

Vermont Agency of Commerce and Community Development
Department of Housing and Community Development
Division for Historic Preservation
1 National Life Dr, Deane C. Davis Bldg., 6th Floor
Montpelier, VT 05620-0501

Request for Proposal (RFP)

STATEWIDE ELECTRICAL SERVICES at VERMONT HISTORIC SITES

Key RFP Events	Date & Time
Issue Date:	June 11, 2026
Bidder's Conference:	NA
Questions Due:	June 18, 2026, by 4:30 pm
Proposals Due:	June 30, 2026, by 4:30 pm

Please be advised all notifications, releases, addenda associated with this RFP will be posted at the following website referencing the same RFP title:

<https://accd.vermont.gov/about-us/bidding-opportunities>

The State will not notify interested parties with updated information. It is the bidder's responsibility to periodically check the web site above for all notifications, releases and addenda pertaining to this RFP.

Contact: Michele Snyder
Email: ACCD.Contracts@vermont.gov



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1. OVERVIEW:

The Vermont Department of Housing and Community Development, Division for Historic Preservation (hereinafter the “State”) seeks statewide electrical services at its Historic Sites

- 1.1 Contract Period.** Contracts arising from this RFP will be for a base period of two years, with the option to renew for three one-year extensions. The anticipated start date will be June 1, 2026.
- 1.2 Point of Contact.** All communications concerning this RFP are to be addressed in writing to the contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State of Vermont concerning this RFP is strictly prohibited and may result in disqualification.
- 1.3 Bidders’ Conference.** A bidder’s conference is not scheduled for this RFP.
- 1.4 Question & Answer Period.** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must email specific questions in writing to the point of contact by the question deadline, both of which may be found on the cover 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 and answers will be disseminated as an addendum to the RFP and posted on the web address indicated on the cover page. Every effort will be made to respond and distribute this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.5 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 <https://accd.vermont.gov/about-us/bidding-opportunities> . Verbal instructions or written instructions from any other source are not to be considered.
- 1.6 Assistance.** If a bidder requires assistance in preparing their proposal, registering with SAM.gov, or needs guidance on socioeconomic certifications, the bidder may contact the Agency of Commerce & Community Development (ACCD), Department of Economic Development (DED), APEX Accelerator. The Vermont APEX Accelerator (formerly the Procurement Technical Assistance Center (PTAC)) specializes in helping small businesses navigate the documentation associated with State and Federal procurement. There is no cost to the Contractor for assistance provided by APEX Accelerator. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>.

2. SCOPE OF WORK:

- 2.1** Vendor will provide electrical services for ongoing projects, emergency repairs, and/or on an as-needed basis on historic and non-historic buildings owned and operated by the State Historic Sites program.
- 2.2** Vendor will be licensed to perform electrical work in Vermont. A licensed Journeyman may be utilized under the supervision and/or inspection of a Master Electrician.
- 2.3** Vendor will endeavor to preserve the aesthetics of the historical buildings and exercise caution to minimize damage and limit number and size of visible openings.
- 2.4** Vendor will provide all labor, materials, and equipment necessary to satisfactorily complete electrical services, including but are not limited to:

- 2.4.1** Electrical installation, service, and repairs;
- 2.4.2** Upgrading amperage;
- 2.4.3** Upgrading wiring, circuits, breakers, switches, outlets, service panels, etc., to code.
- 2.5** Vendor will procure and maintain professional liability insurance for services described herein, with minimum coverage as required by the Agency of Administration but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
- 2.6** Vendor's typical working hours will range between 6:00 AM and 5:00 PM, Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekends, or on Federally observed holidays. The typical working hours may vary by the type of facility or the operational needs of the site where work is being performed and, if typical work hours will vary from the above, such hours will be established by the State at the beginning of each project.
- 2.7** Vendor will notify the State of any maintenance related issues that are discovered while performing work.
- 2.8** Vendor will comply with security procedures required in some State buildings.
- 2.9** Vendor will secure and pay for any permits and inspections required by the authorities having jurisdiction, or for warranty purposes. Vendor will ensure that any inspections are made by the appropriate State or local authority having jurisdiction, or manufacturer from which the warranty will be issued.
- 2.10** Subcontractors, if required, shall be approved in writing by the State prior to performing work as part of the contract.
- 2.11** Vendor will provide adequate supervision of their employees and subcontractors to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.
- 2.12** Vendor will communicate with the State's point of contact at a minimum of weekly, to discuss project status, including any problems, ideas, or concerns related to the project work.
- 2.13** Vendor will furnish all supervision, labor, transportation, materials, tools and equipment necessary to satisfactorily complete the service in a manner consistent with the Project Manager's plan and schedule. Vendor's equipment shall be of the size and type appropriate for completing the various types of work described in this RFP. Vendor will ensure that any equipment considered by the State to be improper or inadequate for this purpose is removed from the site and replaced with satisfactory equipment.
- 2.14** All electrical work performed shall be completed in accordance with local, state, and national codes and standards, and other recognized industry standards associated with the work.
- 2.15** The vendor will guaranty that all materials shall be of the best quality, that all work shall be done in a professional 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 completely operational.
- 2.16** Vendor will ensure that all supplies, equipment and machines will be kept free of traffic lanes or other areas that may be hazardous. Vendor will further ensure that all dirt and debris resulting from the work under this contract will be disposed of at the end of each day or at the completion of work in each building.

- 2.17** Vendor will, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by the Vendor, its officers, employees, agents, contractors, subcontractors and invitees. Vendor acknowledges that the determination of the need for, and extent of, any repair work shall be made at the sole discretion of the State.
- 2.18** The resulting Contract from this RFP shall be for a period of two (2) years with an option to renew for an additional three (3) twelve (12) month periods. If renewed, on each anniversary of the Contract Start Date, the hourly rates shall be increased by the unadjusted percentage change for the twelve (12) months prior, from the Consumer Price Index (CPI) reporting data. Should the percentage change be negative, the State reserves the right to adjust the yearly contract amount accordingly.

3. GENERAL REQUIREMENTS:

- 3.1. 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.
- 3.1.1** Prices and/or rates shall remain firm for the base term of the contract. The pricing policy submitted by bidder must be clearly structured, accountable, and auditable; and cover the full spectrum of materials and/or services required.
- 3.1.2** Cooperative Agreements: Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
- 3.1.3** Cost Estimate Worksheet: Bidders shall submit their pricing information in the Price Schedule attached to the RFP. While material markup bidding is solicited and is one of the criteria upon which proposals are evaluated, the State will not consider material markups in excess of 10%.
- 3.2 Statement of Rights.** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. 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.
- 3.2.1 Best and Final Offer (BAFO):** At any time after submission of Responses and prior to the final selection of bidder(s) for Contract negotiation or execution, the State may invite bidder(s) that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process to provide a BAFO.
- 3.2.2 Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be

responsible for all costs associated with providing the presentation.

3.3 Conflicts of Interest.

3.3.1 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.

3.3.2 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.

3.3.3 Conflict of Interest 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:

3.3.3.1 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.

3.3.3.2 Disclose in the cover letter of 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.

3.3.4 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.

3.4 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.

3.4.1 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.

3.4.2 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 not required to be submitted with the bid response.**

- 3.5 Executive Order 05-16: Climate Change Considerations in State Procurements.** For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

- 3.6 Method of Award.** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be 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.

- 3.6.1 Evaluation Criteria.** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

Criteria	% Consideration
Rates	40%
Experience	30%
References	30%

- 3.7 Contract Negotiation.** Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.

- 3.8 Cost of Preparation.** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

3.9 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. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.

3.9.1 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 <https://secretaryofstate.com/vermont> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

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

3.9.3 Payment Terms. 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.

3.9.4 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.

4. 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 RFP.

4.1. 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, and so marked. 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.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. Cover Letter. Provide a cover letter, on company letterhead, to introduce the bidder, and provide a brief description of the business, its service offerings, specialties and longevity in the industry. In addition, the cover letter should briefly highlight key attributes ideally suited for the services sought in the RFP that will be explored further in the technical response

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

4.5.2. Bidder's Terms and Conditions. If the bidder's proposal would require the State to agree to terms and conditions in any additional agreement – whether through formal execution or “click-through” on-line -- with the bidder or a third party in the nature of or related to a subscription, licensing, privacy, user, service level, or for any other purpose, the bidder must include and specifically describe the nature and purpose of any such agreement. Omission of any such agreement requirement will disqualify the bidder's proposal.

4.6. Cover Letter.

4.6.1. Confidentiality: To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).

4.6.2. The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under the State's Public Records Act, 1 V.S.A. § 315 et seq., the bidder shall submit a cover letter that clearly identifies each page or section of the response that it believes is proprietary and confidential. The bidder shall also provide in their cover letter a written explanation for each marked section explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, the bidder must include a redacted copy of its response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

4.6.3. Exceptions to Contract Terms and Conditions: Samples of the State's Standard Contract Form and Applicable Attachments are provided for the bidder's reference. If the bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

4.7. Background & Experience. Provide a succinct description of:

4.7.1. Business organization, company size and resources

4.7.2. Experience relevant to the proposed project and list all current or past State projects.

4.8. References. Please use the "Price Schedule" (attached) to provide the Company name, address, point of contact and phone numbers of three companies with whom you have transacted similar business in the last 12 months. Please provide the point of contact who can talk knowledgeably about performance. Written references may be attached to the bid submission.

4.9. Certificate of Compliance. This form must be completed and submitted as part of the response for the proposal to be considered valid.

4.10. Price Schedule. Bidders shall submit their cost proposal information in the "Price Schedule" attached to the RFP. While material markup bidding is solicited and is one of the criteria upon which proposals are evaluated, the State will not consider material markups in excess of 10%.

5. BID PROPOSALS:

5.1 Submission Format. Submit all bid proposals electronically. No hard copies or faxes will be accepted.

(During the pendency of the State emergency relating to Covid-19, State office buildings are locked or otherwise closed to the public. Therefore, bids will not be received by means of courier or in-person delivery.)

5.1.1 Bids must be submitted in PDF File Format

5.1.2 Bidders must submit bids via email to ACCD.Contracts@vermont.gov

5.1.3 The email subject line must read "<<Vendor Name>>-HP Electrical"

5.1.4 The email must be received by the closing date and time found on the cover of this RFP.

5.1.5 The bid document must be a single digitally searchable PDF with the following naming convention "<<Vendor Name>>-HP Electrical" . The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

5.2 Closing Date. Bids must be received by the proposal due date, time and location specified on the front page of this RFP. Bidders are cautioned to initiate mailing in sufficient time to insure receipt by the due date. Courier and hand delivered bids must be delivered to a

representative of the issuing State Agency or Department identified on the cover of this RFP. Late submissions will be returned to the bidder unopened.

5.3 Public Bid Opening. In accordance with the State of Vermont's health and safety measures employed to mitigate the spread of COVID-19, a public (in-person) bid opening will not be held. The State will post results on the same web site as this RFP and identified on the cover page. Results will list the bidders from whom proposals were received timely and their respective city and state. Bid results are public record but only available for disclosure upon contract execution.

Certain circumstances may force the State to change the bid opening (bid due date and time) late in the process and/or close to the due date and recommends bidders frequently check the website where the RFP was posted for updates which are released and issued as an addendum to the RFP. If weather is of concern, please call the point of contact to inquire if a change in due date has been issued.

6. ATTACHMENTS:

6.1 Certificate of Compliance Form *(Required with Bid Submission)*

6.2 Price Schedule *(Required with Bid Submission)*

6.3 Sample State of Vermont Contract Document

State of Vermont Standard Contract for Services

Attachment A – Scope of Work

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts & Grants

Attachment D – General Conditions for Construction Contracts

The sample contract document is provided to afford the bidder awareness and understanding of the State's contract format, terms, conditions and standard provisions required of the awarded bidder. Be advised, some of the terms, conditions and provisions may impact the bidder's proposal. For example (though not exclusively), "Attachment C – Standard State Contract Provisions for Contracts & Grants" outlines the insurance requirements the awarded vendor will need to procure.

CERTIFICATE OF COMPLIANCE
This form must accompany your Bid

For a 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.

1. **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.
2. **Contract Terms.** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including the terms outlined in the sample State of Vermont Standard Contract for Services and associated attachments.
 - 2.1. Bidder agrees to the provisions set forth in Attachment C – Standard State Contract Provisions, and Attachment D – General Conditions for Construction Contracts.
 - 2.2. Bidder (except an individual doing business in his/her own name) agree to register with the Vermont Secretary of State's office
<http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm>
 - 2.3. Bidder agrees to obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.
3. **Addenda.** Please acknowledge receipt of Addenda associated with this RFP by checking its respective box and entering the Addendum date:

Addendum #1:		Dated:	
Addendum #2:		Dated:	
Addendum #3:		Dated:	

4. **Vermont Tax Certificate.** To meet the requirements of Vermont Statute 32 V.S.A. § 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. § 3113

5. ***Bidder Information & Certifying Signature.*** In signing this bid, the bidder certifies under the pains and penalties of perjury that the individual or company is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes owed the State of Vermont. Bidder further certifies the contents of this bid proposal are true and accurate.

Company Name:	_____	Contact:	_____
Address:	_____	Telephone:	_____
City/State/Zip:	_____	Fax:	_____
email:	_____		
Vendor Website:	_____		
Signature:	_____		
Printed Name:	_____	Date:	_____

(End of Certificate of Compliance)

PRICE PROPOSAL*This form must accompany your Bid*

Bidder Name: _____

1. The bidder hereby acknowledges they have read, understand and agree to the terms of this RFP.
2. The bidder hereby acknowledges they have read, understand and if awarded agree to the State's standard contract conditions and requirements; and shall procure the required insurance provisions as set forth.
3. **Bidder's Price Proposal:**
 - 3.1. Price proposal must be valid for a minimum of 30 days.
 - 3.2. Price Proposal: The base contract term is two years. Upon mutual agreement between both parties, the term may be extended for two (2) additional 12-month periods. These rates are inclusive of all fees and expenses including mileage and travel time. Upon contract renewal (extension), on each anniversary of the Contract Start Date, the hourly rates shall be increased by the unadjusted percentage change for the twelve (12) months prior, from the Consumer Price Index (CPI) reporting data. Should the percentage change be negative, the State reserves the right to adjust the yearly contract amount accordingly:
4. **Hourly Rates:**

Job Title	Work Hours Hourly Rate	Emergency Hourly Rate	Holidays Hourly Rate
1. Licensed Electrician	\$ _____	\$ _____	\$ _____
2. Journeyman Electrician	\$ _____	\$ _____	\$ _____
3. Apprentice	\$ _____	\$ _____	\$ _____

5. **Material Mark-up:** Please provide a material mark-up bid below. Please know the State will not consider mark-ups in excess of 10%. The State will not consider mark-ups for work performed by a subcontractor, or a subcontractor's material mark-up in excess of the contractor's.

Contractor Material Mark-up: _____ %

6. **Service Locations by County:** Please check the county you provide services in:

☐	Addison	☐	Lamoille
☐	Bennington	☐	Orange
☐	Caledonia	☐	Orleans
☐	Chittenden	☐	Rutland
☐	Essex	☐	Washington
☐	Franklin	☐	Windham
☐	Grand Isle	☐	Windsor

STANDARD CONTRACT FOR CONSTRUCTION

1. **Parties.** This is a contract for services between the State of Vermont, Agency of Commerce & Community Development, Department of Housing & Community Development, Division for Historic Preservation (hereafter called "State"), and XXX, with principal place of business in XXX, (hereafter 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 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.
4. **Contract Term.** The period of contractor's performance shall begin on XXX, and end on XXX, with a Substantial Completion date of XXX, a Project Completion date of XXX, and a Contract Completion date of XXXX which includes a one-year warranty period.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations) neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office is required.
 - Approval by the Secretary of Administration is ~~not~~ required. **(IS REQUIRED IF OVER \$2,000,000)**
 - Approval by the CIO/Secretary of ADS is not required.
6. **Amendment.** This agreement represents the entire agreement between the parties; No changes, modifications, or amendments to 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.
7. **Cancellation.** Cancellation of this contract shall be done in a manner consistent with Article 14 of Attachment D.
8. **Attachments.** This contract consists of XXX pages including the following attachments which are incorporated herein:
 - ATTACHMENT A: Scope of Work
 - 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: Project Manual Technical Specifications
 - ATTACHMENT F: PLANS
9. **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 D (General Terms and Conditions for Construction Contracts)

- 3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- 4) Attachment E
- 5) Attachment F
- 6) Attachment A
- 7) Attachment B

10. 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.

11. 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.

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.

12. Non-Collusion. The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in significant 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.

13. 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.

14. 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.

- 15. 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.
- 16. 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. The full text of 29 V.S.A. §161 is available at: <https://legislature.vermont.gov/statutes/section/29/005/00161>
- 17. Worker Classification.** State Contracts Compliance Requirements: The Department of Buildings and General Services in accordance with Act 54, Section 3 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.
- 18. 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.
- 19. 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.

20. 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.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

STATE OF VERMONT

BY CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MASTER COPY DISTRIBUTED: _____
Contractor, Accounting, Director, PM, PC, ETC.

PROJECT NAME:
DEPT ID:
FUNNY WORD
FUND SOURCE:
PROJECT #:
BUILDING #:

SAMPLE

ATTACHMENT A – STATEMENT OF WORK

1. **Objective.** The objective of this Agreement is to ##
2. **Key Personnel.** The Contractor's key personnel, namely ## and ## shall perform the scope of work detailed herein. Key personnel substitutions are expressly prohibited unless approved by the State and conveyed in writing through the contract amendment process.
3. **Scope of Work.** The Contractor shall:
 - 3.1.

SAMPLE

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified herein.

1. **Required Documents.** Prior to commencement of work and release of any payments, Contractor shall submit to the State the following documents:
 - 1.1. A current IRS Form W-9 (hand-signed and dated within the last twelve months)
 - 1.2. Certificate of Insurance (COI) consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and Attachment D, Section ##
 - 1.3. Contractor Byrd Anti-Lobbying Certification (12-30-2024)
2. **Payment Terms.** The maximum dollar amount shall not exceed \$\$\$ over the Contract term. The payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.

Contract Year	Annual Amount Not to Exceed
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$

3. **Payment Schedule.** (from BFP Forwarded bid) Contractor shall be paid in accordance with the schedule below, submission of a satisfactory invoice and if applicable, upon satisfactory site inspection by the State's project manager.

(Placeholder for payment schedule, hourly rates, time and material itemization, etc.)

4. **Invoices.** Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - 4.1. All invoices must include the Contract ##### for this contract.
 - 4.2. Invoices shall be submitted to the State electronically to the following email address:

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>.

SAMPLE

Attachment D

**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. 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 stop the Work shall not give rise to any duty on the part of the State to exercise this right for the benefit of the Contractor or any other person or entity, 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 leave 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 at 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, may 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 and handling on the site, labor, installation costs, overhead, profit 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 Order, the amount 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 special 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 OF THE 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 VOSHHA 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 VOSHHA 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 a 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 contract 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 coverage 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 ARCHITECT, 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 valuation;
- (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 inequity 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 nonconforming 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 15 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 CONVEIENCE

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 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.

SAMPLE