facility consisting of nine buildings spanning over 137,000 square feet and was originally constructed in 1991. During the heating season, the primary heat and domestic hot water are provided by two chunk wood-fired hot water boilers. Two oil-fired domestic water heaters and two oil-fired boilers provide backup heating. Propane is used for igniting the oil-fired boilers. There is a variety of different hot water-heating equipment throughout the facility including AHUs, unit heaters, and fin tube radiators.

The existing chunk wood boilers are nearing end of life and need replacement. The chuck wood boilers are hand loaded by incarcerated individuals. It is the intent of this project to construct a new and modern heating system that eliminates the need for hand loading or operating. The existing oil-fired water heaters and boilers will be retained for back-up heating.

The following narrative describes the intended design for a proposed single-story wood boiler building at the NSCF. The building will serve as a heat plant for the campus with an approximate footprint of 40'x80' (3,200 square feet). A boiler room (40'x40') will house a biomass boiler system at the southeast end of the building, while wood chip fuel will be stored in the northwest end of the building (40'x40'). The fuel storage area will contain two storage bins divided by a conveyor system used to transport fuel into the boiler room. The building will be slab-on-ground construction with the fuel storage bin slabs elevated 2'-0"± above the conveyor area and boiler room slabs. The southeast and southwest walls of the building will be incorporated into the facility's perimeter security fence.

The purpose of this document is to identify the criteria which the building design is based on and the materials, systems and equipment selected to meet the needs of the building. This document is provided for informational purposes only and is not intended to include, supplement, or replace any requirements as part of the Construction Documents.

All new construction elements and systems are required to comply with, but are not limited to, the following:

- Vermont Fire and Building Safety Code - 2025
- Vermont Electrical Safety Rules - 2025
- NFPA 1 Fire Code - 2021
- NFPA 101 Life Safety Code - 2021
- IBC 2021 (International Building Code)
- 2020 Vermont Commercial Building Energy Standards
- NFPA 70 NEC 2023 (National Electrical Code)
- Local Authorities Having Jurisdiction (AHJ)
- All Other Applicable Codes, Standards and State Amendments

Structural

Design Criteria

The following codes and standards are employed for consistency with local and state requirements:

- Building Code: 2021 Edition of the International Building Code (IBC) as amended by 2025 Vermont Fire and Building Safety Code.
- Snow Loads: IBC 2021 Section 1608 with ASCE 7-16, chapter 7.
- Seismic Loads: IBC 2021 Section 1613 with ASCE 7-16 and.
- Geotechnical: Geotechnical Engineering Report prepared by John Turner Consulting, Inc. and dated November 11, 2025.
- Wind Loads: IBC 2021 Section 1609 referencing ASCE 7-16 Chapter 27 “Directional Procedure”.
- Owner Requirements: Assess & inform prior to adopting Owner Loss Prevention Req. where stricter than IBC (e.g. FM Global Design Guides)
- Concrete: ACI 318-19: Building Code Requirements for Structural Concrete
- Steel: AISC 360-16: Steel Construction Manual

Materials

Concrete

f'c (psi)	Density	Locations
3,000	normal weight	Footings
4,000	normal weight	Interior slab-on-ground.
4,500	normal weight	Walls and piers
5,000	normal weight	Exterior concrete subject to deicing chemicals

Reinforcement
Deformed reinforcing bars: ASTM A 615 Grade 60

Earthwork
In accordance with Geotechnical Report, for excavation and fills

Loads

Based on Risk Category III.

Snow Loads	
Ground Snow Load	50 psf
Flat Roof Snow Load	46 psf
Exposure Factor	1.0 (Exposure C, Partially Exposed)
Thermal Factor	1.2
Snow Importance Factor	Is=1.1
Snow Drift	In accordance with ASCE 7-16

Wind Loads	
Basic Wind Speed	114 mph
Exposure Category	C
Internal Pressure Coefficient	+/- 0.18
Components/Cladding	In accordance with ASCE 7-16

Seismic Loads (ASCE 7-16)	
Site Class	D
Seismic Design Category	B
Seismic Importance Factor	Ie=1.25
Sds	0.231
Sd1	0.119
Seismic Force Resisting System	Ordinary reinforced concrete shear walls, R = 4 and ordinary reinforced concrete moment frames, R = 3.

Structural Testing

Special Inspections and testing shall apply to the structure. This will be in addition to requirements for Architectural and MEP systems.

Fire Resistance

See Architecture for Type of Construction.

Existing Building Drawings
Not applicable.

Future Additions
No provisions for future additions are included in the structural design.

Specifications
Structural specifications will be provided as notes on the structural drawings. Anticipated sections include: Earthwork, Concrete, Steel Framing, and Steel Decking.

Framing Systems

Site Work and Foundations for Structure
Foundation system to consist of exterior frost walls with spread footings. Subgrade for footings and allowable soil bearing pressure are identified in the geotechnical report (see part B. Design Standards). Interior bin walls are part of the process; foundations for these will be based on reactions provided by the supplier. Foundation for the boiler will be based on reactions provided by the supplier and may consist of a mat slab foundation.

Concrete Slabs
The boiler room and conveyor area slab-on-ground will likely be 6 inches thick reinforced with #4 reinforcing bars spaced at 16 inches on center each way. The storage bin slabs will be designed for anticipated truck loads. Slabs will be placed over subgrade as identified in the geotechnical report and over vapor barrier as specified by the project architect.

Superstructure
Building superstructure to consist of full height reinforced concrete walls with structural steel roof beams and steel roof deck.

Lateral Load Resisting System
Lateral load resisting system to consist of reinforced concrete shear walls, except at the west end which may require a reinforced concrete moment frame due to large openings for truck access to each of the two fuel storage bins.

Mechanical

Load Criteria & Calculated Loads– Wood Boiler Building

The building heating load is calculated based on the following criteria, meeting the requirements of the 2020 VT CBES.
As classified as an unoccupied mechanical space, mechanical ventilation is not required.
The building is not desired to have mechanical cooling.

- Exterior Air Condition - Based on VT CBES design conditions for Newport, VT of -11.5°F.
- Interior Air Condition - Based on Owner direction of 60°F heating
- Building Enclosure
    - Roof - 7" continuous polyisocyanurate, R-40ci, U-0.025 assembly
    - Above Grade Walls – Insulated metal panel with 3.5" continuous polyisocyanurate, R-22ci, U-0.044 assembly
    - Slab-on-Grade Floors – 4" XPS for 4', R-20, F-0.434 assembly
    - Windows – Double pane, U-0.33
    - Air Infiltration – 0.20 cfm / sq. ft. at 50 Pa pressure. Equivalent to 200 cfm at design wind speeds.
- Calculation Method – UATD.

Based on the load criteria, the following building load was calculated.

Space	Heat Load (MBh)
Entire Building	60.0

Selected System – Wood Boiler Building

The following are the proposed HVAC equipment and materials for the project.

- Hot Water Unit Heaters: Horizontal or vertical, ceiling or wall mounted, direct drive EC motor propeller fan
- Hot Water Piping
    - ≤ 2" – Type L copper with soldered joints or schedule 40 steel with threaded joints
    - > 2" – Schedule 40 steel with welded joints
    - Below-grade piping in concrete trenches
- Hot Water Piping Insulation, Interior
    - Type: Heavy density fiberglass with All Service Jacket (ASJ) and Self-Sealing Lap (SSL)
    - Thickness - Pipe < 1-1/2" dia.: 1.5" thick, ≥ 1-1/2" dia.: 2.0"

Wood Boiler System Capacity

The current campus heating equipment and associated outputs are as follows.

Equipment	Capacity (MBh)	Totals
HW Distribution Pumps P1/2 & P3/4	7,100	
Wood-Fired Boiler 1	2,350	
Wood-Fired Boiler 2	2,350	Wood-Fired Boilers Total = 4,700
Oil-Fired Boiler 1	3,450	
Oil-Fired Boiler 2	7,500	Oil-Fired Boilers Total = 10,950
Oil / Indirect Water Heater	1,350	
Oil / Indirect Water Heater	1,350	Water Heaters Total = 2,700

DuBois and King's 2024 Assessment identified the facility peak heating demand to be 6,850 MBh for space heating and 1,850 for domestic water heating, for a total of 8,700 MBh. The target output is 4,300 MBh total +/- 5% for the new wood chip-fired boiler.

The existing two wood-fired boilers will be removed as part of this project. The feasibility of locating new wood chip-fired boiler(s) in the existing mechanical room in Building A2 was evaluated. Primarily based on physical space and weight considerations, it was determined that this was not feasible, and new building would be required.

Wood Chip Storage Capacity

The capacity of the wood storage system was determined based on the Owner's required minimum operational duration of four days, and an ideal duration of five days.

- DuBois and King's 2024 Assessment indicated that the facility has historically consumed 9,300 MBtu for space heating and 2,300 MBtu for domestic water heating annually. This is based on 95,000 gal oil and 150 cords of wood.
- The existing fuel oil storage tank is 15,000 gal.
- Typical trailer capacity = 30 tons or 115 CY of wood chips
- Green wood chip energy content = 9.0 MMBtu/ton
- Assumed heating system efficiency = 70%
- Green wood chip heating capacity = 6.3 MMBtu/ton
- Typical trailer heating capacity = 190 MMBtu
- Heating duration for typical trailer = 42 hours (190 MBtu / 4.5 MBh)
- Heating duration for 250 cu. yds. = 250/115 x 42 = 3.8 days
- Heating duration for 350 cu. yds. = 350/115 x 42 = 5.3 days
- Below-Grade Pit Type Storage: (2) doors, 16'L x 35'W x 13'H = 270 cu. yds.
- On-Grade Type Storage: (2) bay, 35'L x 30'W x 10'H = 390 cu. yds.

An on-grade, two-bay storage type was selected based on various considerations.

Selected System – Wood Boiler System

Two manufacturer's systems were evaluated in detail for this application. After consideration, a Messersmith Manufacturing system was selected as the Basis of Design. This system includes two traveling augers, carriages, beams and walls for the fuel storage bins, various other conveyors and augers, boiler and trim, electrostatic precipitator, air compressor and tube cleaner, exhaust fan, breeching and stack, and controls.

Plumbing

Utilities

- Water – Provided from building A2 for utility purposes.
- Sewer – Provided to existing site sanitary drain for floor drain.
- Stormwater – Collected from roof drains and directed to on-site stormwater treatment.

Electrical

Distributed Power Systems

Provide a 400 Ampere, 277/480V, 3-Phase, 4-Wire underground feed from the existing distribution in building A-2 to a new 42 circuit panel HP1 in the wood chip building. The new panel shall include a main circuit breaker.

Provide a 112.5 kVA 408V || 120/208V 3-phase step down transformer in the new wood chip building to feed a new 200A, 120/208V, 3-phase panel (LP1).

Provide a 200 Ampere, 120/208V, 3-Phase, 4-Wire underground feed to a new 42 circuit panel LP1 in the wood chip building. The new panel shall include a main circuit breaker.

Lighting & Emergency Lighting Systems

Provide (9) 10,000 Lumen 8ft vapor tight fixtures, basis of design to be the Lithonia CSVT. All fixtures to be provided with an integral 10W emergency battery to provide emergency lighting. Provide switches at all man doors into the boiler room building to control the interior lighting.

In the wood chip bins provide (6) 10,000 Lumen 8ft vapor tight fixtures, basis of design to be the Lithonia CSVT. Provide a weatherproof switch to control the lighting.

Provide exit signage with integral emergency battery at the exterior man doors.

Provide 1000 Lumen wall packs over all exterior man doors, wall packs are to have integral photocell, motion sensor and cold weather rated emergency battery. Basis of design is the Lithonia WDGE.

Provide 2000 Lumen wall packs located above all overhead doors, wall packs are to have integral photocell, motion sensor and cold weather rated emergency battery. Basis of design is the Lithonia WDGE.

Building Wiring

Building wiring will be provided as conductors in conduit for exposed wiring and homerun wiring from panelboard to first outlet box. Wiring shall be #12 minimum. Conduit shall be minimum 3/4". All branch circuit wiring shall be installed as copper. All feeder wiring shall be installed as aluminum.

All receptacles shall be 20A GFCI commercial grade. No circuit shall have more than (8) duplex receptacles connected to it.

Provide (10) GFCI receptacles in the boiler room.

Provide (1) Weather Proof GFCI receptacle adjacent to each man door and overhead door.

For all overhead doors provide a dedicated 120V 20A circuit, provide an EMT conduit from the garage door opener to the safety eye at the bottom of the door.

Provide all required line voltage wiring and local service disconnecting means to support the installation of all mechanical equipment.

Provide (2) dedicated GFCI quad receptacles at the tel/data backboard

Telecommunications

Provide local area network copper horizontal cabling. Wiring shall consist of but not limited to: jacks, faceplates, patch panels, termination blocks, CAT 6 copper horizontal cables, Multimode fiber optic backbone cabling, and associated equipment required to support the installation, including racks, cable tray, conduits and pathways. Horizontal cabling will be unshielded CAT 6.

- Provide a 4x8 backboard for network connection and termination equipment.
- Provide (1) 6-Strand 10-Gig multi-mode fiber optic cable from building A-2 to provide network connection to the new boiler building. Provide (1) 2" conduit for the fiber optic cable. Provide all required terminations.
- Provide (1) Cat-6 cable to the wood chip control panel to provide network connection.
- Provide (1) Cat-6 cable to support an owner provided PoE ceiling mounted wireless access point in the boiler room.

Grounding and Bonding

Provide a new central ground bar located in the boiler room to terminate grounding electrode conductors. Provide grounding electrode conductors as required by the NEC.

Fire Alarm System

Provide a connection to the existing fire alarm system in building A-2. Provide (1) 1" conduit for the annunciation wiring and (1) 1" conduit for the initiation wiring.

Provide new pull stations at all exterior horn strobes.

New Audio/Visual devices shall be provided throughout the building to provide code required coverages. All devices shall be synchronized. Provide all NAC panels and modules as needed.

Intercom/Door Entry/ Security System

Provide wiring and equipment for owner approved Door Access and Security System to monitor the access to the facility.

Provide all required wiring, raceways, and electrical support for Access Control System at all exterior doors, interior doors leading from public spaces to non-public spaces, and infrastructure rooms. Provide new Cat-6 cabling to support the installation of a new owner provided Security Camera system to cover 100% of the exterior and interior of the building.

State of Vermont
Department of Buildings & General Services

BGS–VERMONT NORTHERN CORRECTIONAL FACILITY WOOD BOILER

2559 GLEN ROAD

NEWPORT, VERMONT 05855

AGENCY OF ADMINISTRATION
DEPARTMENT OF BUILDINGS & GENERAL SERVICES
133 STATE STREET, 5TH FLOOR
MONTPELIER, VERMONT 05633–5801
WANDA L. MINOLI, COMMISSIONER

PHIL SCOTT
Governor

AUGUST 2026

Sheet List Table	
Sheet Number	Sheet Title
G1.0	COVER SHEET
G1.1	ORTHOGRAPHICAL PLAN
G1.2	CIVIL NOTES & LEGEND
C1.0	EXISTING CONDITIONS & DEMOLITION PLAN
C2.0	SITE PLAN
C2.1	UTILITY PLAN
C2.2	TRUCK TURNING MOVEMENTS
C5.0	DETAILS
C5.1	EROSION PROTECTION & SEDIMENTATION CONTROL DETAILS

DuBois & King inc.
ENGINEERING • PLANNING •
MANAGEMENT • DEVELOPMENT

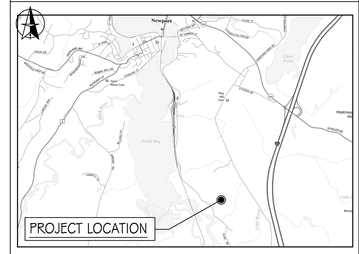
CONSTRUCTION IS TO BE CARRIED OUT IN ACCORDANCE WITH THESE PLANS AND THE BID DOCUMENTS.

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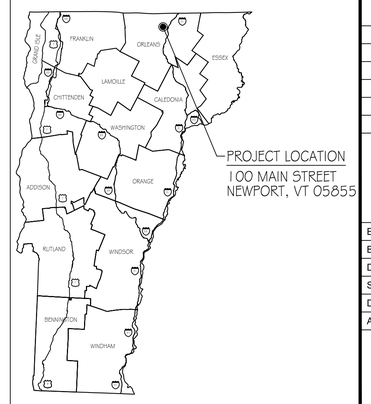
DATUM
VERTICAL : NAVD 86 (GEOID 12A)
HORIZONTAL : NAD 83 (2011) EPOCH 2010.0

DESIGN DEVELOPMENT PLANS NOT FOR CONSTRUCTION

LOCATION MAP



STATE OF VERMONT



VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

BGS
VERMONT NORTHERN CORRECTIONAL
FACILITY WOOD BOILER

REVISION

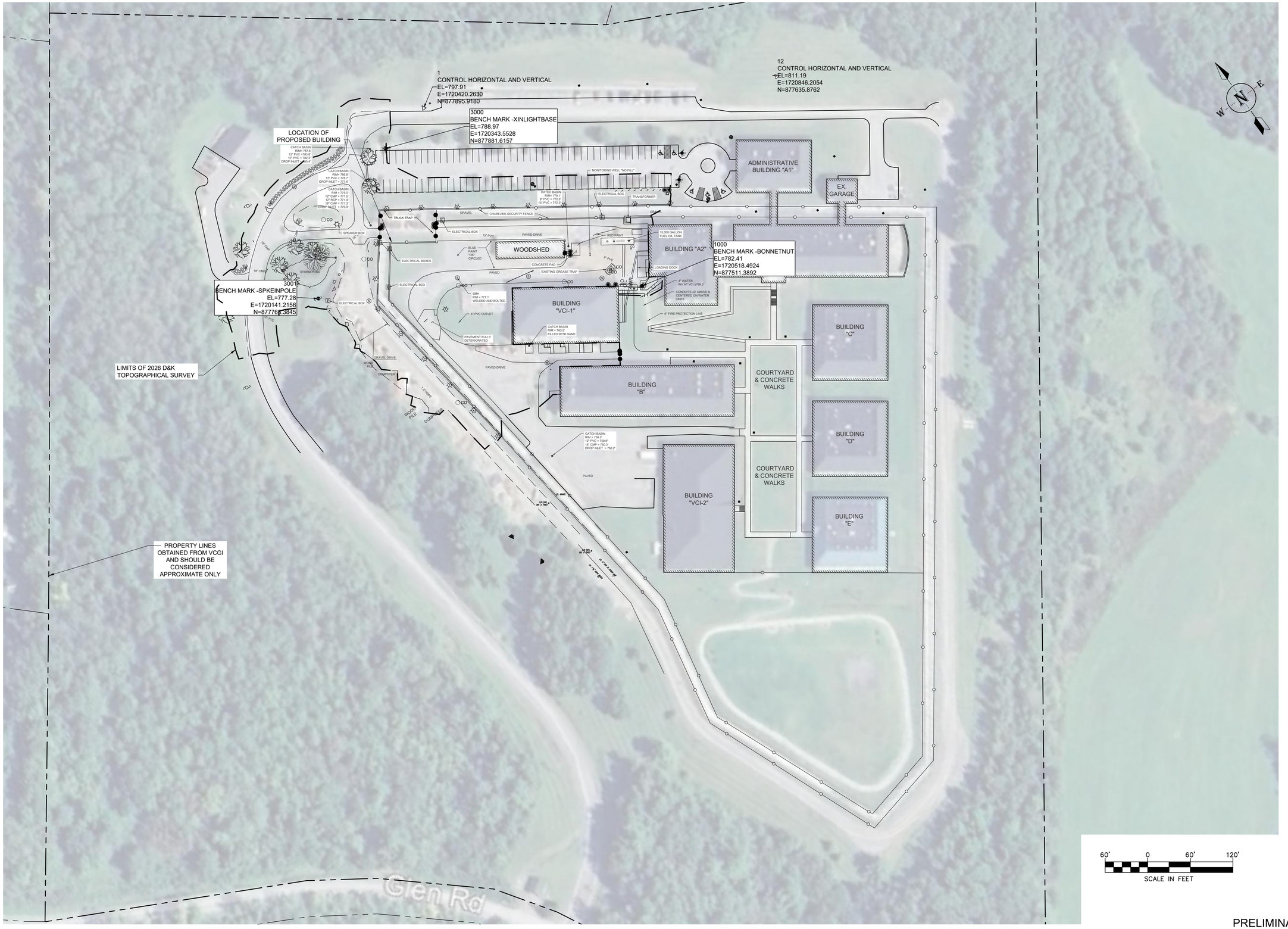
COVER SHEET

ENG JOB NO:	530724
BLDG NO:	0
DATE:	AUGUST 2026
SCALE:	AS NOTED
DRAWN BY:	BEG
APPR. BY:	MAM

SHEET NUMBER

G1.0

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PRELIMINARY

VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

BGS
VERMONT NORTHERN CORRECTIONAL
FACILITY WOOD BOILER

REVISION

ORTHOGRAPHICAL PLAN

ENG JOB NO:	530724
BLDG NO:	0
DATE:	AUGUST 2026
SCALE:	AS NOTED
DRAWN BY:	BEG
APPR. BY:	MAM

SHEET NUMBER

G1.1

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CIVIL GENERAL NOTES:

A. GENERAL NOTES

1. ALL DIMENSIONS ARE HORIZONTAL OR VERTICAL, AND ARE GIVEN AT 68 DEGREES FAHRENHEIT, UNLESS NOTED OTHERWISE.
2. EXISTING CONTOURS OUTSIDE OF THE TOPOGRAPHIC SURVEY LIMITS WERE SUPPLEMENTED FROM EXISTING CONDITIONS PROVIDED BY THE CLIENT AND FROM LIDAR DATA, DOWNLOADED FROM VERMONT CENTER FOR GEOGRAPHIC INFORMATION (VCGI)
3. DUBOIS & KING, INC INCLUDES INFORMATION WITHOUT WARRANTING ITS ACCURACY IN ANY WAY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND DETERMINING THE LOCATION, SIZE, AND ELEVATION OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.
4. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS. IN CASE OF CONFLICT BETWEEN THIS PLAN SET AND ANY OTHER DRAWING OR SPECIFICATION, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY FOR CLARIFICATIONS.
5. SITE WORK SHALL BE CONSTRUCTED FROM A COMPLETE SET OF PLANS. THE ENGINEER IS TO BE NOTIFIED OF ANY CONFLICT WITHIN THIS PLAN SET.
6. CONTRACTOR MUST PARTICIPATE IN AN ON-SITE PRE-CONSTRUCTION CONFERENCE.
7. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING DIG SAFE, AT 1-888-DIG-SAFE, AT LEAST 72 HOURS BEFORE DIGGING.
8. CONTRACTOR SHALL INSTALL AND MAINTAIN TRAFFIC CONTROL DEVICES AS NECESSARY AND IN A MANNER CONSISTENT WITH THE MOST CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
9. PERIMETER INTRUSION DETECTION SYSTEMS (PIDS) MUST REMAIN OPERATIONAL THROUGHOUT CONSTRUCTION. IF THERE ARE TO BE ANY INTERRUPTIONS TO THE SYSTEM, NOTIFY DOC AND THE BGS PROJECT MANAGER 48-HOURS IN ADVANCE.

B. CODES & PERMITS

1. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL WORK IN STRICT ACCORDANCE WITH ALL MUNICIPAL, STATE, & FEDERAL ORDINANCES, CODES, RULES, AND LAWS HAVING JURISDICTION. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK WHICH MAY NOT COMPLY COMPLETELY WITH ALL MUNICIPAL, STATE, & FEDERAL ORDINANCES, CODES, RULES, AND LAWS HAVING JURISDICTION. THESE INCLUDE, BUT ARE NOT LIMITED TO:
   A. STATE OF VT ENVIRONMENTAL PROTECTION RULES, CHAPTER 1
   B. VERMONT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

C. UNSUITABLE BACKFILL MATERIAL

1. SUITABLE EXCAVATED MATERIALS MAY BE INCORPORATED INTO THE PROJECT. THIS PROVISION SHALL IN NO WAY RELIEVE THE CONTRACTOR OF THE OBLIGATION TO REMOVE AND DISPOSE OF ANY MATERIAL DETERMINED BY THE ENGINEER TO BE UNSUITABLE FOR BACKFILLING OR EXCESS SUITABLE MATERIAL.

D. TESTING

1. COMPACTION TESTING IS REQUIRED ON BACKFILL AREAS. REFER TO APPLICABLE SPECIFICATIONS.

E. GRADING

1. GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS. IF CHANGES ARE REQUIRED, NOTIFY THE ENGINEER PRIOR TO BEGINNING OF WORK.

F. EROSION CONTROL

1. CONTRACTOR SHALL CONSTRUCT TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENTATION CONTROL (EPSC) FACILITIES PRIOR TO THE COMMENCEMENT OF EARTHWORK OPERATIONS. EPSC MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, ITEMS IDENTIFIED WITHIN THIS PLAN SET OR WITHIN THE VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION (VTDEC) BEST MANAGEMENT PRACTICES (BMP'S) FOR EROSION CONTROL. SEE EPSC.
2. THE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN EPSC DEVICES THROUGHOUT THE PROJECT SITE FOR THE DURATION OF THE CONSTRUCTION. THE CONTRACTOR SHALL (DAILY OR AS REQUIRED BASIS) INSPECT AND RECORD FINDINGS OF ALL EPSC DEVICES TO ENSURE THAT ALL ITEMS ARE IN SATISFACTORY CONDITION. IN THE EVENT THAT SAID ITEMS ARE DETERMINED TO BE IN UNSATISFACTORY CONDITION, THE CONTRACTOR SHALL RECORD THE UNSATISFACTORY ISSUE, THE DATE OF THE UNSATISFACTORY FINDING, THE APPROPRIATE CORRECTIVE MEASURE AND THE DATE THE CORRECTIVE MEASURE WAS COMPLETED.
3. ALL DISTURBED AREAS SHALL NOT BE LEFT BARE FOR MORE THAN 30 DAYS, SHALL BE STABILIZED IN A MANNER TO MITIGATE EROSION OR SEDIMENTATION FROM EXITING THE LIMIT OF WORK AND SHALL BE RESTORED IN-KIND UPON COMPLETION OF THE PROJECT. THE MAXIMUM AREA ALLOWED TO BE DISTURBED AND LEFT UNSTABILIZED IS TWO ACRES PER DRAINAGE AREA.
4. ALL SLOPES GREATER THAN 1V:3H SHALL BE PROTECTED FROM EROSION WITH APPROPRIATE SLOPE STABILIZATION CONTROL MEASURES PRIOR TO LOAMING, SEEDING AND MULCHING WITHIN 72 HOURS OF COMPLETION. CONTRACTOR SHALL MAINTAIN EROSION CONTROL PROTECTION UNTIL VEGETATION GROWTH HAS BEEN ESTABLISHED. ALL SLOPE STABILIZATION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION AND VERMONT BEST MANAGEMENT PRACTICES.
5. ALL SWALES AND DITCHES WITH SLOPES EXCEEDING 5% SLOPE SHALL BE PROTECTED FROM EROSION WITH MATTING. ALL MATTING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION. ALL SWALES AND DITCHES SHALL BE PROPERLY STABILIZED PRIOR TO DIRECTING FLOW TO THEM.
6. THE CONTRACTOR SHALL NOT PLACE PERMANENT PLANTING AND SEEDING PRIOR TO MAY 1st NOR AFTER SEPTEMBER 1st. TEMPORARY SEEDING SUCH AS WINTER RYE MAY BE USED OUTSIDE OF THIS PERIOD.
7. ALL WORK MUST BE DONE IN A MANNER WHICH MINIMIZES THE POTENTIAL FOR THE DISCHARGE OF SEDIMENT-LADEN WATER. CONTRACTOR IS RESPONSIBLE FOR DIVERTING, PUMPING, OR OTHERWISE CONTROLLING WATER AS NECESSARY.
8. ALL EXISTING STORM DRAINAGE INLETS WITHIN THE WORK AREA OR THAT MAY BE AFFECTED BY THE WORK SHALL BE PROTECTED BY CATCH BASIN COIR MAT FILTERS, OR OTHER BMP TO PREVENT ENTRY OF SEDIMENT FROM RUNOFF WATERS INTO THE STORM DRAIN SYSTEM, AS APPROVED BY THE CITY.

G. UTILITIES

1. ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE UNLESS OTHERWISE NOTED ON PLANS. AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR SHALL REPAIR OR COORDINATE WITH THE RESPECTIVE UTILITY FOR DAMAGE TO UTILITIES.

H. COMPACTION & FILL

1. EXISTING SURFACES TO RECEIVE BACKFILL SHOULD BE BROUGHT TO THE OPTIMUM MOISTURE CONTENT (WITHIN ± 2%), AND COMPACTED IN PLACE TO AT LEAST 90% OF MAXIMUM DRY DENSITY. BACKFILL MATERIALS SHALL BE PLACED IN THIN LIFTS (NOT EXCEEDING 10").
2. MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENTS SHOULD BE DETERMINED FOR ALL FILL MATERIALS IN ACCORDANCE WITH ASTM D1557 (MODIFIED PROCTOR).
3. FILL PLACEMENT EFFORTS USING VIBRATORY EQUIPMENT SHOULD BE CLOSELY MONITORED TO GAUGE THE EFFECTS OF VIBRATIONS ON CUT SLOPE STABILITY AND POTENTIAL EFFECTS ON EXISTING STRUCTURES, THE SIZE OF VIBRATORY EQUIPMENT SHOULD BE SELECTED TO MINIMIZE POTENTIAL ADVERSE EFFECTS, AND IF SHOWN TO BE UNACCEPTABLE, NON-VIBRATORY EQUIPMENT SHOULD BE SUBSTITUTED.

VAOT STANDARDS:

STANDARD	DESCRIPTION	REVISION
B-5	SLOPE GRADING, EMBANKMENTS, MUCK	06-01-1994
B-71 a	STANDARD FOR RESIDENTIAL	04-07-2020
B-71 b	STANDARD FOR COMMERCIAL DRIVES	04-07-2020
C-2A	PORTLAND CEMENT CONCRETE SIDEWALK DRIVE ENTRANCES WITH SIDEWALK ADJACENT TO CURB	06-24-2025
C-2B	PORTLAND CEMENT CONCRETE SIDEWALK DRIVE ENTRANCES WITH SIDEWALK AND GREEN STRIP	6-24-2025
C-3A	SIDEWALK RAMPS	06-24-2025
C-3B	SIDEWALK RAMPS AND MEDIAN ISLANDS	06-24-2025
C-10	CURBING	02-17-2022
D-4	VARIOUS DRAINAGE DETAILS	8-13-2007
D-11	STEEL OR IRON GRATES& COVERS (TYPE A)	6-1-1994
D-13	CONCRETE CATCH BASIN	1-3-2000
D-15	PRECAST REINF. CONC. MH-GRATES, CAST IRON GRATE WITH FRAME, TYPE D & E	6-1-1994
D-16	DRAINAGE DETAILS, INCLUDING DROP INLETS, IRON GRATE TYPE B&C, CONC END SECTIONS, ETC.	6-1-1994
T-161	W-SHAPED STEEL SIGN POST	06-24-2025
T-163	TUBULAR STEEL SIGN POST	06-24-2025
T-1	TRAFFIC CONTROL GENERAL NOTES	06-24-2025
T-2	TRAFFIC SIGNS GENERAL NOTES	06-24-2025
T-10	CONVENTIONS ROADS CONSTRUCTION APPROACH SIGNING	06-24-2025
T-17	TRAFFIC CONTROL MISCELLANEOUS DETAILS	06-24-2025
T-28	CONSTRUCTION SIGN DETAILS	06-24-2025
T-29	CONSTRUCTION SIGN DETAILS	06-24-2025
T-30	CONSTRUCTION SIGN DETAILS	02-17-2022
T-31	CONSTRUCTION SIGN DETAILS	06-24-2025
T-33	MISCELLANEOUS SIGN DETAILS	06-24-2025
T-56	STANDARD SIGN PLACEMENT	06-24-2025
T-133	LIGHT POLE FOUNDATION DETAILS	06-25-2025

COMMON TOPOGRAPHIC POINT SYMBOLS

EXISTING

POINT	CODE	DESCRIPTION
	BM	BENCHMARK (D&K SURVEYED)
	CB	CATCH BASIN (REFERENCE PLANS)
GV	GUY	GUY WIRE
	GV	VALVE - GAS
	H	TREE - HARDWOOD
	HVCTRL	HORIZ. & VERT CONTROL
	HYD	FIRE HYDRANT
	LI	LIGHT POLE (D&K SURVEYED)
	S	TREE - SOFTWOOD
	SH	SHRUB
	SIGN	SIGN - 1 POST
S	SMH	MANHOLE - SEWER
	TSIGN	SIGN - 2 POST
WV	WV	VALVE - WATER
	WSO	WATER SHUT-OFF
MW	MW	MONITORING WELL
	CB	CATCH BASIN (D&K SURVEYED)
	LI	LIGHT POLE (REFERENCE PLANS)
	FP	STEEL FENCE POST
X	X	DEMOLISH ITEM
E	EB	ELECTRICAL BOX (D&K SURVEYED)
	SB	SPEAKER BOX (D&K SURVEYED)
	UP	UTILITY POLE (D&K SURVEYED)
	BO	BOLLARD

THESE ARE COMMON SURVEY POINT SYMBOLS FOR EXISTING FEATURES

PROPOSED

POINT	CODE	DESCRIPTION
		BOLLARD
		CATCH BASIN
		CLEANOUT
GV		GATE VALVE
		HYDRANT
D		MANHOLE - STORM DRAIN
		LIGHT POLE
		PULL BOX/HANDHOLD

GENERAL INFORMATION

SYMBOLOGY LEGEND NOTE

THE SYMBOLOGY ON THIS SHEET IS INTENDED TO COVER STANDARD CONVENTIONAL SYMBOLOGY. THE SYMBOLOGY IS USED FOR EXISTING & PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROJECT ANNOTATION, AS NOTED ON PROJECT PLAN SHEETS. THIS LEGEND SHEET COVERS THE BASICS. SYMBOLOGY ON PLANS MAY VARY, PLAN ANNOTATIONS AND NOTES SHOULD BE USED TO CLARIFY AS NEEDED.

R.O.W. ABBREVIATIONS (CODES) & SYMBOLS

POINT CODE DESCRIPTION

N/A

PROJECT CONSTRUCTION SYMBOLOGY

PROJECT DESIGN & LAYOUT SYMBOLOGY

MATCH LINE STA. X+XX: SEE NEXT SHEET — PLAN LAYOUT MATCH LINE

PROJECT CONSTRUCTION FEATURES

N/A

CONVENTIONAL BOUNDARY SYMBOLOGY

BOUNDARY LINES

- APPROXIMATE R.O.W.
- 1+00 — ROADWAY BASELINE & STATIONING

UTILITY SYMBOLOGY

UNDERGROUND UTILITIES

EXISTING

- UGE — UGE — ELECTRIC
- G — G — GAS
- S — S — SEWER
- ST — STEAM
- D — D — STORM MAIN
- UGT — UGT — UNDERGROUND TELEPHONE/COMMUNICATIONS
- W — W — WATER
- OIL — OIL
- AIR — AIR

PROPOSED

- D — STORM MANHOLE
- UD — UNDERDRAIN
- W — W — WATER LINE
- HW — HOT WATER

ABOVE GROUND UTILITIES (AERIAL)

EXISTING

- OHC — COMMUNICATION
- OHP — OVERHEAD POWER
- OHE&C — ELECTRIC & COMMUNICATION
- OHU — MISC. WIRE OR UNKNOWN

EPSC LAYOUT PLAN SYMBOLOGY

EPSC MEASURES

- FILTER BAG
- FILTER FABRIC DROP INLET PROTECTION
- SILT FENCE
- SILT FENCE WITH WOVEN WIRE
- STABILIZED CONSTRUCTION ENTRANCE
- STONE & DROP BLOCK INLET PROTECTION

(SEE SHEETS ##### AND ##### FOR ADDITIONAL DETAIL)

ENVIRONMENTAL RESOURCES

N/A

ARCHEOLOGICAL & HISTORIC

N/A

PROPOSED GEOMETRY CODES

CODE DESCRIPTION

PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PT	POINT OF TANGENCY
POB	POINT OF BEGINNING
POE	POINT OF ENDING
STA	STATION PREFIX

CONVENTIONAL TOPOGRAPHIC SYMBOLS

EXISTING FEATURES

- BUILDING EXTERIOR
- 155 — CONTOUR LINE (MAJOR)
- 154 — CONTOUR LINE (MINOR)
- EDGE OF DRIVEWAY
- EDGE OF DRIVEWAY (CURBED)
- EDGE OF PAVEMENT
- EDGE OF PAVEMENT (CURBED)
- EDGE OF SIDEWALK
- PAVEMENT MARKING (DOUBLE)
- PAVEMENT MARKING (SINGLE)
- CHAIN LINK SECURITY FENCE
- DEMOLISH/REMOVE
- ABANDON IN PLACE
- REMOVE PAVEMENT/SIDEWALK

PROPOSED FEATURES

- 155 — CONTOUR LINE (MAJOR)
- 154 — CONTOUR LINE (MINOR)
- EDGE OF DRIVEWAY
- EDGE OF DRIVEWAY (CURBED)
- EDGE OF PAVEMENT
- EDGE OF PAVEMENT (CURBED)
- EDGE OF SIDEWALK
- PAVEMENT MARKING (DOUBLE)
- PAVEMENT MARKING (SINGLE)
- BITUMINOUS ASPHALT
- DETECTABLE WARNING STRIP
- SIDEWALK RAMP
- TEMPORARY CONSTRUCTION FENCE

VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

BGS
VERMONT NORTHERN CORRECTIONAL
FACILITY WOOD BOILER

REVISION

CIVIL NOTES & LEGEND

ENG JOB NO:	530724
BLDG NO:	0
DATE:	AUGUST 2026
SCALE:	AS NOTED
DRAWN BY:	BEG
APPR. BY:	MAM

SHEET NUMBER

G1.2

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LAST SAVED BY: BGRAY

CATCH BASIN
RIM= 787.6
12" PVC =783.8'
12" PVC = 782.3'
DROP INLET = 780.4'

CATCH BASIN
RIM= 786.8'
12" PVC = 778.7'
DROP INLET = 777.6'

CATCH BASIN
RIM = 779.0'
12" CMP = 771.5'
12" RCP = 771.4'
18" CMP = 771.3'
DROP INLET = 770.9'

MONITORING WELL "NO FILL"

CATCH BASIN
RIM= 778.1'
8" PVC = 772.5'
15" PVC = 772.3'

ELECTRICAL BOX

TRANSFORMER

ADMINISTRATIVE BUILDING "A1"

EX. GARAGE

GRAVEL

CHAIN LINK SECURITY FENCE

TRUCK TRAP

SPEAKER BOX

ELECTRICAL BOX

15" PVC

PAVED DRIVE

RED PAINT

15,000 GALLON FUEL OIL TANK

BLUE PAINT "OK" CIRCLED

WOOD SHED

BUILDING "A2"

1000
BENCH MARK -BONNETNUT
EL=782.41
E=1720518.4924
N=877511.3892

ELECTRICAL BOXES

CONCRETE PAD

8" PVC

LOADING DOCK

18" CMP

STORM POND

PAVED

EXISTING GREASE TRAP

3001
BENCH MARK -SPKEINPOLE
EL=777.28
E=1720141.2156
N=877768.3845

ELECTRICAL BOX

SMH
RIM = 777.1'
WELDED AND BOLTED

4" WATER
INV AT VCI ±769.0

CONDUITS ±3' ABOVE & CENTERED ON WATER LINES

6" PVC OUTLET

BUILDING "VCI-1"

6" FIRE PROTECTION LINE

CATCH BASIN
RIM = 763.5'
FILLED WITH SAND

BUILDING "C"

PAVEMENT FULLY DETERIORATED

GRAVEL DRIVE

WOOD PILE

DUMPSTER

PAVED DRIVE

BUILDING "B"

COURTYARD & CONCRETE WALKS

CONC. WALK

1.5" HDPE

WOOD PILE

DUMPSTER

CATCH BASIN
RIM = 759.3'
12" PVC = 750.6'
18" CMP = 750.3'
DROP INLET = 750.2'

PAVED

BUILDING "D"

BUILDING "VCI-2"

COURTYARD & CONCRETE WALKS

BUILDING "E"

EX. GRAVEL

C/O (VF)
INV. ± 748.0

C/O (VF)
INV. ± 748.5

EX. 6" ABS SWEE INV.

15" HDPE INV. ± 747.9

30' 0 30' 60'
SCALE IN FEET

DEMOLITION LEGEND:

- REMOVE PAVEMENT / SIDEWALK
- DEMOLISH/REMOVE
- ABANDON IN PLACE
- X — DEMOLISH ITEM

PRELIMINARY

VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

BGS
VERMONT NORTHERN CORRECTIONAL FACILITY WOOD BOILER

REVISION

EXISTING CONDITIONS & DEMOLITION PLAN

ENG JOB NO:	530724
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APPR. BY:	MAM

SHEET NUMBER

C1.0

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3000
BENCH MARK -XINLIGHTBASE
EL=788.97
E=1720343.5528
N=877881.6157

3001
BENCH MARK -SPKEINPOLE
EL=777.28
E=1720141.2156
N=877768.3845

SPEAKER BOX TO BE RELOCATED

CLEANOUT COVER TO BE ADJUSTED TO PROPOSED GRADE.

PROPOSED PAVEMENT

PROPOSED WOODSHED

STORMPOND

12" PVC

PROPOSED TRUCK TRAP

GRAVEL

CHAIN LINK SECURITY FENCE

PAVED DRIVE

CONCRETE PAD

PROPOSED TEMPORARY FENCE

PROPOSED SECURITY FENCE

PAVED

BUILDING
"VCI-1"

PROPOSED PAVEMENT

PAVEMENT FULLY DETERIORATED

WOOD PILE

GRAVEL DRIVE

DUMPSTER

PAVED DRIVE

20' 0 20' 40'
SCALE IN FEET

PRELIMINARY

VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

BGS
VERMONT NORTHERN CORRECTIONAL
FACILITY WOOD BOILER

REVISION

SITE PLAN

ENG JOB NO:	530724
BLDG NO:	0
DATE:	AUGUST 2026
SCALE:	AS NOTED
DRAWN BY:	BEG
APPR. BY:	MAM

SHEET NUMBER
C2.0

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CATCH BASIN
RIM= 787.6
12" PVC =783.8'
12" PVC = 782.3'
DROP INLET = 780.4'

CATCH BASIN
RIM= 786.8'
12" PVC = 778.7'
DROP INLET = 777.6'

CATCH BASIN
RIM = 779.0'
12" CMP = 771.5'
12" RCP = 771.4'
18" CMP = 771.3'
DROP INLET = 770.9'

3000
BENCH MARK -XINLIGHTBASE
EL=788.97
E=1720343.5528
N=877881.6157

CATCH BASIN
RIM = 778.1'
18" PVC = 772.8
15" PVC = 772.3"

MONITORING WELL "NO FILL"

SPEAKER BOX TO BE RELOCATED

CLEANOUT COVER TO BE ADJUSTED TO PROPOSED GRADE.

PROPOSED PAVEMENT

PROPOSED TRUCK TRAP

TRUCK TRAP

PROPOSED UNDERGROUND ELECTRIC

PROPOSED HOT WATER PIPING

CHAIN LINK SECURITY FENCE

ELECTRICAL BOX

TRANSFORMER

GRAVEL

PAVED DRIVE

RED PAINT

ELECTRICAL BOXES

PROPOSED WOODSHED

WOODSHED

BLUE PAINT "OK"

PROPOSED TEMPORARY FENCE

CONCRETE PAD

EXISTING GREASE TRAP

STORM POND

PROPOSED SECURITY FENCE

PAVED

SMH
RIM = 777.1'
WELDED AND BOLTED

3001
BENCH MARK -SPKEINPOLE
EL=777.28
E=1720141.2156
N=877768.3845

6" PVC OUTLET

PROPOSED PAVEMENT

BUILDING
"VCI-1"

CATCH BASIN
RIM = 763.5'
FILLED WITH SAND

PAVEMENT FULLY DETERIORATED

WOOD PILE

GRAVEL DRIVE

DUMPSTER

PAVED DRIVE

20' 0 20' 40'
SCALE IN FEET

PRELIMINARY

VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

BGS
VERMONT NORTHERN CORRECTIONAL
FACILITY WOOD BOILER

REVISION

UTILITY PLAN

ENG JOB NO:	530724
BLDG NO:	0
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APPR. BY:	MAM

SHEET NUMBER

C2.1

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CATCH BASIN
RIM= 787.6
12" PVC =783.8'
12" PVC = 782.3'
DROP INLET = 780.4'

CATCH BASIN
RIM= 786.8'
12" PVC = 778.7'
DROP INLET = 777.6'

CATCH BASIN
RIM = 779.0'
12" CMP = 771.5'
12" RCP = 771.4'
18" CMP = 771.3'
DROP INLET = 770.9'

3000
BENCH MARK -XINLIGHTBASE
EL=788.97
E=1720343.5528
N=877881.6157

1636
788.96
BENCH MARK -CHECK

CATCH BASIN
RIM = 778.1'
18" PVC = 772.8
15" PVC = 772.3'

MONITORING WELL "NO FILL"

SPEAKER BOX TO BE RELOCATED

CLEANOUT COVER TO BE ADJUSTED TO PROPOSED GRADE.

1950
780.58
LIGHT - STREET OR YARD -19

PROPOSED PAVEMENT

TRUCK TRAP

PROPOSED TRUCK TRAP

PROPOSED UNDERGROUND ELECTRIC

PROPOSED HOT WATER PIPING

ELECTRICAL BOX

TRANSFORMER

UTILITY MISCELLANEOUS ST -EBOX

ELECTRICAL BOXES

PROPOSED WOODSHED

WOODSHED

BLUE PAINT "OK"

PROPOSED TEMPORARY FENCE

PROPOSED SECURITY FENCE

3001
BENCH MARK -SPKEINPOLE
EL=777.28
E=1720141.2156
N=877768.3845

5474
775.16
UTILITY MISCELLANEOUS ST -EBOX

ELECTRICAL BOX

EXISTING GREASE TRAP

WG47 - Interstate Semi-Trailer

SMH
RIM = 777.1'
WELDED AND BOLTED

6" PVC OUTLET

PROPOSED PAVEMENT

CATCH BASIN
RIM = 763.5'
FILLED WITH SAND

8" PVC

RED PAINT

20' 0 20' 40'
SCALE IN FEET

CONSTRUCTION

VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

BGS
VERMONT NORTHERN CORRECTIONAL FACILITY WOOD BOILER

REVISION

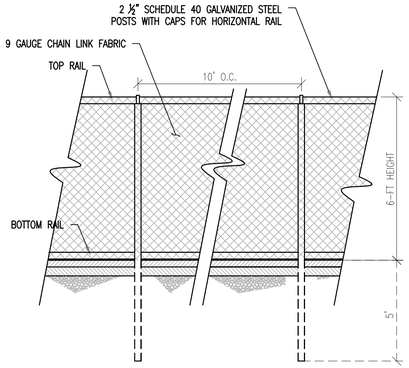
TRUCK TURNING MOVEMENTS

ENG JOB NO:	530724
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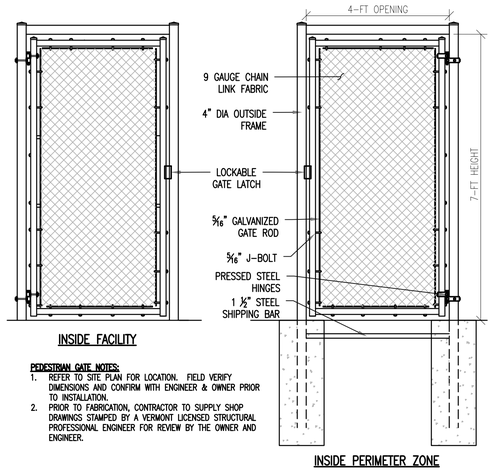
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CHAIN LINK FENCE NOTES:
1. REFER TO SITE PLAN FOR LOCATIONS. FIELD VERIFY DIMENSIONS AND CONFIRM WITH ENGINEER & OWNER PRIOR TO INSTALLATION.

CHAIN LINK FENCE DETAIL

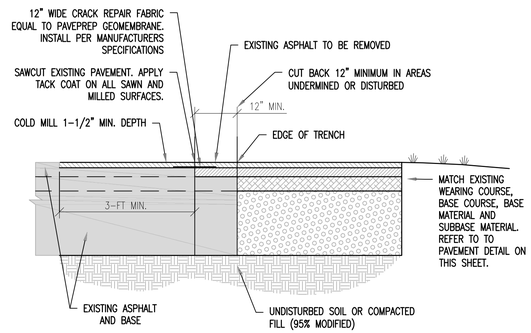
NOT TO SCALE



PEDESTRIAN GATE NOTES:
1. REFER TO SITE PLAN FOR LOCATION. FIELD VERIFY DIMENSIONS AND CONFIRM WITH ENGINEER & OWNER PRIOR TO INSTALLATION.
2. PRIOR TO FABRICATION, CONTRACTOR TO SUPPLY SHOP DRAWINGS STAMPED BY A VERMONT LICENSED STRUCTURAL PROFESSIONAL ENGINEER FOR REVIEW BY THE OWNER AND ENGINEER.

PRE-HUNG PEDESTRIAN GATE DETAIL

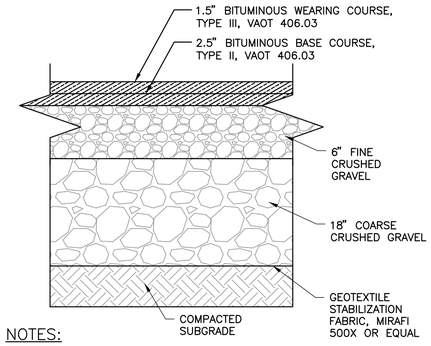
NOT TO SCALE



NOTE:
1. THIS METHOD OF PAVEMENT JOINT SHALL BE USED FOR ANY APPLICATION OR CONSTRUCTION WHERE PROPOSED PAVEMENT AND BASE WILL BE CONNECTED TO EXISTING PAVEMENT AND BASE.

ASPHALT PAVEMENT TRENCH PATCH DETAIL

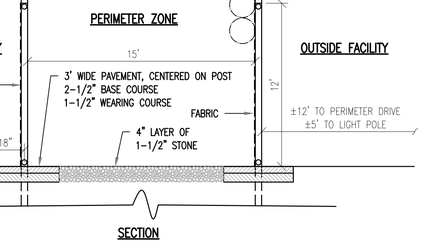
NOT TO SCALE



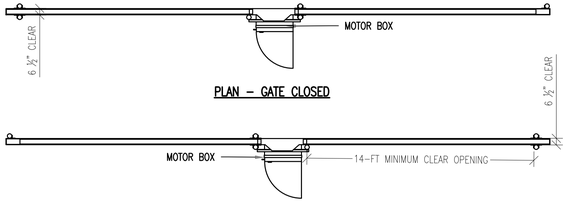
NOTES:
1. TYPE II AND TYPE III BITUMINOUS CONCRETE MIXTURES SHALL COMPLY WITH VAOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (404.06).
2. BASE AND SUB-BASE TO CONFORM TO VAOT STANDARD SPECIFICATIONS FOR MATERIALS (704.04 AND 704.05) AND PLACEMENTS (301.03-05).

BITUMINOUS PAVEMENT DETAIL

NOT TO SCALE

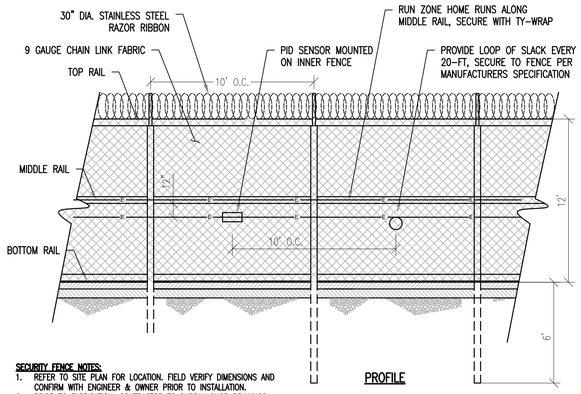


SECTION



PLAN - GATE CLOSED

PLAN - GATE OPEN

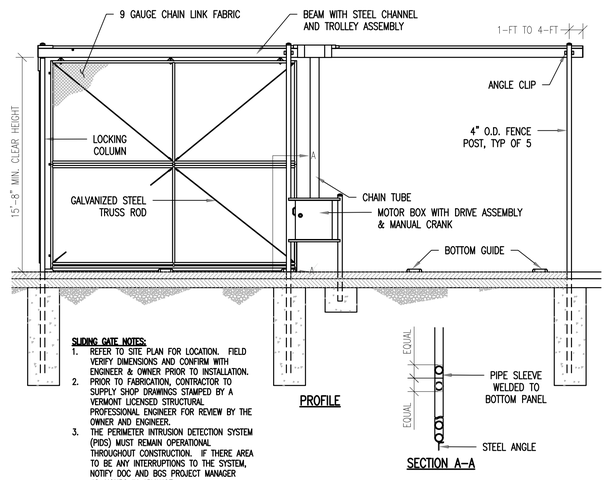


SECURITY FENCE NOTES:
1. REFER TO SITE PLAN FOR LOCATION. FIELD VERIFY DIMENSIONS AND CONFIRM WITH ENGINEER & OWNER PRIOR TO INSTALLATION.
2. PRIOR TO FABRICATION, CONTRACTOR TO SUPPLY SHOP DRAWINGS STAMPED BY A VERMONT LICENSED STRUCTURAL PROFESSIONAL ENGINEER FOR REVIEW BY THE OWNER AND ENGINEER.
3. THE PERIMETER INTRUSION DETECTION SYSTEM (PIDS) MUST REMAIN OPERATIONAL THROUGHOUT CONSTRUCTION. IF THERE AREA TO BE ANY INTERRUPTIONS TO THE SYSTEM, NOTIFY DOC AND BGS PROJECT MANAGER 48-HOURS IN ADVANCE.

PROFILE

SECURITY FENCE DETAIL (TEMPORARY AND PERMANENT)

NOT TO SCALE



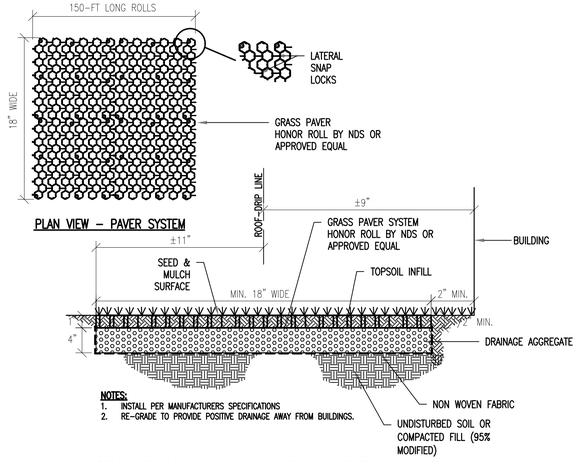
SLIDING GATE NOTES:
1. REFER TO SITE PLAN FOR LOCATION. FIELD VERIFY DIMENSIONS AND CONFIRM WITH ENGINEER & OWNER PRIOR TO INSTALLATION.
2. PRIOR TO FABRICATION, CONTRACTOR TO SUPPLY SHOP DRAWINGS STAMPED BY A VERMONT LICENSED STRUCTURAL PROFESSIONAL ENGINEER FOR REVIEW BY THE OWNER AND ENGINEER.
3. THE PERIMETER INTRUSION DETECTION SYSTEM (PIDS) MUST REMAIN OPERATIONAL THROUGHOUT CONSTRUCTION. IF THERE AREA TO BE ANY INTERRUPTIONS TO THE SYSTEM, NOTIFY DOC AND BGS PROJECT MANAGER 48-HOURS IN ADVANCE.

PROFILE

SECTION A-A

SLIDING GATE DETAIL

NOT TO SCALE



PLAN VIEW - PAVER SYSTEM

NOTES:
1. INSTALL PER MANUFACTURERS SPECIFICATIONS
2. RE-GRADE TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.

STABILIZED TURF DRIP EDGE DETAIL

NOT TO SCALE

PRELIMINARY

VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

BGS
VERMONT NORTHERN CORRECTIONAL FACILITY WOOD BOILER

REVISION

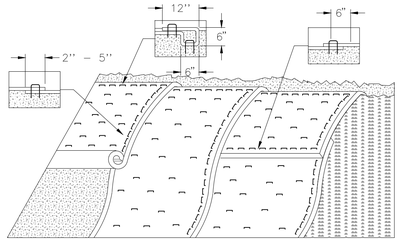
DETAILS

ENG JOB NO:	530724
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APPR. BY:	MAM

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C5.0

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EROSION PREVENTION FOR SIDE SLOPES
NOT TO SCALE

APPLICATION NOTES:

A. THE PURPOSE OF MATTING ON SIDE SLOPES IS TO REDUCE EROSION AND AID THE ESTABLISHMENT OF VEGETATION

B. EROSION CONTROL MATTING SHALL BE USED FOR THE FOLLOWING REASONS:

* SIDE SLOPES > 3:1 (H:V)
* AREAS WHERE SEED AND MULCH WILL NOT STAY IN PLACE ALONE
* WHERE SEEDING IS OUTSIDE THE GROWING SEASON.

GENERAL NOTES:

1. GRADE AND SMOOTH THE SLOPE TO PROVIDE GOOD MATTING TO SOIL SURFACE CONTACT.
2. APPLY FERTILIZER, LIME, AND SEED PRIOR TO PLACING MATTING.
3. ANCHOR MATTING AS SHOWN, UTILIZING ANCHOR STAPLES. STAPLE PLACEMENT SHALL BE DETERMINED BY THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
4. UNROLL MATTING VERTICALLY DOWN SLOPE IN THE DIRECTION OF WATER FLOW.
5. OVERLAP UPPER MATTING OVER LOWER MATTING AS SHOWN.
6. OVERLAP ADJACENT MATTING AS SHOWN.
7. CUT EXCESS MATTING AT END OF SLOPE AND ANCHOR THE END.
8. EROSION CONTROL MATTING SHALL BE 100% BIODEGRADABLE.
9. MEASURES SHALL BE INSPECTED EVERY SEVEN (7) CALENDAR DAYS MINIMUM AND WITHIN 24 HOURS OF A STORM EVENT GREAT ENOUGH TO CAUSE WATER TO LEAVE THE CONSTRUCTION SITE.
10. MATTING SHALL BE REPAIRED AND RESTAPLED AS NECESSARY TO ENSURE PROPER FUNCTION.
11. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE INSTALLATION, INSPECTION AND MAINTENANCE OF ALL EROSION PREVENTION AND SEDIMENT CONTROL MEASURES.

WINTER CONSTRUCTION

SITE CONSTRUCTION MAY CONTINUE THROUGH THE WINTER MONTHS ON THIS PROJECT. IT IS IMPERATIVE THAT ALL EROSION PREVENTION AND SEDIMENT CONTROL MEASURES BE IN PLACE AND FUNCTIONING TO ENSURE THEIR EFFECTIVENESS THROUGH THE WINTER AND SPRING SEASON. WINTER IN VERMONT CAN DIMINISH THE EFFECTIVENESS OF CONTROLS AND PREDISPOSE A SITE TO SEVERE EROSION AND SEDIMENTATION. DISTURBED AND BARE SOIL THAT IS WELL–FROZEN IS QUITE RESISTANT TO EROSION. HOWEVER, SEVERE EROSION OCCURS DURING THE MIDWINTER AND SPRING THAWS WHEN MELTING SNOW, THAWING SOILS AND HEAVY RAINS PRODUCE INTENSE RUNOFF OVER SATURATED UNSTABLE SOILS. FOR THESE REASONS, SOIL DISTURBANCES SHALL BE STABILIZED BY PRIOR TO THE START OF THE WINTER CONSTRUCTION SEASON (OCTOBER, 15TH). ALL EARTHWORK CONTINUING DURING THE WINTER CONSTRUCTION SEASON SHALL BE STABILIZED IN ACCORDANCE WITH THE STATE OF VERMONT EROSION PREVENTION AND SEDIMENT CONTROL REQUIREMENTS FOR WINTER CONSTRUCTION.

INSPECTION AND MAINTENANCE

INSPECT EROSION PREVENTION AND SEDIMENT CONTROL MEASURES MORE FREQUENTLY IN THE WINTER AND SPRING THAN IN THE SUMMER. PAY CAREFUL ATTENTION TO WEATHER PREDICTIONS. WATCH FOR PREDICTED THAWS OR HEAVY RAINS. BEFORE SUCH EVENTS, CHECK ALL CONTROL MEASURES TO BE SURE THAT STRUCTURES WILL MANAGE THE POTENTIALLY HEAVY AND INTENSE RUNOFF AND SEDIMENT. PRACTICALLY CONSTANT MAINTENANCE OF CRITICAL CONTROL MEASURES MAY BE NECESSARY DURING THE WINTER AND EARLY SPRING TO PREVENT FAILURE OR OVERLOADING OF CONTROL MEASURES. BE PREPARED TO QUICKLY INSTALL A SECOND LINE OF DEFENSE IF PROBLEMS OCCUR. BE PREPARED TO DEVOTE A SUBSTANTIAL AMOUNT OF TIME, EQUIPMENT AND MANPOWER TO EROSION PREVENTION AND SEDIMENT CONTROL.

FOLLOW–UP

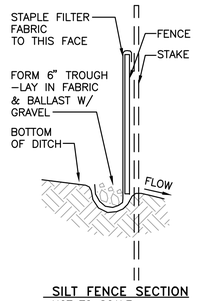
AS EARLY AS IS PRACTICAL, AT THE BEGINNING OF THE NEXT GROWING SEASON, INSTALL PERMANENT VEGETATIVE CONTROLS AS SPECIFIED IN THIS EPSC PLAN.

DEWATERING PROCEDURE

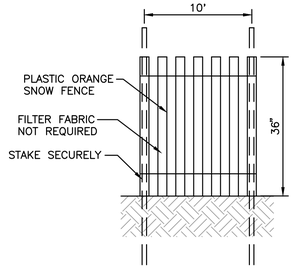
DEWATERING WILL BE ACCOMPLISHED BY PLACEMENT OF CRUSHED STONE FILLED SUMPS IN LOW AREAS OF THE EXCAVATION. WATER WILL BE PUMPED FROM THESE SUMPS THROUGH A SEDIMENTATION DEVICE AND DISCHARGE INTO THE SUBSURFACE STORMWATER SYSTEM. THE DETAILS OF DEWATERING, INCLUDING THE NUMBER AND LOCATION OF SUMPS; THE TYPE, NUMBER AND LOCATION OF THE SEDIMENTATION DEVICE(S) AND THE ASSOCIATED DISCHARGE POINTS AND OPERATING PROCEDURES WILL DEPEND ON THE CONDITIONS ENCOUNTERED DURING CONSTRUCTION, AS WELL AS THE SEASONAL WEATHER CONDITIONS. A PLAN WHICH DETAILS THE DEWATERING SYSTEM AND PROCEDURES WILL BE PROVIDED FOR REVIEW AND APPROVAL BY THE ON–SITE COORDINATOR PRIOR TO ITS IMPLEMENTATION.

NOTES:

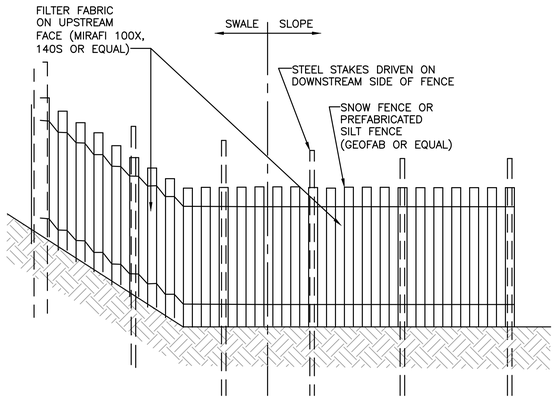
1. FILTER FABRIC SHALL HAVE AN EOS OF 40–85. BURLAP MAY BE USED FOR SHORT TERM APPLICATIONS.
2. CUT FABRIC FROM A CONTINUOUS ROLL TO ELIMINATE JOINTS. IF JOINTS ARE NEEDED THEY WILL BE OVERLAPPED TO THE NEXT STAKE.
3. STAKE MATERIALS WILL BE STANDARD 2"X4" WOOD OR EQUIVALENT. METAL WITH A MINIMUM LENGTH OF 3 FEET.
4. SPACE STAKES EVENLY AROUND THE INLET 3 FEET APART AND DRIVE A MINIMUM OF 18 INCHES DEEP. SPANS GREATER THAN 3 FEET MAY BE BRIDGED WITH THE USE OF WIRE MESH BEHIND THE FILTER FABRIC FOR SUPPORT.
5. FABRIC SHALL BE EMBEDDED 1 FOOT MINIMUM BELOW GROUND AND BACKFILLED. IT SHALL BE SECURELY FASTENED TO THE STAKES AND FRAME.
6. A 2"X4" WOOD FRAME SHALL BE COMPLETED AROUND THE CREST OF THE FABRIC FOR OVER FLOW STABILITY.
7. MAXIMUM DRAINAGE AREA 1 ACRES



SILT FENCE SECTION
NOT TO SCALE



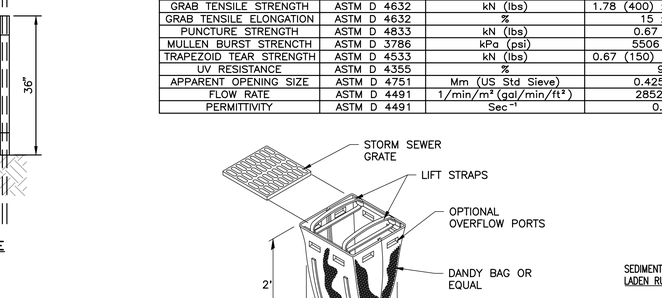
ISOLATION FENCE
NOT TO SCALE



SILT FENCE SECTION
NOT TO SCALE

EROSION CONTROL SCHEDULE	
FOR SITE CONDITIONS	USE TYPE
AREAS FLATTER THAN 1:5 (20%)	STRAW MULCH
AREAS 1:5 (20%) OR STEEPER	MATTING/BLANKETS
ALL DISTURBED AREAS	SEED AND SOD
ACROSS SLOPES AROUND CATCH BASINS AROUND STOCK PILE AND BORROW AREAS TOES OF SLOPE ALONG STREAMS AND WATER BODIES AS SHOWN ON DRAWINGS	SILT FENCES
ACROSS SLOPES AROUND CATCH BASINS IN DRAINAGE DITCHES 9% SLOPE OR LESS – PLACE 100 FT. APART 10% TO 19% – PLACE 50 FT. APART 20% OR GREATER – PLACE 25 FT. APART AS SHOWN ON DRAWINGS	CHECK DAMS
IN DITCHES PRIOR TO DISCHARGE TO BODIES OF WATER AS SHOWN ON DRAWINGS	SEDIMENT BASINS
STABILIZED CONST. ENTRANCE AS SHOWN ON DRAWINGS	STABILIZED CONST. ENTRANCE

EROSION CONTROL SCHEDULE
NOT TO SCALE

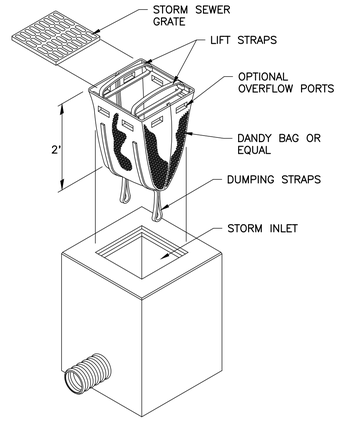


STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE

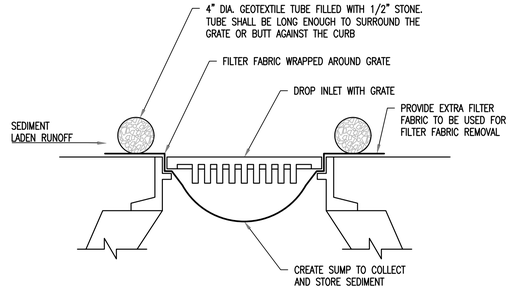
CONSTRUCTION SPECIFICATIONS:

1. STONE SIZE SHALL BE 3 TO 4 INCHES.
2. LENGTH SHALL NOT BE LESS THAN 50 FEET.
3. THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
4. WIDTH SHALL NOT BE LESS THAN 10' WIDER THAN THE LARGEST VEHICLE ENTERING OR EXITING THE SITE.
5. WASHING. WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT–OF–WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE, WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE THROUGH USE OF SAND BAGS, GRAVEL, BOARDS, OR OTHER APPROVED METHODS.
6. MAINTENANCE. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS–OF–WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED ONTO PUBLIC RIGHTS–OF–WAY MUST BE REMOVED IMMEDIATELY.

MECHANICAL PROPERTIES	TEST METHOS	UNITS	MARV
GRAB TENSILE STRENGTH	ASTM D 4632	kN (lbs)	1.78 (400) x 1.40 (315)
GRAB TENSILE ELONGATION	ASTM D 4632	%	15 x 15
PUNCTURE STRENGTH	ASTM D 4833	kN (lbs)	0.67 (150)
MULLEN BURST STRENCTH	ASTM D 3786	kPa (psi)	5506 (800)
TRAPEZOID TEAR STRENGTH	ASTM D 4533	kN (lbs)	0.67 (150) x 0.73 (165)
UV RESISTANCE	ASTM D 4355	%	90
APPARENT OPENING SIZE	ASTM D 4751	Mm (US Std Sieve)	0.425 (40)
FLOW RATE	ASTM D 4491	1/min/m² (gal/min/ft²)	2852 (70)
PERMITTIVITY	ASTM D 4491	Sec⁻¹	0.90

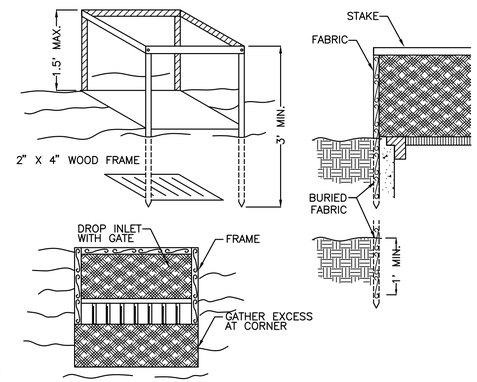


INLET SEDIMENT FILTER
NOT TO SCALE

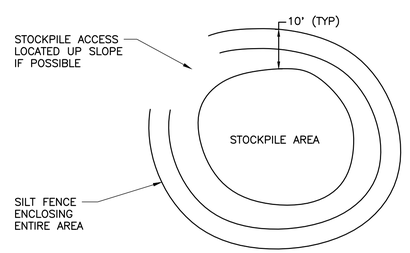


NOTES
1. CONTRACTOR TO CLEAN AFTER EVERY STORM. IF THE BARRIER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PASSES FILTERED WATER, THE SEDIMENT SHALL BE REMOVED AND THE BARRIER SHALL BE REPLACED. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
2. THE FABRIC SHALL BE REMOVED WHEN THE DRAINAGE AREA HAS BEEN ADEQUATELY STABILIZED.

INLET PROTECTION DETAIL
NOT TO SCALE 6



FILTER FABRIC DROP INLET PROTECTION
NOT TO SCALE



NOTES:
1. ALL AREAS NOT TO BE WORKED FOR 14 DAYS OR MORE SHALL BE TEMPORARILY STABILIZED WITH MULCH, MATTING, OR OTHER MEASURES SUITABLE TO THE LOCATION.

STOCKPILE AREA ISOLATION DETAIL
NOT TO SCALE

PRELIMINARY

VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

BGS
VERMONT NORTHERN CORRECTIONAL FACILITY WOOD BOILER

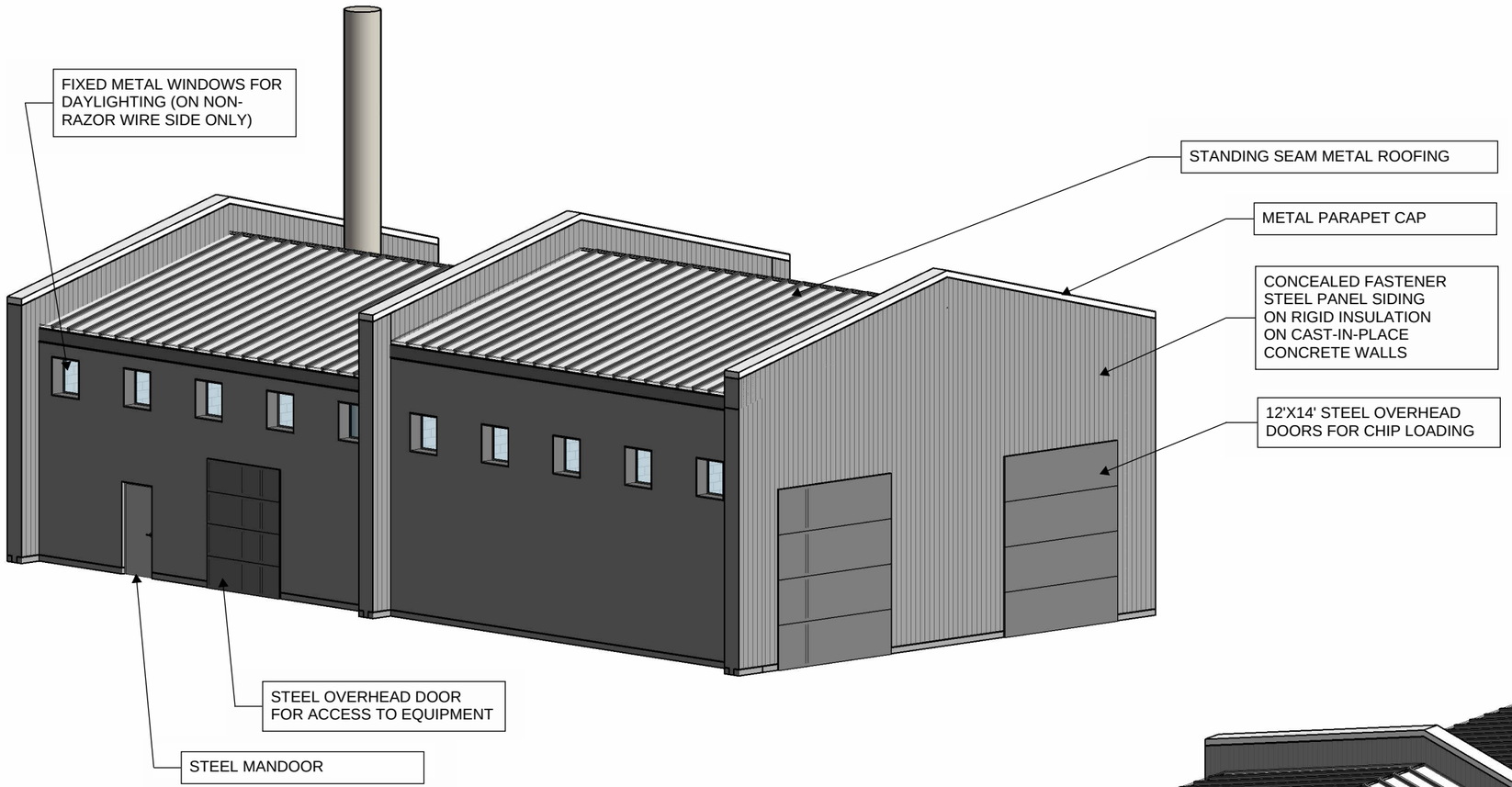
REVISION

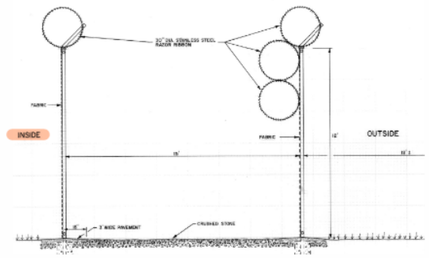
EROSION PROTECTION & SEDIMENTATION CONTROL DETAILS

ENG JOB NO:	530724
BLDG NO:	0
DATE:	AUGUST 2026
SCALE:	AS NOTED
DRAWN BY:	BEG
APPR. BY:	MAM

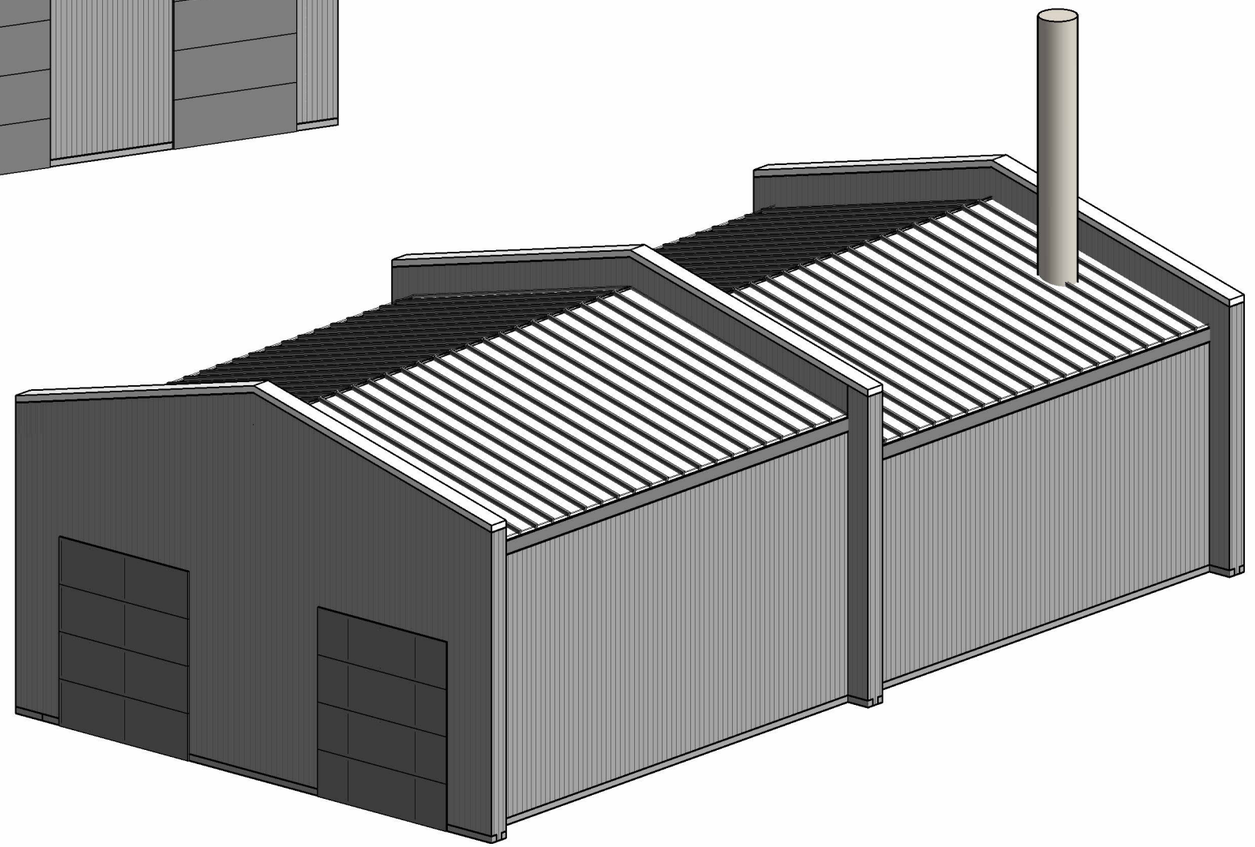
SHEET NUMBER
C5.1

I:\530724_VT BGS NSCF Wood Boiler\Drawings\Civil\530724_BGS_WoodBoiler_DETAILS.dwg 8/14/2026 4:24 PM
Layout: C5.1 EROSION PROTECTION & SEDIMENTATION CONTROL DETAILS





Razor Wire details from State.
We understand that two sides of this building may receive a version of this treatment where the building acts as part of the perimeter.
We are looking to confirm and discuss desired facade treatment on those two sides.

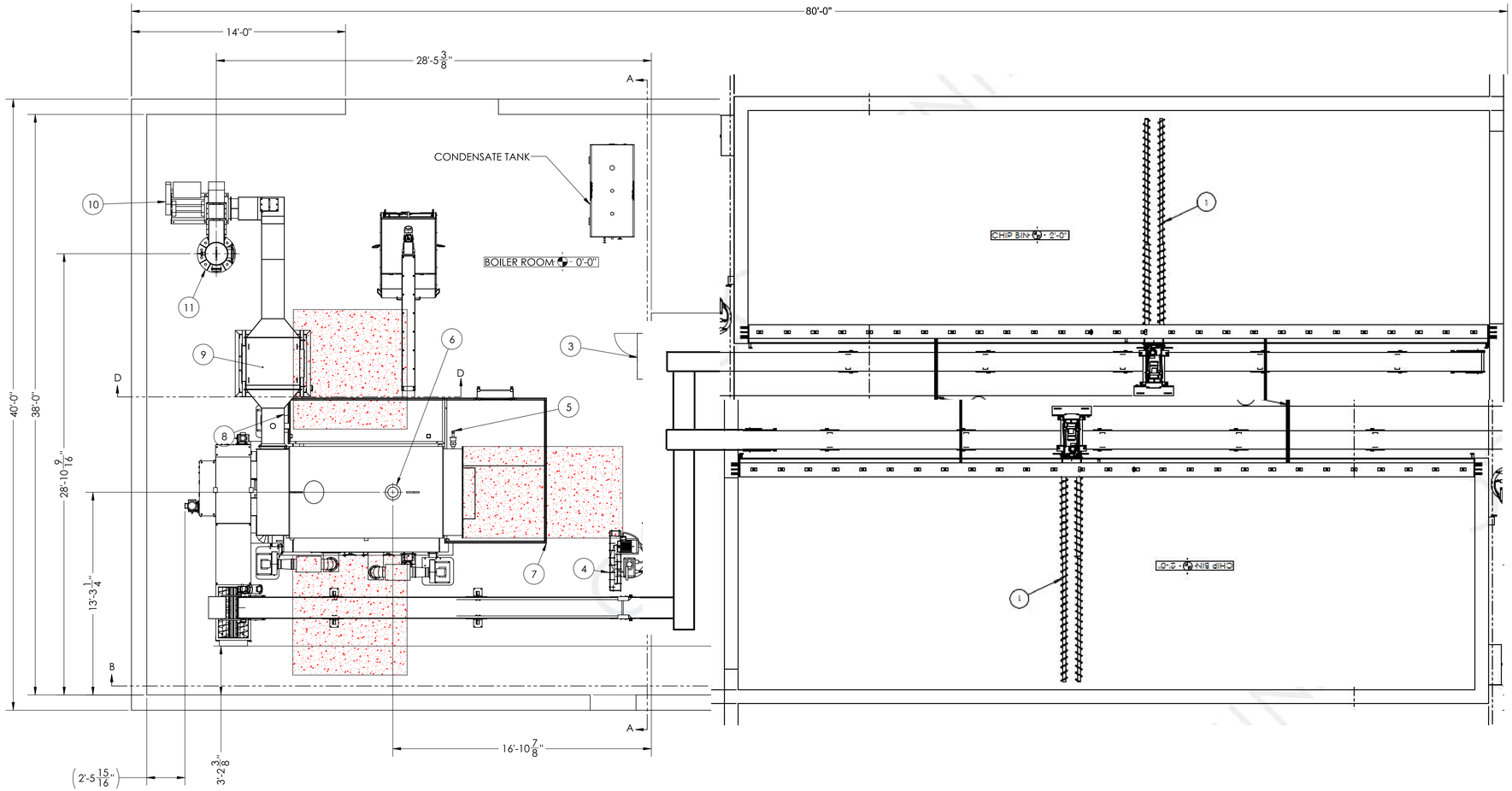


DRAFT CONCEPT

NSCF BIO-MASS FACILITY

08/13/26

SCOTT + PARTNERS
ARCHITECHTURE
7 CARMICHAEL ST. ESSEX JUNCTION, VT 05452
P: 802.879.5153
F: 802.872.2764
SCOTTPARTNERS.COM



Messersmith
Manufacturing Inc.
2612 F Road
Bark River, Mi 49807
Office (906) 466-9010
Fax (906) 466-2843

NORTH

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MESSESMITH MANUFACTURING, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF MESSERSMITH MANUFACTURING, INC. IS PROHIBITED.

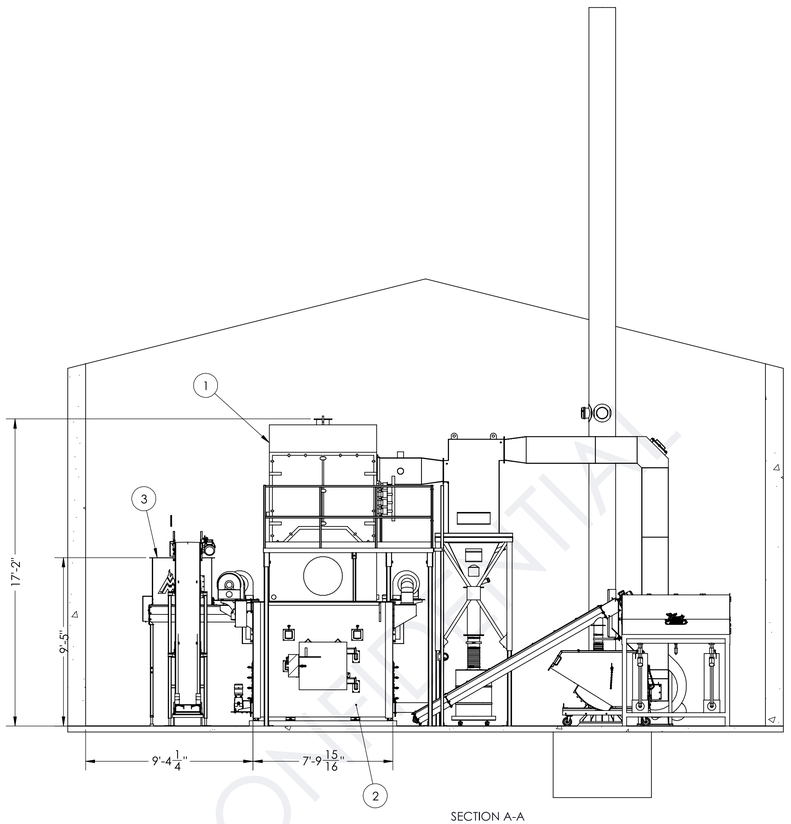
ITEM	DESCRIPTION
1	Travelling Auger
2	Chip Bin Support
3	Control Panel
4	Compressor - By Others
5	∅ 1 1/2" Tube Cleaner
6	8" 150psi Supply Flange
7	Boiler Maintenance Catwalk
8	Breeching
9	Multiclone
10	ID Fan
11	Stack

MAINTENANCE AREA
KEEP CLEAR

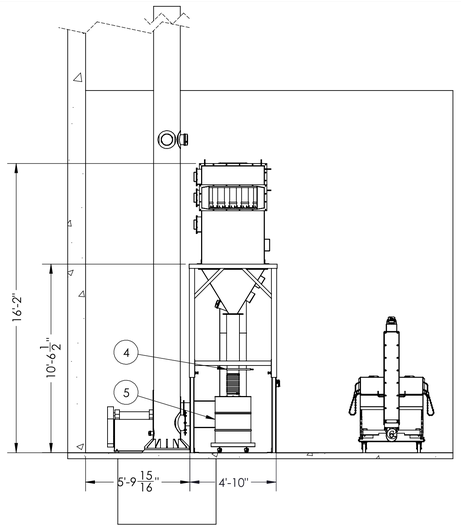
REVISIONS

REV.	DESCRIPTION	DATE	APPROVED
A	Modified multiclone, breeching and stack	7/13/2021	JM/KD

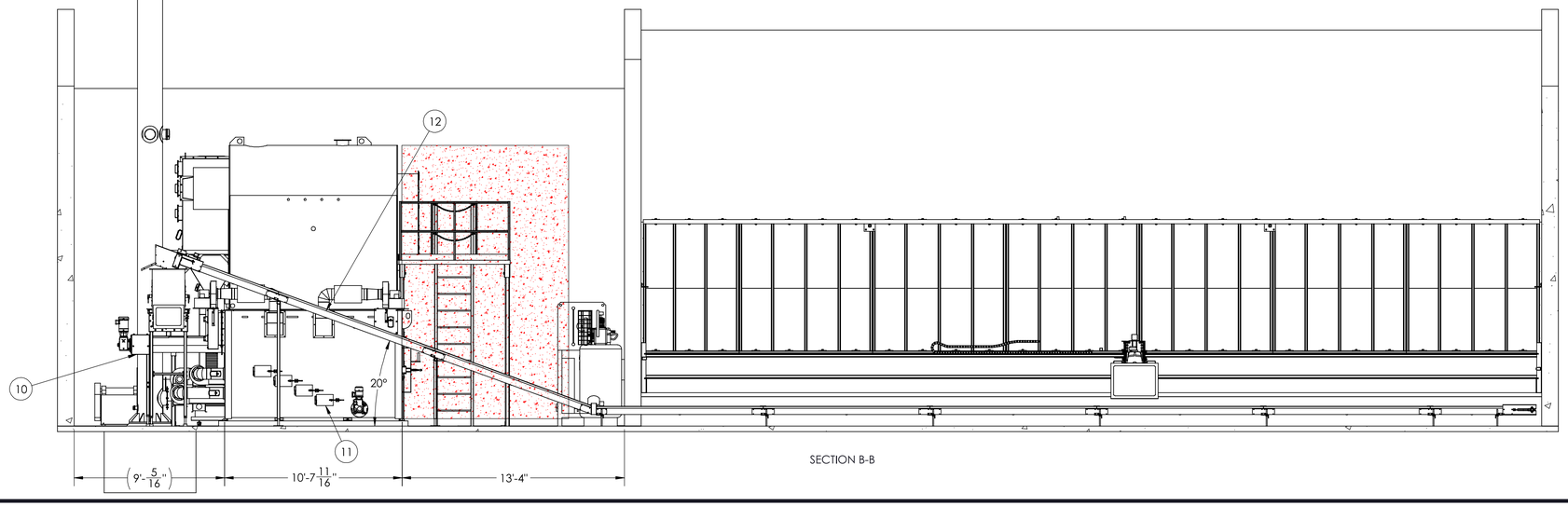
PROJECT PHASE:	Concept
DATE:	11/24/2020
DRAWN BY:	KD
CHECKED BY:	JM
PROJECT NO.	RFP-509
SCALE:	1/4"=1'
REVISION:	A



SECTION A-A



SECTION D-D



SECTION B-B

Messersmith
Manufacturing Inc.
2612 F Road
Bark River, Mi 49807
Office (906) 466-9010
Fax (906) 466-2843

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ITEM	DESCRIPTION
1	FB 1325 (200bhp) 3-pass boiler
2	Messersmith Combustion Base
3	Metering Bin
4	Fly Ash Valve
5	Fly Ash Barrel
6	Bin Wall Beam
7	Chip Bin Wall
8	Bin Wall Stabilizer
9	3" x 3" x 1/4" Angle Iron Embedded - by others
10	Stoker Auger
11	Undergrate Ash Cleanout
12	Conveyor with Incline and Spout

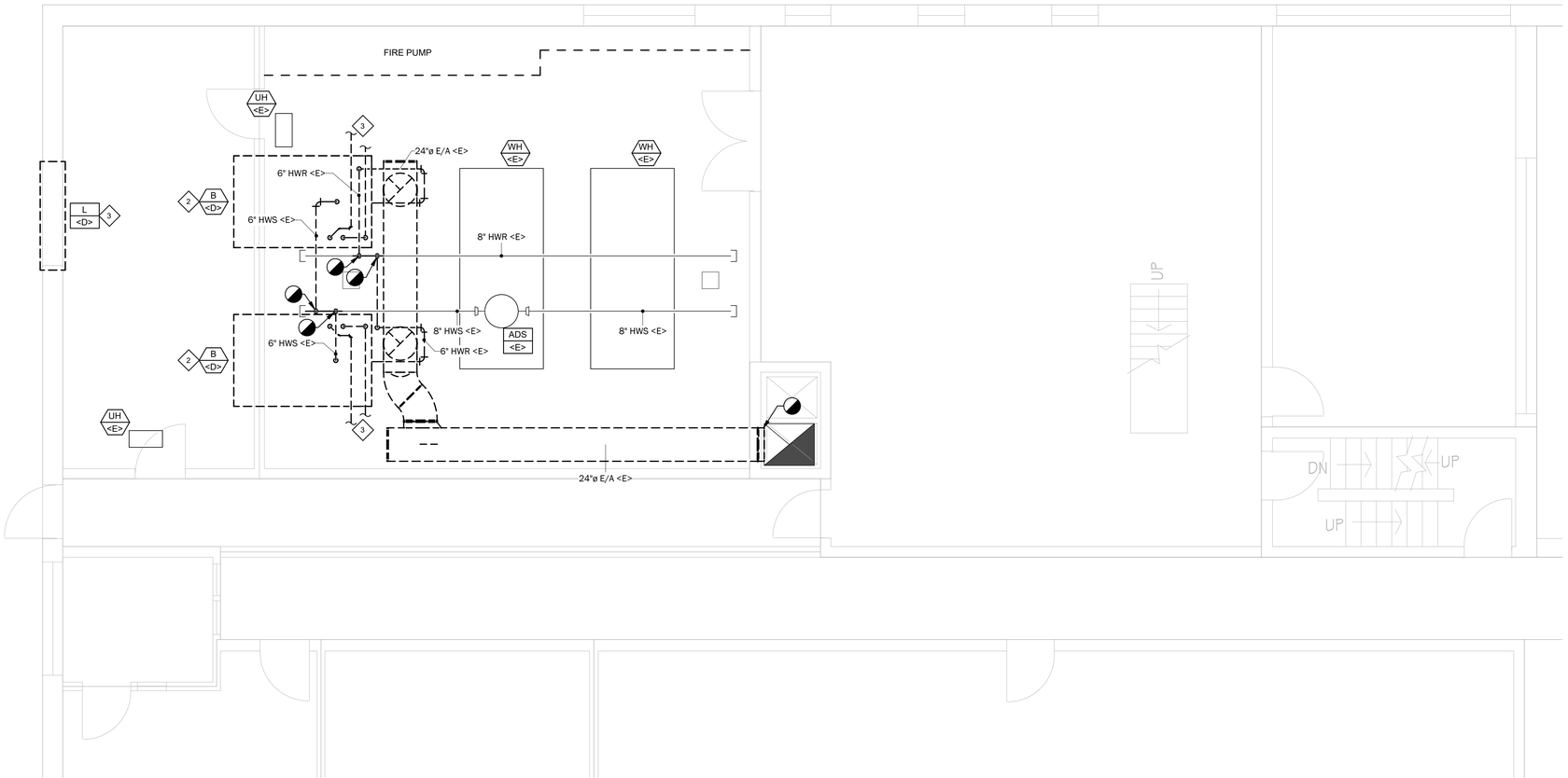
MAINTENANCE AREA
KEEP CLEAR

PROJECT PHASE:	Concept
DATE:	11/24/2020
DRAWN BY:	KD
CHECKED BY:	JM
PROJECT NO.	RFP-509
SCALE:	1/4"=1'
REVISION:	A

2

MECHANICAL DEMOLITION KEYNOTES

2	COMPLETELY REMOVE EXISTING CORD WOOD BOILER AND ALL ASSOCIATED PIPING AND DUCTWORK.
3	COMPLETELY REMOVE EXISTING PRESSURE RELIEF PIPES. AS-BUILT DRAWINGS SHOW RELIEF PIPES UP THRU ROOF. EXISTING CONDITIONS NOT VERIFIED. CAP AT ROOF AND REPAIR TO MATCH EXISTING.



MECHANICAL DEMOLITION PLAN - FIRST FLOOR

SCALE: 1/4" = 1'-0"

DuBois & King inc.

ENGINEERING • PLANNING • MANAGEMENT • DEVELOPMENT

28 NORTH MAIN ST.
RANDOLPH, VT 05060
TEL: (802) 728-3376
FAX: (802) 783-7101
www.dubois-king.com
OFFICES IN VERMONT, NEW HAMPSHIRE, MAINE & NEW YORK

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NOT FOR CONSTRUCTION PRELIMINARY PLANS

Date

REVISIONS

NUMBER	DATE	REVISION DESCRIPTION	BY

SAMPLE CLIENT NAME

PROJECT NAME:

NSCF HEAT PLANT DESIGN

ADDRESS 1
ADDRESS 2
ADDRESS 3

SHEET TITLE:

MECHANICAL DEMOLITION PLAN - FIRST FLOOR

DRAWN BY: JPD	DATE: Date
CHECKED BY: SVD	PROJECT #: 00000-00
PROJ. ENG.: NAT	D&K PROJECT #: 530724

SHEET NUMBER

MD1.1

SHEET: of

Autodesk Docs://530724 NSCF Heat Plant Design R25/530724 NSCF Heat Plant Design - Mechanical R25.rvt

SECTION 01 35 53.1

SECURITY REQUIREMENTS

DEPARTMENT OF CORRECTIONS

PART 1 - GENERAL REQUIREMENTS

1.1 Related Documents

A. All sections of Division 1.

B. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section. Work shall be coordinated with other trades prior to installation to prevent interference and relocations.

1.2 Security Clearances and Prison Rape Elimination Act (PREA) Compliance

A. The Prime Contractor shall supply the Department of Corrections (DOC) with the required Security Clearance and PREA Compliance forms for all employees who will be on site, including subcontractors.

1. Forms must be submitted a minimum of two (2) weeks prior to access to the site.

2. The Department of Corrections has final determination on who will be permitted access to the site.

3. Forms and instructions for completion of each form are attached to this specification for the Contractor's use.

a. When this information has been sent to the Department of Corrections, notify the BGS Project manager that the forms have been submitted. **DO NOT** send copies of the clearance request forms to the BGS Project Manager.

b. Security Clearance and PREA Compliance processes are completed separately and results for each may be returned to the contractor at different times.

1.3 Security Clearances

A. Forms to be completed and submitted:

1. DOC Waiver for Criminal Record and Background Verification (1 page)
2. Request for Record Check (1 page)

B. Exclusionary Criteria: Felony convictions within the last five (5) years.

1. The Department of Corrections may deny entry to a facility for convictions over 5 years based on individual circumstances, including but not limited to, type of conviction, facility, and project location within a facility.

1.4 PREA Compliance

A. The Department of Corrections has a zero-tolerance policy concerning sexual abuse and is committed to the prevention and elimination of sexual abuse/assault within Vermont facilities through compliance with the Prison Rape Elimination Act (PREA) of 2003. This law applies to all public and private institutions that house adult or juvenile offenders.

B. Forms to be completed and submitted:

1. PREA Compliance Questions for BGS Contractors (1 page)
2. PREA Questionnaire for Prior Confinement Employers (2 pages)
3. PREA Training Acknowledgement (1 page)

1.5 Contractor and Employee Security Precautions

A. The security aspects of working in a correctional facility are critical. The following security precautions are part of the site conditions and are a part of this Contract. All persons coming on the site in any way connected with this work shall be made aware of them, and it is the Contractor's responsibility to check and enforce them.

1. Parked vehicles must have their keys removed and doors locked. Under no circumstances will firearms, drugs, or alcohol be kept in vehicles.

2. No firearms, bows and arrows, etc., are allowed on any persons or in any vehicles. Any weapons found will be confiscated and will not be returned.

3. No alcohol or drugs are allowed on facility grounds (medication exempted by permission only). If drugs or alcohol are found on persons or in vehicles, persons involved will be barred from working at all State correctional facilities for a period of up to one year. Violators will be prosecuted for illegal substances.

4. No tobacco products are allowed within the secure perimeter or within 25 feet of the perimeter fence.

5. Cell phones may be allowed at the discretion of the facility, and only as required to facilitate the work of the Contractor. When permitted as necessary for the work, restrictions on when and where cell phones can be used will be at the discretion of the facility Superintendent.

6. When necessary for employees to enter secure portions of the facility, they may be subject to search.

7. Workers will not engage in conversation or be in proximity with incarcerated individuals, nor do, or agree to do, any personal requests or favors for any incarcerated individual.

8. If an accident occurs on State property, a written report must be submitted to the Security and Operations Supervisor.

B. Equipment, Vehicles, and Tool Management

1. Equipment and vehicles used in execution of the work must be locked and keys removed whenever not in use by the Contractor.

a. Equipment and vehicles will be searched and inventoried when entering and exiting the secure portion of the facility, and should contain only the tools, materials, and/or parts required for the work.

2. Any trailers left on site must be locked each night.

3. All tools must be either in use, locked up, or removed from the site. Any tools found unattended will become the property of the Department of Corrections.

4. Only tools required for the work shall be brought into the secure portion of the facility.

   a. All tools will be inventoried when entering and exiting the secure portion of the facility.

   b. If any tools, or portions of tools such as hacksaw blades, are lost or misplaced, the disappearance shall be brought to the attention of the DOC Construction Officer immediately. The Contractor may not be permitted to leave the secure portion of the facility while/until the lost item is located.

END OF SECTION 01 35 53.1

BGS Contractor Clearance Process

The BGS Project Manager or other BGS employee is responsible for sending all required documentation to the contractor to be filled out as instructed and returned directly to the DOC Central Office Contact listed on the bottom of the BGS Contractor Waiver for Criminal Record and Background Verification form. Required fields on each form are highlighted. Do NOT send completed forms to the BGS Project Manager.

1. **Security Clearance Forms**
    a. BGS Contractor Waiver for Criminal Record and Background Verification
        i. BGS Project Manager/Employee shall complete the top section of the form and send it to the contractor.
        ii. The contractor shall fill out the middle and bottom highlighted sections of the form .
            1. List ALL first and last names ever used.
            2. List ALL states lived in.
        iii. The contractor shall read and sign the **Release** section.
        iv. The contractor's supervisor/manager must sign the **Release** section, verifying the identity of the contractor.
    b. Request for Record Check
        i. The contractor shall complete the top section of the form (demographic information).
            1. **Office** is BGS
2. **PREA Forms**
    a. PREA Compliance Questions for BGS Contractors
        i. The contractor shall complete the Applicant name/date and Section 1: Mandatory Questions.
            1. Select BGS from the drop-down list.
    b. PREA Questionnaire for Prior Confinement Employers
        i. The contractor shall complete and sign **Section 1.**
            1. Working in a confinement setting is defined as being an employee of the facility. It does NOT include working as a contractor for BGS performing work in the facility.
        ii. If the contractor HAS worked in a confinement setting:
            1. The contractor shall complete Section 2.
                a. List ALL confinement settings by name and address.
                b. List dates of employment and Position/Title held.
    c. PREA Training Acknowledgment
        i. The contractor shall read and sign the top signature line in the **Acknowledgement** section.
        ii. The contractor's supervisor/manager must sign the bottom signature line in the **Acknowledgement** section, verifying the identity of the contractor.

VERMONT DEPARTMENT OF CORRECTIONS
BGS CONTRACTOR WAIVER FOR CRIMINAL RECORD AND BACKGROUND VERIFICATION

---- BGS to fill-in this section before giving the form to the contractor ----

Project:	**Facility:**
BGS Project Manager:	**e-mail:**

Submission Instructions: Completed form and a copy of a **current government issued photo ID** shall be **submitted directly to Michael Koehler** at the address below. If this form is not filled out entirely the record check will not be done. Contractors MUST e-mail the BGS project manager separately with **only** the names being submitted to DOC before the record check will be done. Do **NOT** send clearance forms to BGS.

Company Name: _____

Applicant Name: _____

Other *FIRST* names I have used (i.e. Nicknames, Aliases): _____

Other *LAST* names I have used (i.e. Nicknames, Aliases): _____

Last Four Social Security Number: _____ **Date of Birth:** _____

Place of Birth: _____
City/Town **State** **Country**

Current Residence: _____
 # and Street **City/Town** **State** **Zip Code**

Previous State(s) Lived in: _____
State(s)

RELEASE

I, _____, hereby acknowledge and authorize the Vermont Department of Corrections to conduct a check of any criminal record of convictions which may be maintained by the Vermont Criminal Information Center and the FBI. I understand that the results of that check will be made available to the Department of Corrections for use in reviewing my suitability for working within a Department of Corrections facility. I further understand that I have the right to appeal the results of the criminal record check to the Vermont Criminal Information Center, Department of Public Safety, 45 State Drive, Waterbury, Vermont 05671-1300.

_____ _____
Signature of Applicant Date

_____ _____
Identity Verified by Contractor Date

e-mail completed form to: michael.koehler@vermont.gov

REV 04/09/2026

Vermont Department of Corrections
Request for Record Check

Date: _____ Office: _____ Requestor: _____

Re: Name: _____ Sex: _____ Race: _____
First Middle Last

Alias: _____ _____ _____ _____ _____ _____
First Middle Last Weight Height Eyes Hair

D.O.B.: _____ P.O.B.: _____

Purpose of Check: ❑ PSI ❑ File Update ❑ Other (Specify): _____

RECORD CHECKS NEEDED: (Adult Only)

❑ Vt. Convictions
❑ Out of State Convictions (List State)

_____
_____
_____
_____
_____
_____

❑ NCIC/VT Wanted
❑ Motor Vehicles (Specify State)

_____
_____
_____

❑ III (Interstate Identification Index)

❑ FBI

If checked, please respond to the following if known:

SS #: _____

Date of most recent fingerprint:

_____

Scars, tattoos: _____

_____

RECORD CHECKS PROCESSED:

Vt. Convictions
❑ No Record
❑ See Attached

NCIC Wanted:
❑ No Record
❑ See Attached

Vt. Wanted:
❑ No Record
❑ See Attached

Out of State Convictions:

_____ ❑ No Record ❑ See Attached

_____ ❑ No Record ❑ See Attached

_____ ❑ No Record ❑ See Attached

_____ ❑ No Record ❑ See Attached

Motor Vehicles:

_____ ❑ No Record ❑ See Attached

III

_____ ❑ No Record ❑ See Attached

FBI:
❑ No Record
❑ See Attached

_____ _____
Signature Date

DC 62.0 11/94 V.C.I.

Distribution: White & Yellow – Central Office
Pink – Requesters Copy

§115.17 and 115.32, PREA COMPLAINCE FOR NON-DOC STATE EMPLOYEES AND CONTRACTORS

APPLICANT NAME:	**Contract/Work Being Provided:**
DATE:	Please Choose from the List

Section 1. Mandatory Questions: Before Hiring

Question: The Hiring Manager will ask the employee/contractor	YES or NO	Comments
Have you engaged in sexual abuse in a prison, lock-up, community confinement facility, juvenile facility, or other institution?	Select One	
Have you been convicted of engaging in or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?	Select One	
Have you ever been civilly or administratively adjudicated to have engaged in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?	Select One	
Have you been employed by a prison, lock-up, community confinement facility, juvenile facility, or other institution?	Select One	If yes, where?
Has the candidate engaged in any incidents of sexual harassment?	Select One	
If the candidate been employed by a prison, lock-up, community confinement facility, juvenile facility, or other confinement setting, has the hiring manager contacted prior employers to verify if there were any known substantiated allegations of sexual abuse.	No	If yes, where? List institutions:

Section 2. Mandatory Background Check: Before Entry

Question	Response	Comments
Has the criminal background check been completed	Select One	Date of clearance:

Section 3. Mandatory Training: Before Entry

Has the required 115.31 Acknowledgment Form Been completed and signed by manager	Select One	Date of Training:

DOC Staff Member reviewing form and authorizing entry to worksite

Print Name:_____ **Date:** _____

Signature: _____**Job Title:** _____

PREA Questionnaire for Prior Confinement Employers

Pursuant to the Prison Rape Elimination Act 28 C.F.R. Part 115 (PREA) before hiring any employee who may have contact with any individual incarcerated or detained, the Vermont Department of Corrections must contact all prior confinement setting employers and request certain sexual abuse related employment information. **Applicants, employees, contractors, etc., please respond to the following questions:**

Section I:

Full Name: Date of Birth:

Aliases/Maiden Name(s):

Have you previously worked in a prior confinement setting? ◯ Yes ◯ No

**Confinement Settings* include any juvenile or adult prison or jail, locking mental health and/or treatment facility in which you reported to as your assigned work location and/or received direct payment from. This applies to locations in which individuals do not have free access to leave or report sexual abuse. If the location was a temporary assigned site in which you conducted work, it should not be included.

Signature:

Section II: (Complete ONLY if answered 'YES' to having worked in a confinement setting)

Please identify all **confinement worksite name(s), location(s),** and **position(s)** held in prior/current employment.

Confinement Setting Name	Town/City, State	Dates Employed	Position/Title

Section III: PRIOR CONFINEMENT AGENCY ONLY

It should be noted that PREA further requires a past or present confinement setting employer to provide this information upon request by another confinement setting employer. The named individual on this form indicated they were employed by you. Please respond to the following questions:

Pease identify all substantiated allegations of **sexual abuse** while in your employ. For each substantiated allegation identified, please provide the date of the incident, the nature of the allegation, the findings of any investigation conducted, and any disciplinary action taken.

Date of Incident	Nature of Allegation	Investigation Findings	Disciplinary Action Taken	Resigned During Investigation	Nothing to Report
					○
					○
					○

Section III: PRIOR CONFINEMENT AGENCY ONLY

It should be noted that PREA further requires a past or present confinement setting employer to provide this information upon request by another confinement setting employer. The named individual on this form indicated they were employed by you. Please respond to the following questions:

Pease identify all substantiated allegations of **sexual harassment** while in your employ. For each substantiated allegation identified, please provide the date of the incident, the nature of the allegation, the findings of any investigation conducted, and any disciplinary action taken.

Date of Incident	Nature of Allegation	Investigation Findings	Disciplinary Action Taken	Resigned During Investigation	Nothing to Report
					○
					○
					○

Section IV: PRIOR CONFINEMENT AGENCY ONLY

Full Name: Title:

Signature:

Vermont Department of Corrections
115.31 PREA Training Acknowledgement

POLICY STATEMENT

Vermont DOC has a zero-tolerance policy concerning sexual abuse and is committed to the prevention and elimination of sexual abuse/assault within our facilities through compliance with the Prison Rape Elimination Act (PREA) of 2003. Violations of this policy may result in disciplinary sanctions and/or criminal prosecution as authorities deem appropriate. Violations of this policy which may be a criminal matter will be referred to the appropriate authorities.

DEFINITIONS

Sexual Abuse - The use of debt, threats of physical harm, peer pressure, deceit, personal favors, or positional authority to force or cajole sexual favors from a person, including inmate-on-inmate or staff-on-inmate abusive sexual contacts, nonconsensual sexual acts, or sexual harassment.

Abusive Sexual Contacts- Intentional non-penetrative touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of another person, excluding contact incidental to a physical altercation. *Note- Staff- on-Inmate incidents include attempt, threat or request.

Nonconsensual Sexual Acts- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight; contact between the mouth and the penis, vulva, or anus; penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument. *Note- Staff- on-Inmate incidents include attempt, threat or request.

Sexual Harassment - Repeated and unwelcome sexual advances, requests for sexual favors, verbal comments, gestures, or actions of a derogatory or offensive sexual nature. *Note- Staff-on-Inmate incidents include demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Staff-on-inmate Indecent Exposure- The display by a staff member of their uncovered genitalia, buttocks, or breast in the presence of an inmate.

Staff-on-Inmate Voyeurism- An invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using the toilet in their cell to perform bodily functions; requiring an inmate to expose their buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

PROHIBITIONS

Under department policies, inmates in our facilities cannot consent to sexual activity of any kind regardless of their age. Therefore, it is a criminal offense for any employee, contractor or volunteer to engage in any form of sexual activity with inmates in Vermont correctional facilities. Department policy prohibits opposite gender viewing when breasts, buttocks or genitalia would normally be exposed (shower/hygiene time, performing bodily functions, changing cloths).

REPORTING REQUIREMENTS

All department employees, contractors and volunteers are required to report knowledge of any alleged, threatened or actual violations of this policy to their supervisor, or any on-duty employee above them in the chain of command. They also have the ability to privately report abuse and sexual harassment of residents. Failure to report may result in appropriate administrative, criminal or disciplinary sanctions.

ACKNOWLEDGEMENT

My signature acknowledges that I have received a copy of department directive 409.09, *PREA (Prison Rape Elimination Act) & Staff Sexual Misconduct-Facilities* and have received training on the above information. I agree to comply with the provisions of 409.09, *PREA (Prison Rape Elimination Act) & Staff Sexual Misconduct-Facilities*

Staff/Volunteer Name:	Signature:	Date:
Staff Witness/Trainer:	Signature:	Date:

What do I do? If you know or suspect that sexual behavior has occurred, either staff-on-inmate or inmate-on-inmate, you must notify a supervisor, designee, or manager immediately.

YOU HAVE AN OBLIGATION TO REPORT SEXUAL ABUSE; FAILURE TO DO SO IS A WORK RULE VIOLATION.

The DOC PREA Office may be reached directly at 802-793-4586 or 802-734-1823

Recognizing Symptoms

People respond to sexual pressure and trauma in a variety of ways, such as:

- Change in sleeping habits
- Hanging out by themselves instead of with others
- Change in eating habits
- Change in who they hang out with
- Asking to be moved to another cell
- Change in physical appearance
- Asking for a different caseworker or probation officer

Victim Safety is Important!

- Separate involved inmates
- Place the victim in a safe & secure location
- Refer to medical/mental health
- Refer to Victim Services
- Document the incident
- Refer to the Vermont State Police

Frequently Asked Questions

Q. What if an inmate/offender willingly participates in sex with staff?

A. No matter who initiates the contact or how "consensual" the relationship is, when you have a relationship with an inmate/offender it is an abuse of power by staff.

Q. What if an inmate/offender propositions a staff member? Is this staff sexual misconduct?

A. No. If an inmate/offender propositions you, you should report it immediately, so it can be handled through the disciplinary process. Acting on the proposition is misconduct.

Q. Are there inmates/offenders who "ask for it" or "deserve" to be sexually abused?

A. No! All sexual contact is against the rules. Being sexually assaulted to "teach them a lesson" is not part of any inmate/offender's sentence.

Q. What if I hold an inmate/offender accountable and they accuse me of sexual misconduct as retaliation?

A. False allegations can occur in this line of work. The Department fully supports a thorough investigative process to protect inmates from being victimized and staff from false allegations.

Rev. 05/13

Vermont Department of Corrections

SEXUAL ABUSE AWARENESS

A guide for facility and field staff, contractors, and volunteers

Know Your Responsibilities

This brochure was prepared by the Prison Rape Elimination Act Office of the VTDOC.

The Vermont Department of Corrections is committed to the prevention of sexual abuse, and the promotion of safety and security for all inmates/offenders and staff. Staff includes, but is not limited to, teachers, medical providers, caseworkers, law enforcement officers, correctional officers, maintenance staff, and volunteers.

WHAT IS IT?

Sexual abuse in facilities or in the field is any behavior used to pressure another to participate in relationships and/or sexual activities, including the use of threats, intimidation, and touch. This includes staff pressuring inmates in facilities or offenders under supervision, or inmates pressuring other inmates. Sexual abuse compromises the safety and security of our work sites.

Staff Sexual Misconduct

is any behavior of a sexual nature by staff directed toward an inmate/offender that is prohibited by federal law, state statute (*13 VSA 3257*), Agency of Human Services policies, Department work rules or policies. This includes, but is not limited to, propositions, undue attention, inappropriate touching, indecent exposure, voyeurism, and sex.

Some examples of misconduct:

- A medical provider offers to bring in contraband in exchange for sex
- A volunteer tells an inmate/offender that they are the only reason they volunteer
- A caseworker says "good game" and slaps your buttocks
- A mental health provider shows nude photographs of themselves
- A teacher looks at pornographic materials during class

Sexual misconduct is a violation of the professional boundaries between staff and inmates/offenders. When these boundaries are violated, there is a confusion of roles, putting inmates/offenders and you into potentially dangerous situations.

A wide range of behaviors are inappropriate and boundary violations for staff to engage in. Some are **against the DOC staff work rules and policies and some may be against the law**. Even though this brochure is intended to address sexual abuse between staff and inmate/offenders, abuse also includes behaviors between staff that encourage a sexualized environment.

Some examples of these include:

- Sharing sexual jokes
- Disclosing details about your personal relationships
- Offering to pay an inmate/offender to pose for photographs
- Sending love letters to an inmate/offender
- Discussing sexual preferences
- Repeated use of profanity and/or derogatory comments
- Providing special favors for inmate/offenders
- Non-work related calls, texts, emails or social networking with inmates/offenders

ANYONE INTENTIONALLY PROVIDING A FALSE STATEMENT OF SEXUAL ABUSE MAY BE CHARGED CRIMINALLY

No one can predict when connections will occur between two people. If you think that you are at risk of crossing boundaries, talk to your supervisor immediately. Crossing boundaries by becoming involved with an inmate/offender is unprofessional, unacceptable, and against the law.

If you need to talk with someone, please contact the free Employee Assistance Program toll-free at 1-888-834-2380 or www.vtstate.investeap.org.
Web password: vteap

SEXUAL ACTIVITY BETWEEN INMATES IS NEVER CONSENSUAL

Inmate sexual abuse is when an inmate(s) is involved in or attempt a sexual act with another inmate. Sexual abuse is against facility rules and regulations, and the perpetrator should be held accountable through the disciplinary process. Some sexual abuse by an inmate may be a crime and will be referred to the VT State Police.

While there are some behaviors that are against the law, wide ranges of behaviors are inappropriate and are **against facility rules**.

Some examples of these include:

- 2 inmates lying in bed together
- Performing oral sex on another inmate in exchange for tobacco
- Engaging in sex as payment for borrowed commissary
- Masturbating uncovered, for someone to see
- Showering under the same shower head with another inmate
- Forcing another inmate to dress or alter their appearance in a certain way