

Vermont Agency of Natural Resources
Department of Forests, Parks and Recreation (FPR)
5 Perry Street, Suite 20
Barre, Vermont 05641

Request for Proposals (RFP)
for Planning, Design and Project Management Services
for the Development of Sentinel Rock State Park
on Hinton Hill Road, Westmore, Vermont

Date Issued: Friday, August 20, 2010
Mandatory Site Visit: Thursday, September 2, 2010
Questions Deadline: Tuesday, September 7, 2010
Proposal Deadline: Wednesday, September 15, 2010
Date of Selection By: Friday, October 1, 2010
Primary Contact: Susan Bulmer, Northeast Parks Regional Manager
Send Proposals To: Susan Bulmer, Northeast Parks Regional Manager
Vermont Department of Forests, Parks and Recreation
5 Perry Street, Suite 20
Barre, Vermont 05641
(802) 476-0181

I. INTRODUCTION

The Vermont Department of Forests, Parks & Recreation (FPR) is interested in contracting with a team that is qualified to oversee and supervise three aspects of a project at Sentinel Rock State Park in the Town of Westmore. These aspects may include:

Phase I: Preparing bid documents for the salvage and deconstruction of three buildings/structures (farmhouse, cottage and storage shed) and project management for the removal of the buildings/structures;

Phase II: Developing a site plan and designs for new park facilities; and

Phase III: Preparing construction details and bid documents, obtaining necessary permits, and project management for construction of recreation facilities.

II. BACKGROUND

Sentinel Rock State Park is a popular local spot for picnicking and watching sunsets from the nearby "Rock." Visitors park along the Hinton Hill Road and access the Park property by walking across the field to the Rock. Often times there have been many cars parked alongside of the roadway as there is no parking on the Park property. This has caused some traffic hazards and safety concerns.

Currently there is no known winter recreational use of the Park. Once trails are built, they will be available year round for hiking in the summer/fall and snowshoeing and cross-country skiing in the winter.

Buildings and Facilities

There are three buildings found at the Park: the farmhouse, the guest house (previous chicken coop renovated into a guest house) and the barn/shed structure. The main structure is a story and half wood framed farmhouse with a full stone foundation under the southwesterly portion of the house. There are three to four bedrooms and two full bathrooms - one on each floor. The main entry room along with the kitchen and shed has no crawl space and are supported on a loose laid stone and rubble foundation. The floor joists are just above finish grade. The two car garage has a combination of concrete frost walls and stone foundation with asphalt floor. The house has plaster lath walls and ceilings, but is un-insulated and has electric baseboard heat throughout. The electrical wiring is the old cloth cable in many portions of the house. The house also has three gas heating units. The only water supply is from a spring located northeast of the main house. A second spring closer to the house free flows through a man made swale also located northeast of the garage to sheet drain behind the house. There appears to be no intact septic system.

The isolated barn/shed is an 18' by 24' one-story gambrel-roof structure. The foundation consists of a mortared fieldstone with rubble stone infill. The rear foundation wall has partially collapsed away from the structure.

The guest house is a small gable roofed structure with a footprint of approximately 16' by 24' supported on cement blocks and stones. The building has asphalt shingles over wood shingles, and may have asbestos shingle siding. There is a small kitchen and bath, electric baseboard heat and electricity is supplied from the main house panel. It is also not insulated.

Assessment Summary. In 2004, the DFPR contracted with a building contractor/inspector to do an assessment of the farmhouse at Sentinel Rock for the purposes of converting it into a lodging house for the Northeast Kingdom Conservation Service Corps. At the time, the Vermont Leadership Center was searching for additional space to house summer crews while

they worked on conservation and trails projects in the area. A written report was provided to the DFPR. There is known lead and asbestos in the farmhouse and in the guest house.

After the assessment, it was determined that it would be too costly to renovate the farmhouse to meet all the code requirements for public use as a lodging house. The main house would also need extensive repair to bring it up to code and standards for public use as any other type of facility (i.e., education and nature center, community center).

Goals of the Project

DFPR has determined that all buildings should be demolished and replaced with a small day use area that could include a picnic area, bathrooms, parking, interpretative signage and the loop nature trail.



Farmhouse, 2004



Guest House, 2004



Barn/Storage Shed, 2004

During the 2007/08 Legislative session, DFPR was granted use of the proceeds from the sale of the Cheney House, approximately \$168,000, for the implementation of the Sentinel Rock State Park Long-Range Management Plan. The final Plan is in the process of being accepted and signed.

III. SCOPE OF SERVICES

A. General

1. The purpose of this project is three-fold:
 - a. To explore disposal options, including preparation of estimates and bid documents for the salvage and deconstruction of three buildings/structures (farmhouse, cottage and storage shed) and the project management for the removal of these buildings/structures.
 - b. To develop a site plan and designs for new day use area and park facilities; and
 - c. If feasible, and as an add alternate to the contract prepare construction details and bid documents, obtaining necessary permits, and project management for construction of recreation facilities.
2. The scope of work also includes provisions of Attachment "C" State of Vermont, Customary State Contract Provisions, which is attached to and considered part of this RFP.

3. The scope of work also includes the following conditions related to Professional Liability.
 - a. Professional Liability Insurance: In addition to the insurance provisions stated in section 7 of the Standard State Contract Provisions (Attachment C), Professional Liability Insurance is required. The contractor shall purchase and maintain Architects/Engineers errors and omissions insurance (professional liability coverage) with minimum limits of \$1,000,000/\$2,000,000. If written on a claims made basis the contractor shall provide evidence of extended reporting endorsement if coverage is canceled or replaced.
 - b. This insurance coverage, if written on a claims made basis, shall be maintained in full force and effect for a minimum of three (3) years after final acceptance of project.
4. Ownership of Documents: All drawings, specifications, estimates, and all other documents, including shop drawings and calculations, prepared at any time in connection with the Project, shall, upon payment for services in connection therewith, become the sole property of the Owner, and the Contractor hereby agrees to furnish the Owner three copies of all of such drawings, specifications, estimates, or other documents to enable the Owner to carry out the Project. In the event that any of such drawings, specifications, estimates or documents are used by the owner on construction other than related to the project, it is understood that the Contractor will have no liability or obligation with respect to such use, and the Contractor's name will not be used in connection therewith. The Contractor also hereby agrees that if in the execution of this contract; site plans, building plans or land surveys were developed utilizing computer aided design and drafting systems then the Contractor shall deliver to the owner at no additional cost copies of the CAD site plan, building plans or surveys in digital format suitable for use in the Department of Buildings and General Services CAD system. This CAD system is generally described as AutoCAD. All drawing files are to be submitted in .dwg AutoCAD 2000 format or newer with all items embedded or Xrefs and all photos, no PDFs. All files are to be burned onto a CD. The contractor also hereby agrees that if in the execution of a contract; reports, specifications, estimates or other documents were developed utilizing a personal computer or other computerized device capable of producing a disk record of such documents, then the contractor shall deliver to the owner at no additional cost disk copies of such records. All documents to be compatible with Microsoft Office: Word, Excel, Etc. The disk shall be in a format suitable for use by the Department of Forests, Parks and Recreation.

Specifically, FPR is requesting assistance with the following services:

B. Phase I - Salvage and Deconstruction of Structures/Buildings

1. Meet with FPR staff to confirm approach, deadlines, schedules and lines of communication for the entire project.
2. A survey identifying hazardous materials (lead, asbestos) will be completed by the owner. A plan for removal will be developed if necessary. Removal that must be executed, including all testing and reporting will be coordinated by an independent consultant. It will be the responsibility of the design consultant to coordinate removal activities with other aspects of the work.
3. Review existing plans and other pertinent information. FPR maintains records pertaining to the buildings at Sentinel Rock that should be helpful to the team. The appropriate member of the design team should plan to travel to Barre District Office, Groton Shop and/or Waterbury headquarters to review all necessary files.
4. Conduct site reviews and surveys to confirm information gathered and review all aspects of the project that will affect the outcome and completion of the project.
5. The design team shall obtain, at the expense of the FPR, all necessary tests, borings, soil tests, and other information on present materials required in connection with the project, but only after estimated costs thereof have been submitted and approved in writing by FPR.
6. Prepare estimates and bid documents for the salvage and deconstruction of three buildings/structures (farmhouse, cottage and storage shed) after previous steps. Work with FPR and state procurement processes for state contracting.
7. Provide project management and contractor oversight for the removal of these buildings/structures.
8. Undertake all permitting activities that have not been completed by FPR and that must be completed prior to deconstruction (and possibly construction if Phase III is deemed feasible). FPR will be the "owner" on any and all permits and will be responsible for the required fees. (See section D - Permits for details)

C. Phase II – Park Conceptual Designs (could be a parallel process with Phase I)

1. To hold no more than three (3) meetings with the Project Steering Committee at strategic points in the project's process:
 - a. Introductory meeting to clarify the project's scope and expectations;
 - b. Intermediate meeting to determine (confirm) feasibility;
 - c. Review meeting to comment on conceptual designs (comments received will then be incorporated into the final preliminary design).
2. Develop a series of up to three (3) preliminary conceptual site plans and designs for new day use area and park facilities for Project Steering Committee and public to review (see C. 3. below). The design of the park, and the siting of any facilities/structures and parking shall take into consideration the resources of the park; soils; current use of the park; the impact on the landscape, visual resources, and the character of the site and area; local zoning and the Americans with Disabilities Act. The following park elements will be considered:
 - a. Parking area(s) for approximately 50 cars
 - b. Picnic area with space for a group shelter/structure capable of holding up to 100 people. May need potable water.
 - c. Restroom Facility (preferably flush, but composting may be best alternative)
 - d. Interpretative Kiosks/Signs (structure for, not content of interpretative signage)
 - e. Trail to Sentinel Rock
3. After preliminary conceptual site plans and designs are developed, participate in one public evening meeting in the Westmore community introducing and discussing the project. FPR staff will run the meeting.
4. Based on FPR, Committee and public feedback, prepare final preliminary conceptual site plan and designs.
5. Designs must be in accordance with the Sentinel Rock State Park Long Range Management Plan, the Americans with Disabilities Act design guidelines, and applicable Town, State and Federal regulations, standards or guidelines.

Based on the information received in Phase I and II, FPR will determine whether or not to proceed with Phase III at this time.

D. ADD ALTERNATE - Phase III - Permitting, Final Design, and Construction Bid Package

It is possible, though not guaranteed, that the contract for this phase of the project may be awarded to the design consultant selected for Phases I and II projects via a contract amendment.

1. If determined to be feasible, based on the comments received on the conceptual designs, the design consultant will develop final design plans, including site plans, elevations and construction details. The consultant will identify what permits will be required for this phase.
2. The design consultant will develop construction cost estimates, including how to phase the project based on available funding.
3. The design consultant will prepare bid documents, obtain necessary permits for construction, and provide project management for construction of recreation facilities.
4. If feasible, the designs and construction should make every effort to reuse as much as possible of an existing structure located at Fox Hill Inn property for the group shelter/structure.
5. The designs should also make every effort to use green building techniques that would be realistically possible at this site. As such, the Project Steering Committee will be seeking guidance from green building experts, such as Efficiency Vermont and others.

E. Other Requirements that apply to all Phases:

1. Reimbursable mileage, will apply only when traveling in connection with the project for other than regular trips from the office to the site, and will be paid at the GSA rate (currently \$0.50/mile) as published at the following website:
http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=9646&contentType=GSA_BASIC
2. Communications by electronic method is preferable. Files must be in readable PDF format. FPR can provide an ftp site that will allow transfer and sharing of large electronic files. This should expedite communication, design review and conserve

paper resources. The selected design team will be provided with access information.

3. If review of paper copy is required, design team shall provide three copies. Copies for design team's office use will not be reimbursed.
4. Drawings and specifications will be in **CSI format**.
5. Throughout the entire process maintain a project cost estimate with details commensurate with the phase and scope of design.
6. Advise FPR on changes to estimated construction cost due to changes in design in writing. A written estimate of probable construction cost will be required prior to completion of the final preliminary design.

F. Permits

1. FPR may assist with the continuation of this process to a limited extent as may be necessary; however, the responsibility for all permitting issues resides with the successful design team except as qualified below.
2. FPR will be the owner and applicant and will be responsible for any applicable fees for any and all permits related to this project. Successful design team will be expected to include FPR on any and all conversations related to permits.
3. The successful firm is expected to know the scope of permitting required for a project of this scope, and should summarize them in their proposal.

G. Bid Period Services

1. The contract(s) for deconstruction and construction will be bid through the State of Vermont, Buildings and General Services, Purchasing and Contract Administration (BGS PCA). BGS PCA administers the issuance of bid documents and oversees the bid opening. State front end documents, submittals required by state policy such as, Instructions to Bidders, Bonding Instructions, Bond Forms, W/MBE instructions and reports and Waste Reduction Planning documents are provided by the State of Vermont.
2. Consultant will be responsible for development of all Supplemental General Conditions, all project specifications and detailed bid sheets.

3. Assist FPR and BGS PCA in the bidding process, including:
 - a. Discuss in detail the General Specification and bidding requirements for FPR projects with Purchasing Agent. (FPR will supply Purchase Agent with access to project website for this purpose)
 - b. Deliver one hard copy and an electronic version of the construction documents to BGS PCA.
 - c. Notify potential bidders
 - d. Answer potential bidders' questions
 - e. Schedule and conduct a job showing
 - f. Issue any required addenda in coordination with BGS PCA
 - g. Review bids, investigate bidders and provide supported recommendation for award of contract in cooperation with FPR and BGS PCA.

H. Construction Period Services

1. Consultant will provide construction period services, including:
 - a. Pre-construction conference.
 - b. Submittal review and material inspection.
 - c. Issue field drawings, clarification and explanation as required for the duration of construction.
 - d. Review all required tests, and records.
 - e. Attend and participate in regularly scheduled job meetings.
 - f. Keep and provide minutes and records of meetings, decisions, field drawings etc.
 - g. Review contractor payment requests.
 - h. Coordination of change orders in accordance with State procedures
 - i. Provide all reports required by permits.
2. FPR may, at its option, provide for the employment and payment of a person known as a Clerk of the Works, referred to herein as a "Clerk" who shall be satisfactory upon employment to both the design team and the Owner.

A Clerk shall, for all purposes of this Agreement, be the exclusive employee and authorized and responsible agent solely of the Owner, reporting to the design team. The Clerk shall make continuous and complete on-site inspections of the work performed on the Project, to the extent reasonable under all the circumstances, and as required for the design team to complete the requirements under this Agreement, and as further required by the design team or FPR from time to time. Further, through such on-site observations by the Clerk, the design team shall

endeavor to provide protection for the Owner against defects in the Work, but the furnishing of such Clerk shall not make the design team responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents nor will it release the design team's responsibilities under this agreement. The design team will work with the Clerk of the Works to ensure a high quality end product.

III. TENTATIVE SCHEDULE

- A. September 2010 selection and contracting of design team
- B. October 2010 - estimate costs for salvage/deconstruction
- B. November 2010 completion of salvage/deconstruction bid documents
- C. February 2011 - Bid Process for deconstruction and contract executed
- B. February 2011 completion of review and delivery of conceptual designs and delivery of first opinion of probable cost
- F. April 2011 - Deconstruction start
- G. June 2011 Completion of deconstruction

If determined that Phase III is feasible:

- H. March 2011 - Final Designs and permitting complete
- I. June 2011 - Bid Process for construction of facilities

IV. PAYMENT STRUCTURE

- A. Payments for service will be made on a monthly basis. FPR will initiate payment upon receipt and approval of invoice in accordance with the agreed upon fee schedule.
- B. 10% of invoice amount will be withheld from payment until acceptance of deliverables from the work in that phase, or FPR is satisfied that that phase has been completed as evidenced by completion of tasks and start of work in next phase.

V. PRE-PROPOSAL INFORMATION

A pre-proposal informational meeting will be held on Thursday, September 2, 2010 beginning at 1:00 PM. The meeting will be held at Sentinel Rock State Park located on Hinton Hill Road in the Town of Westmore, Vermont.

VI. PROPOSAL FORMAT

In the interest of reducing paper consumption and waste, bidders are asked that for other than the fee proposal, to send minimal material. Proposals and information on the company must be double sided, on pages no larger than 11"x17". Packets of submitted material shall be bound by ONLY a staple or clip on upper left hand corner of sheet. Preprinted sales material is the exception but as stated below we prefer to reserve paper use for communication of project specific information.

Binders and plastic covers should not be used. Glossy and other hard to recycle material are discouraged. Electronic files are required to facilitate distribution to the selection team and references to information on bidders' website are encouraged.

A. Submittal Requirements

Read all provided materials carefully. Do not submit proposal in a binder.

Provide submittal information for the selection committee's evaluation in strict compliance with the requirements of this RFP and directions below. Submit two (2) separate sealed envelopes as required below.

1. **Submit Project Cost Proposal** in an opaque, sealed envelope labeled "PROJECT COST - Sentinel Rock State Park Project" and the name of design team.
 - a. Please provide a cost proposal consisting of a composite schedule by Phase, by Step and by Task of direct labor hours, direct labor cost per class of labor, overhead rate, and fee for the project based upon the size and scope described. If the use of sub-consultants is proposed, a separate schedule must be provided for each.
 - b. Include a breakdown of the entire fee schedule addressing each proposed step within each phase with a total for each phase as described above. The contract will be written lump sum by Phase. Estimated values for each step by phase will be used for comparative purposes and as a method for DFPR to track contractors performance on the project:
 - c. Provide fully burdened hourly rate sheet for all individuals identified.
 - d. Provide an estimate of reimbursable expenses (Any burden added to reimbursable expenses must also be identified).

5. **Submit Project Proposal and Qualifications** in a separate opaque, sealed envelope labeled "PROJECT PROPOSAL AND QUALIFICATIONS - "Sentinel Rock State Park Project" and the name of design team.
 - a. Responses to this RFP should consist of a technical proposal consisting of:
 - i. A cover letter expressing the firm's interest in working with FPR and Project Steering Committee including an identification of the principal individuals that will provide the requested services.
 - ii. A description of the general approach to be taken toward completion of the project and an explanation of any variances to the proposed scope of work as outlined above in the RFP.
 - iii. A scope of work that includes detailed steps to be taken, any products or deliverables resulting from each task, a summary of estimated labor hours by task, and an estimated timeline for each task, including meetings.
 - iv. A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall be included in this list.
 - v. Demonstration of success on similar projects, including a brief project description and contact name, address and phone number for reference.
3. The selection of the design team will not be based on fee alone, the selection is "qualification" based. The evaluation criteria for this project are:
 - a. Experience
 - b. Strength of Design Team
 - c. Ability to Meet Schedule
 - d. Project Approach
 - e. The Design Team's Construction Administrator
 - f. Fee Structure (scored separately after evaluation of other criteria)

As these are the evaluation criteria upon which the selection will be based, your proposal should respond to each criterion in a well organized manner and in the order in which they are listed, (except for fee schedule). Respond to each criteria, but limit the amount of information provided to that requested. Unorganized, non-responsive, or excessive and irrelevant information would impede our review of your proposal.

B. Submission of Proposal

1. **Provide three (3) hard copies and an electronic copy of pertinent information on CD or other external memory storage device.** The proposals must be received no later than **3:30 P.M. EDT, Wednesday, September 15, 2010** by:

Susan Bulmer, Northeast Parks Regional Manager
Vermont Department of Forests Parks and Recreation
5 Perry Street, Suite 20
Barre, Vermont 05086
Phone: (802) 476-0181
Fax: (802) 476-0129
e-mail: susan.bulmer@state.vt.us

2. FAX and e-mailed proposals will not be accepted.
3. FPR reserves the right to accept or reject any or all proposals. FPR staff will evaluate the proposals.
4. **Attachment "C" State of Vermont, Customary State Contract provisions is attached to this RFP and the provisions will be included as part of the contract.**

VII. SELECTION PROCESS

FPR may select a shortened list of companies to invite to an interview. The use of an interview is dependent on the number and the scope of the proposals.

A. Evaluation Criteria

A Project Steering Committee comprised of FPR staff and residents from the Town of Westmore will review all proposals to determine which one is most advantageous to the State. Evaluation will be based on the following criteria:

CRITERION 1: Experience (of proposing design team):

- Has the design team been in business for a reasonable period of time?
- Has this team demonstrated its ability to work together on similar projects to the Sentinel Rock State Park Project?
- Has the design team included at least 3 references for past projects?

CRITERION 2: Strength of Design Team (proposing firm and sub-consultants):

- Has the team demonstrated that they have a solid understanding of the technical aspects of the project?
- Is the experience of the team members appropriate?
- Who will represent the consultants in the field?
- Can this team produce drawings and documents within the desired time frame?

CRITERION 3: Ability to Meet Schedule:

- Has the design team demonstrated that it can meet the proposed schedule?
- Do they have sufficient staff to perform in a timely manner and are they able to make the necessary time commitment required to meet the schedule?
- Have they established a detailed time frame for their activities?
- Can this team produce drawings and documents within the desired time frame?

CRITERION 4: Project Approach:

- The design team should identify how they will approach this project.
- Is the project approach thorough in addressing the scope of work?
- Does the team provide any creativity to the project?
- What difficulties might be expected?
- Has an anticipated permit list been provided?
- How will they address those difficulties?

CRITERION 5: Design Team's Construction Administrator:

- Has the design team proposed to use a construction administrator who is seasoned and capable of administering this type of contract?
- How many years experience in construction administration does the construction administrator have?

CRITERION 6: Fee Structure:

- Is the aggregate fee reasonable yet competitive?
- Is the hourly rate structure competitive?
- Is the number of hours for the project competitive?
- Are the various rates for specific tasks reasonable, complete and clear?

- B. The proposer should indicate how additional tasks could be handled beyond those proposed initially perhaps with unit prices. The proposer should also indicate what reimbursable expenses are and what rates would apply to those expenses.
- C. The State reserves the right to reject any or all proposals received as of result of this RFP for any reason, to waive minor irregularities in any proposal received, and to negotiate with any party in any manner deemed necessary to best serve the interest of the State.

D. Basis Of Contract Award

The ultimate selection will be made and the contract will be awarded in the best interest of the State of Vermont following analysis of the evaluation criteria by the selection committee.

E. Questions Concerning this RFP

Deadline: Tuesday, September 7, 2010 at 3 :30 PM.

Preference is for written questions sent via email directed to:

Susan Bulmer, Northeast Parks Regional Manager
Vermont Department of Forests Parks and Recreation
5 Perry Street, Suite 20
Barre, Vermont 05086
Phone: (802) 476-0181
Fax: (802) 476-0129
e-mail: susan.bulmer@state.vt.us

Responses to questions will be posted through an Addendum on the website on/by September 10, 2010.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS - January 8, 2009**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Sub recipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Sub recipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.
The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.
After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

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

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 per Occurrence

\$1,000,000 General Aggregate

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

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Sub recipient expends \$500,000 or more in federal assistance during its fiscal year, the Sub recipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Sub recipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Sub recipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Sub recipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Sub recipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Sub recipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds