

# **Sunset Cliff's Rebuild**

**RFP# 049-23**

**Thursday, March 16, 2023**

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## 049-23 Sunset Cliff's Rebuild

### I. Request for Proposal

The City of Burlington, Vermont Electric Department (the "Department") invites fixed-cost proposals for Sunset Cliff Rebuild,

### II. Project Locations

Sunset Cliff, Burlington, VT 05401

### III. Detailed Requirements

#### A. Project

The City of Burlington Electric Department (the "Department") in Burlington, Vermont, invites proposals for Rebuild of Sunset Cliff,

B. Please submit your proposal to provide materials and labor as outlined in this document.

## Specifications

See below in the document for specifications and job detail.

Information Required with the Proposal

### Description of Work Offered

The Proposal shall contain a complete description of the services being offered clearly indicating compliance with the requirements of this request. ANY exception to the specifications must be clearly indicated in the Bidder's submitted proposal or suffer risk of non-acceptance of the bid proposal.

### Personnel

The Proposal shall name a responsible individual in the Contractor's organization who will act as the project manager for the work being offered and who may be contacted with questions regarding the Proposal.

### Acceptance of the Work

The work performed as a result of this request will be accepted only after certification to BED by the Contractor's field representative that the installation is complete in accordance with the plans and specifications agreed to in the order, is certified as acceptable by BED's representative.

### Protection

The Contractor shall hold the Purchaser harmless from loss or damage resulting from action or neglect of the Contractor or his employees or agents, or any subcontractor.

### **Protection Against Accidents and Damages**

The Contractor hereby assumes entire responsibility and liability for any and all damage, loss or injury of any kind or nature to persons or property caused by or resulting from the execution of the work requested herein, or in connection therewith. The Contractor agrees that one will indemnify and hold harmless the Purchaser, and any and all of the Purchaser's officers, agents and servants from and against any and all claims, loss, damage, charge or expense, whether direct or indirect, and whether to persons or property, to which the Purchaser may be put or subjected by reason of any act, action, neglect, omission or default on the part of the Contractor, any of ones Subcontractors, or any of the Contractor's or Subcontractor's officers, agents, servants or employees.

### **Safety**

The Contractor shall acquaint oneself with and abide by Purchaser's Accident Prevention Manual as well as any and all applicable VOSHA regulations while performing the subject work on the Purchaser's premises. In particular, hard hats, eye protection, as well as other appropriate attire. The Contractor and their Subcontractors shall take all safety and health precautions and furnish and install all guards necessary for the prevention of accidents. If BED asks the Contractor to dismiss any personnel for safety violations in accordance with the Accident Prevention Manual, the Contractor will still be held responsible for performing the agreed upon work on schedule.

## **C. Proposal Format:**

### **Part I -- Summary**

This section should contain the name of the contact person, the mailing address, email address, and telephone number of the firm submitting the proposal, a summary of the company, and the service it will provide.

### **Part II -- Technical Proposal**

This section should describe the proposer's approach and plans for accomplishing the Specifications.

This section should contain but is not limited to the following:

All technical questions should be directed to Burlington Electric Departments Purchasing office at [jturner@burlingtonelectric.com](mailto:jturner@burlingtonelectric.com). Any contact with any employee that is not authorized by the Purchasing Department could be considered a violation of the RFP process and could make your submission null and void.

### **Part III -- Site Walkthrough**

There will be a mandatory site walkthrough on this project. Anyone who does not attend this walkthrough, BED will not accept any submission from that vendor.

3/22/2023 @ 10:00 AM EST

**Part IV -- Cost Proposal**

This section should show the following:

- Fixed cost to complete the project as outlined in the RFP.

Progress Payment can be made on successful completion of the project milestones. Successful completion is defined as the full acceptance by Burlington Electric Department that the work was done in accordance to this RFP. Burlington Electric Department.

- Upon receipt and acceptance (as stated above) of invoice from vendor, Burlington Electric Department agrees to release funds within 30 business days.

**Part V -- Professional Experience & References**

This section should contain all pertinent information relating to proposer's organization, personnel, and experience that would substantiate its qualifications to perform the services required by the RFP and all subcontractors that will be used to complete this project. x

References must be submitted with proposals that demonstrate you have performed this type of work in the past. All subcontractors that are going to be used must submit evidence that they have performed this type of work in the past.

**Part VI -- Additional Information**

This section should contain any additional information that the proposer feels is pertinent information that has not been mentioned anywhere else in the RFP.

- A. Proof of Insurance
- B. Livable Wage Certificate

**IV. Proposed Schedule**

|  |  |
|--|--|
| Release of Formal RFP                          | 3/16/2023                                |
| Date of RFP Site Walk-Through                  | 3/22/2023 @ 10:00 AM EST                 |
| Last Date to Submit Written Proposal           | 3/29/2023 @ 11:00 AM EST                 |
| Evaluation of Proposals & Contractor Selection | Week of 3/29/2023 – 4/5/2023             |
| Date Project can begin                         | As soon as possible, weather permitting. |
| Projects must be completed by                  | 6/2/2023 5:00 PM EST                     |

**V.**

**Evaluation of Proposals**

Proposal evaluation criteria will include but are not limited to:

- Quality of the proposal
- Quality of the proposed methodology
- Qualifications and experience of personnel
- The general approach and plans to meet the requirements of the RFP
- Prior performance of the proposer on projects of similar scope and size
- Compliance with the terms, conditions, and other provisions of the RFP
- Cost of the proposal along with any additional cost BED would incur.
- Proof of insurance.

**A. Amendment of Cancellation of RFP**

The Department reserves the right to amend or cancel this RFP at any time if the best interest of the Department requires such action. The Department also reserves the right to award all or partial parts of the RFP to any or several contractors or what ever is in the best interest of the Department.

**B. Proposal Modifications**

No additions or changes to any vendor's proposal will be allowed after the proposal due date unless such modification is specifically requested by the Department.

**C. RFP Events and Timing**

The timing and sequence of events from this RFP will be determined by the Department. The schedule is planned as follows; vendor contacts will be notified of any amendment to this schedule during the RFP Process.

**See section IV. Proposed Timetable**

**D. Proposal Expenses**

The Department assumes no liability for payment of any expenses incurred by any vendor in responding to this RFP.

**E. Acceptance or Rejection of Proposals**

The Department reserves the right to accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities, or

omissions, if in its sole judgement the best interests of the Department will be served. The Department further reserves the right to accept a proposal for a contract other than that with the lowest cost, and to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the Department. The Department also reserves the right to award all or partial parts of the RFP to any or several contractors that are in the best interest of the Department.

**F. Ownership of Proposals**

All proposals submitted in response to this RFP shall become the sole property of the Department.

**G. Oral Agreements and Arrangements**

Any alleged oral agreement or arrangement made by a vendor with the Department, or any Department employee will be disregarded in any Department proposal evaluation or associated award.

**H. Vendor Presentation of Supporting Evidence/Surety**

Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the Department deems necessary to fully establish the performance capabilities represented in their proposals.

**I. Vendor Demonstration of Proposed Services**

Vendors may be asked to demonstrate specific proposed services or products including program components, software and hardware included in their response. Any requested demonstration will be provided at a site approved by the Department and without cost to the Department.

**J. Vendor Misrepresentation or Default**

The Department reserves the right to reject the proposal of any vendor and void any award resulting from this RFP to a vendor who materially misrepresents any product or defaults on any Department contract.

**K. Erroneous Awards**

The Department reserves the right to correct inaccurate awards resulting from its clerical errors.

**L. Public Records**

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the

procurement are subject to the terms of the Vermont Access to Public Records Act (1 V.S.A. Chapter 5, Subchapter 3) and all rules, regulations and interpretations resulting from, and any other applicable rules, regulations or judicial decisions regarding access to the records of government.

It will not be sufficient for vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a vendor believes to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. Convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 316 of Title 1 of the Vermont Statutes Annotated must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Between a vendor and the Department, the final administrative authority to release or exempt any or all material so identified, rests with the Department. All such materials **should be submitted in a separate sealed envelope and marked "CONFIDENTIAL"**.

**M. Offer of Gratuities**

The vendor warrants, represents and certifies that no elected or appointed official or employee of the Department has or will benefit financially or materially from this procurement. Any Contract and/or award arising from this RFP may be terminated by the Department if it is determined that gratuities of any kind were either offered to, or received by any of the aforementioned officials or employees from the vendor, the vendor's agent of the vendor's employees.

**N. Inspection of Work Performed**

During and after the commencement of this project, the Department, and its authorized representatives, shall be allowed access to inspect all Contractor materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and contract. This requirement also applies to any subcontractors who may be engaged by the vendor.

**O. Collusion**

By responding, the vendors implicitly state that the proposal is not made in conjunction with any competing vendor submitting a separate response to this RFP and that it is in all respects fair and without collusion or fraud.

**VII. Contract Provisions**

The contract to be entered into between the Department and the successful proposer shall contain negotiated provisions based on the specific requirements set forth in this RFP and the successful proposer's treatment thereof as contained in this proposal, as well as general Department contract provisions.

The final award of this contract will be subject to your firm's execution of such a contract and the contract's approval by the issuance of a formal Purchase Order by BED's Purchasing Office. Proposals should include an acknowledgment that the standard provisions included in Department contracts are comprehended by your firm.

**1. Termination**

The contract to be entered into between Burlington Electric Department and the successful proposer shall contain the following provisions dealing with termination. If the Contractor fails to fulfill any of the terms of the agreement on time, the Department shall have the right to terminate the said agreement immediately and award a new contract to another Proposer and the Contractor shall be responsible for damages and for additional costs incurred in reletting the contract.

**2. Disclaimer**

The Burlington Electric Department is not liable for any costs incurred by proposers in the preparation of proposals or for any work performed prior to the approval of an executed contract.

**3. Notification of Selection**

Award of this bid will be by "Letter of Award" issued by Purchasing and the issuance of a purchase order. The contract document shall include this Bid Document, any associated Addenda, and the signed Bid Proposal Form as signed by the successful Bidder.

There will be no formal RFP opening. All RFP's are to be delivered to Purchasing in a sealed envelope with two copies of all information being submitted.

**4. Selection of contractor**

Upon selection, the Department and the successful proposer will negotiate a contract. The selected proposal in whole or in part as well as content from this RFP may be incorporated into and made a part of the final contract. Should negotiations fail to result in agreement within two weeks from the commencement of negotiations, the Department reserves the right to terminate negotiations and select another proposal, issue a new RFP, or take other action consistent with the best interest of the Department. By issuing this RFP the Department is not obligated to award a contract.

**5. Delivery of Proposals**



There will be no formal RFP opening. All RFP's are to be uploaded to our secure web site using your unique login. We will not accept any mailed or emailed responses. In order to be accepted they must be updated to the website by the specified date and time. Sending the response to anyone other than this method will make your submission void and will not be accepted.

6. RFP Opening:

There will be no formal RFP opening. All information in the RFP's will not be released until such is award by Burlington Electric and acceptance by the winning contractor. If you would like to receive the RFP overview results after the award you may do so only in writing (email) to our Purchasing Department. If you would like to review the RFP's that were submitted, you must submit a letter to our Purchasing Department requesting a meeting to review the files in person.

7. RIGHT TO SUBMIT A PROPOSAL ON BED PROJECTS.

Any contractor that is in good standings with all city departments within the city of Burlington Vermont may submit a proposal for work described above. If a contractor is found to owe funds or has been removed from any RFP lists within any city department, their RFP will not be considered. Contractor must comply with all provisions as outlined in this RFP in order to be considered.

The contractor shall comply with all applicable Federal, State, and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications). (Livable Wage, Outsourcing Ordinance, Union Deterrence)

8. BED Rights:

BED reserves the right to accept or reject any or all proposals received in response to this RFP or to take other action consistent with the best interest of BED. BED reserves the right to negotiate separately with any source to serve the best interest of BED. EXCEPTIONS TO THIS RFP SHALL BE BY WRITTEN NOTIFICATION ON THE AWARDED P.O. IN ORDER TO BE BINDING. ALL SUBMITTED BIDS BECOME THE PROPERTY OF BURLINGTON

ELECTRIC DEPARTMENT. AFTER THE AWARDING OF THE CONTRACT TO THE SUCCESSFUL BIDDER, ALL BIDS ARE OPEN FOR PUBLIC VIEWING.

**BURLINGTON ELECTRIC DEPARTMENT (BED)**  
**GENERAL SPECIFICATIONS FOR CONTRACTORS**

I. GENERAL:

- A. The Contractor is responsible for all damage to property, public or private, occurring in connection with this construction.
- B. BED reserves the right to withhold a 10% retainage of the total bid amount until such time as BED is completely satisfied with the work performed by the Contractor.
- C. Refer to attached drawings for site and construction details. The Contractor shall contact Dig Safe a minimum of 48 hours prior to construction. The Contractor shall be responsible for working adjacent to all utilities.
- D. The Contractor (from here on to also mean “Bidder”) shall provide unit pricing, as requested on attached Work Item Bid Sheets, for each item noted. These unit prices shall be used for determining extra costs or refunds if additional duct banks, coring, conduit system relocation, additional utility holes or CDR boxes, elimination of utility holes or CDR boxes, etc are required during the course of the project. Unit pricing shall include any and all costs associated with procurement of sumps, hydraulic (“hot box”) conduit benders and other devices, as needed to perform work; individual rental or unit price costs for such items shall not be approved. Therefore, it is the responsibility of the bidder to differentiate the costs for locations where work may be more difficult, including but not limited to, unit costs for like systems in different locations. Failure to provide unit pricing as described shall indicate the unit pricing provided on the Work Item Bid Sheet covers all work within the construction area.
- E. BED shall provide an inspector when necessary during Contractor excavation, installation and back-fill operation. The Inspector shall make all attempts to be present at the site, however it shall be understood by the Contractor that the Inspector may have to leave the site as needed for other projects, and therefore the Contractor shall be prepared to perform other work in the interim at no additional cost to BED. Prior to backfilling any trench involving new duct bank systems, contact BED (865-7463), to schedule the inspection of the new duct bank system location and depth. All work is subject to inspection and approval of BED. Non-complying construction will be brought into compliance as directed at the expense of the Contractor. It is the responsibility of the Contractor to notify BED prior to backfilling. The Contractor shall provide notice at least one full business day ahead of the day backfilling is expected; the specific time may be determined the day of backfilling. If notice is not given prior to backfilling, BED shall have the right to require any or all work to be exposed for visual inspection at the expense of the Contractor.
- F. BED shall make every effort to provide assistance to enter utility holes, vaults,

transformers, pedestals and other similar locations that require BED assistance. The Contractor shall provide a minimum of 24 hours of advance notice when BED assistance is required for access. The Contractor shall be responsible for coordinating work for their crews for the interim. BED shall not cover any costs associated with work stoppage, unless agreed to by BED.

- G. The City of Burlington's Women and Construction Trades Ordinance may apply to this project. The Contractor shall complete and return the "Statement of Intent to Comply" with their quote. The Contractor shall work with the Community and Economic Development Office for compliance with this ordinance.
- H. All applicable permits and fees, including excavation fees, are the responsibility of the Contractor.
- I. The Contractor shall maintain at the job site a separate set of plans, which shall be used for as-built records. These as built records shall be provided to BED upon completion of work.
- J. Throughout construction, the Contractor shall provide BED with upgraded schedules to accurately reflect the time frame of work.
- K. There are energized electrical cables in the project area. Any work around these cables shall be coordinated and approved by BED.
- L. The Contractor shall provide all materials, unless otherwise noted.
- M. Throughout construction, the Contractor shall provide appropriate traffic control. The Contractor shall conduct all work so as to ensure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the highway within the construction area and the protection of persons and property shall be provided for by the Contractor.
- N. An accessible sidewalk route must be available for pedestrians at all times when a sidewalk or roadway is closed. Provide a sign, "Sidewalk Closed Ahead", at both ends of the street when the sidewalk is closed. Only one sidewalk on a street can be closed at a time.
- O. Working hours shall be 7am-7pm Monday through Friday, and 7am-5pm on Saturday. Work on Sundays and Holidays must be submitted to the Owner in writing or during a meeting a minimum of 48 hours prior to the date being requested. Work hour limitations include running/warming up of stationary construction equipment outside of the designated or approved work hours that exceed the Noise Ordinance limits for Quiet Hours as set forth in the City Ordinances. City Holidays occurring within this contract include:
  - 1. Memorial Day – Special permissions are required to work on Memorial Day.
  - 2. Independence Day –Special permissions are required to work on Independence

Day which is observed by the City of Burlington on July 4th. No work shall be done on July 3rd after 12pm without permission.

3. Bennington Battle Day – Special permissions are required to work on Bennington Battle Day.
4. Labor Day – Special permissions are required to work on Labor Day.
5. Columbus Day – Special permissions are required to work on Columbus Day.
6. Veterans Day – Special permissions are required to work on Veterans Day.

## II. TECHNICAL:

### A. General (applies to all following sections of this specification):

1. The Contractor shall be responsible for all excavation, conduit / pipe system installation, fiberglass pad installations, transformer vault installations, utility hole installations, CDR box installations, core drilling of utility hole and/or transformer vault walls for conduit entries, backfilling, and site restoration.
2. Conduit installation shall be accomplished by traditional excavation and conduit placement.
3. Conduits installed under the street shall be schedule 40, UL listed, confirming to NEMA Standard TC-2, concrete encased per BED specs and shall be installed using traditional excavation.
4. Conduits under sidewalks or driveways shall be schedule 40, UL listed, confirming to NEMA Standard TC-2, concrete encased per BED specs and shall be installed using traditional excavation.
5. In areas where the new conduit system will run near the root system of trees the conduits shall be installed to minimize damage to the root system. Hand digging or use of pneumatic devices such as the AirSpade CGP system will be used to expose roots for cutting if roots are visible after the existing sidewalk panels have been removed. These methods will be used for the excavation of dirt, soil and organic matter within 8 feet of the base of the tree. The Cutting of roots greater than 1 inch in diameter will be completed with the use of a hand pruning saw or reciprocating saw to ensure a clean cut.

Replacement cost of trees requiring removal due to damage sustained through the work covered under this contract will be determined by the value as listed in the City's current tree inventory. The contractor will be responsible for this replacement cost. The Contractor shall coordinate and verify locations of work with the City Arborist and Engineer.

6. The Contractor shall saw cut the existing streets, sidewalks and driveways to prevent jagged, uneven or broken edges of the existing pavement or concrete.
7. The Contractor shall take appropriate steps to protect the existing pavement, concrete sidewalks, curbing, foundation walls, driveways, pavers, shrubs, trees, etc. from damage during construction. If damage occurs, Contractor shall repair all damages at his/her expenses.
8. Refer to all project drawings for associated work prior to beginning installation.
9. The Contractor shall install the number, size and type conduit shown on all project drawings.
10. The project drawings indicate approximate locations only and are not intended to establish exact locations. In laying out the work, if the Contractor encounters conditions that indicate conflict with the intent of the plans he/she shall promptly notify BED and request adjustment before proceeding with the work in the affected area.
11. The Contractor shall coordinate final excavation details with BED prior to starting any excavation. Failure to do so, and any subsequent expenses due to such failure, shall be the responsibility of the Contractor.
12. In general, the top of the conduit shall be at 36 inches below finished grade unless specified on the project drawings (refer to project drawings for each installation).
13. The Contractor shall insure that the installed conduit is free of dirt or debris.
14. The conduit system shall maintain a minimum clearance from water, sewer and gas lines of 10 feet. Where this is not feasible, a lesser clearance may be authorized with written approval of all involved parties. The requesting party shall submit approvals to BED.
15. The conduit system shall maintain a minimum clearance from communication conduits, and customer-owned electrical conduits of 12 inches.
16. Conduits crossing water, sewer or gas lines will be installed so as not to place any strain on these services.
17. Contractors shall submit a detailed construction plan with their proposal. In their plans, Contractors may divide the work between the conduit installation methods according to their professional judgement.
18. A 1/4" nylon or polypropylene pull line having a 500-pound rating shall be installed and secured in each conduit.

19. See the project drawings for proposed conduit routing. Contractors may present alternative conduit routing for consideration by BED. Approval of conduit routing, placement and other items deemed necessary shall be obtained from BED in writing prior to construction.
20. Temporary restoration of trenches in the street:
  - a) The Contractor shall wait a minimum of 12 hours after the pours of the concrete before backfilling the trench with loose material. The wait period can be reduced to 6 hours if 5,000 PSI concrete mix with 2% “non-chloride” accelerator are used. The Contractor will then install a top layer of hard surface material with a minimum of 2” of approved material. Until the trench is backfilled, steel plates shall be placed over the open trenches in road-crossings and other street locations. For areas other than road crossings, the Contractor may elect to barricade the area until the trench is backfilled. The Contractor shall obtain all permits and meter bags from the City of Burlington Department of Public Works (DPW) for the parking spaces they will be barricading and shall be responsible for all related expenses.
  - b) The backfill material shall be one of the following:
    - (1) Re-cycled asphalt.
    - (2) Standard mix asphalt.
    - (3) Cold patch compound.
    - (4) Concrete.
  - c) All areas covered with the temporary surface will be compacted per City of Burlington Department of Public Works (DPW) specifications.
21. Permanent site restoration:
  - a) The Contractor shall permanently backfill the trench with loose material Backfill. Material shall be placed in maximum 6 inch lifts, with each lift compacted to 95% Proctor. Permanent backfill/compaction shall not take place until the concrete has cured for a minimum of 48 hours after pouring
  - b) The Contractor shall completely restore all disturbed areas of the private property, street, greenbelt, curbing and sidewalk to the satisfaction of the City of Burlington DPW, BED, and the property owners.
  - c) Affected areas of the concrete sidewalk shall be replaced with concrete per City of Burlington DPW specifications.
  - d) The Contractor shall repave the excavated areas in the street or driveway to match the existing pavement.
  - e) The Contractor shall repave the excavated areas in asphalt sidewalks to match the existing pavement.
  - f) After backfilling, the Contractor shall loam, rake smooth, roll and mulch grass

areas as required by Burlington DPW specifications.

B. Traditional excavation and conduit placement:

1. Installation:

- a) The bottom of the trench designed by BED shall be undisturbed original ground or firmly compacted earth free from voids, rocks or rubble and of relatively smooth arch. The bottom of the trench shall be lined with a minimum of 2 inches of clean sand.
- b) A maximum of 270 degrees in bends will be permitted in a single run of conduit. Bends and sweeps shall be of a 36" radius at the riser poles and minimum of 48" along the conduit system, unless otherwise indicated on the project drawings. No change of direction greater than 5 degrees will be permitted between lengths of rigid conduit without the use of a formed bend. No kinks or distortions will be accepted in formed bends.
- c) Duct bends required for passing under existing lines or duct banks shall be a made using field bends. Field bends shall be made using hot-box benders as recommended by the duct manufacturer. The bends shall not cause any change in the configuration or internal cross section area of the duct.
- d) PVC duct joints shall be made watertight by the use of brush-applied cement as recommended by the manufacturer.
- e) Duct spacers shall be installed not more than 6 feet apart along runs and not more than 2 feet from fiberglass pads or lateral takeoff elbows. Base spacers shall be set on a firm base and anchored to prevent movement during pour.
- f) In areas not requiring encasement, the material used for conduit separation shall be clean sand. A minimum of 6 inches of sand shall cover the conduits.
- g) A two-inch (2") spacing shall be maintained between adjacent conduits (1"- 4" conduits).
- h) All conduits in each run shall be the same type. Mixing is not acceptable.
  1. All backfill shall be free of any material that may damage the conduits.
- J) The Contractor shall install BED furnished plastic warning tape, describing buried electrical lines, along the entire length of the duct bank, at a depth of 12 inches below finished grade.

2. Encasement and Anchoring:

- a) All BED conduits installed in trenches under the street shall be encased with concrete, unless otherwise noted.
- b) The concrete shall be of a grade no less than 3,000 psi compressive strength rating. If the top of the conduit is less than 34 inches below finished grade, the concrete shall be of a grade no less than 4,000 psi comprehensive strength rating. Slump shall be 3 to 5 inches, and the concrete shall be worked in to completely

- surround all conduits.
  - c) Concrete encasement shall extend a minimum of four inches (4") away from the outermost conduits in all directions. If the top of the conduit is less than 34 inches below finished grade, the concrete encasement shall extend at least six inches (6") away from the outermost conduits in all directions.
  - d) When it is expected that there will be an interval of four hours or longer between pours of concrete, reinforcement bars shall be installed across the construction joint. The bars shall be size #4 and not less than 6 feet in length. One bar shall be installed in each corner, and between ducts in the top and bottom of the concrete envelope, two inches (2") from the outside surface. Each bar shall extend approximately equal distances into the two pours of concrete.
  - e) Prior to pouring concrete, the duct shall be securely anchored to prevent movement during the pour. Anchors shall be within two feet (2') and on each side of a joint, at each end of a bend, and at a maximum distance of ten feet (10') between anchors.
  - f) Where lateral takeoffs of ducts from concrete envelopes are made; the forms shall be slotted for the installation of the elbow with slotted sheet metal forms placed over the elbow to retain concrete during pour. Lateral takeoff conduits shall be rigidly supported during pour and cure.
  - g) Before placing forms or conduits, the Contractor shall confirm that the surface on which concrete is to be poured is undisturbed original ground or firmly compacted earth free of voids, rocks, or rubble.
  - h) Forms for duct sections shall be provided in all cases except, with BED approval, when the soil conditions are such that the trench can be excavated to the required width and depth, leaving firm and vertical walls that may be suitably employed as a substitute for fabricated forms.
  - i) All forms and other materials shall be completely removed when installation is complete.
  - j) The duct envelope should be square or rectangular in cross section and shall provide for concrete thickness over the outside ducts as previously specified.
3. Conduit used for traditional excavation or directional drilling / moling:
- a) For traditional excavation, all BED conduits shall be utility grade, schedule 40 PVC, UL listed, confirming to NEMA Standard TC-2, concrete encased, unless otherwise noted.
  - b) For directional drilling or conduit moling, all BED conduits shall be schedule 80 PVC, UL listed, confirming to NEMA Standard TC-2, unless otherwise noted.
  - c) The number, type and size of conduits shall be as shown in the project drawings.
  - d) PVC fittings, couplings, elbows, bell ends and spacers shall be the product of the same manufacturer as the duct and designed for use with the type duct installed, or be approved by BED.
4. Directional boring / conduit moling:



- a) Sections of the new conduit system deemed appropriate by BED and the Contractor may be installed using directional boring or conduit moling techniques.
- b) The Contractor shall install pipe or conduit of the quantity, size and strength specified in the project drawings.
- c) Sweeps shall be 36" radius a riser poles and minimum 48" radius along the conduit system and shall have compatible inside and outside diameters with the conduit or HDPE pipe.
- d) The Contractor shall submit a detailed construction plan with their bid. At a minimum, this plan shall indicate:
  - 1. The proposed pipe / conduit routing.
  - 2. The expected location and size of all necessary access pits.
  - 3. Ground shoring and bracing techniques.
  - 4. Ground water stabilization and dewatering techniques.
  - 5. Method of spoil disposal.
  - 6. Grade and alignment system details.
  - 7. Pipe jointing method and details.

5. Installation:

- a) Before beginning construction at any location of this project, the Contractor shall adequately protect existing structures and other permanent objects.
- b) The Contractor shall determine the necessary steps for directional boring or conduit moling, subject to approval by BED.
- c) The Contractor is responsible for the performance of the equipment and methods selected for directional boring.
- d) All work of excavating, shoring, bracing, and directional boring / conduit moling shall be so executed that settlement is minimized, the in-place pipe shall have full bearing against the earth, and no voids or pockets are left in any portion of the work.
- e) The Contractor shall determine the exact starting location for the directional boring / conduit moling process. The Contractor is responsible for maintaining proper alignment and depth below finished grade of the pipe.
- f) The excavation and run of pipe being installed shall be controlled such that any deviation from grade is below the design grade.
- g) The Contractor shall monitor ground movements associated with the work and make suitable changes in the construction methods to control ground movements and prevent damage or detrimental movement to the work and adjacent structures and pavements. Permissible tolerances with respect to settlement of ground surface and alignment of pipe shall not be exceeded.

6. Access pits:

- a) The Contractor shall construct pits to accommodate the installation of pipe and

- the directional boring / conduit moling equipment.
- b) The Contractor shall properly support all excavations and prevent all movement of the soil, pavement, utilities or structures outside of the excavation.
  - c) The Contractor shall install seals in the pit walls as required to control ground movement where the casings enter and exit the ground.

C. HDPE pipe used for directional boring:

1. All pipe shall be High Density Polyethylene (HDPE), suitable for direct burial.
2. The Contractor shall install HDPE pipe of the size and strength shown in the project drawings.
3. The Contractor shall provide calculations showing that the pipe selected has been designed to support the maximum anticipated earth loads and superimposed live loads, both static and dynamic that may be imposed on the pipe. The Contractor shall determine the additional stresses imposed on the pipe during directional boring operations and upgrade the quality and strength of the pipe to the extent necessary.
4. The Contractor shall certify that all pipe used on this project conforms to approved certified tests, and has been stored and handled properly.
5. All HDPE to HDPE and HDPE to PVC pipe joints shall be made using watertight compression couplings. These couplings shall be 200 PSI rated, Flo Control, Inc. PVC Compression Fittings or equivalent.
6. The Contractor shall chamfer the inside of both conduits / pipes at each joint to provide a smooth transition between the conduits / pipes.

D. CDR box installation (24" x 36" x 24"):

1. The Contractor shall install the CDR boxes as shown on the project drawings.
2. BED shall provide the CDR boxes.
3. The Contractor shall be responsible for all excavation, CDR box installation, backfilling and site restoration.
4. The Contractor shall coordinate with BED at least 24 hours before installing the CDR box to schedule the inspection.
5. The top of the CDR box shall be one inch above finished grade.
6. The CDR box shall be level and rest on a bedding of compacted crushed stone 6 inches in depth per Section II. M. of these specifications. The bedding of crushed stone shall extend a minimum of 6 inches beyond the edge of the CDR box in each direction.
7. Conduit entry into the CDR box shall be made by use of conduit sweeps.
8. The Contractor shall cut off the tops of the sweeps inside the hand holes 3 inches above the top of the stone.
9. Grounding:
  - a) BED shall install a ground grid around the CDR box.
  - b) BED shall provide the ground wire, two ground rods, and connectors for the CDR box.

- c) The Contractor shall coordinate with BED at least 24 hours before installing the CDR box to schedule the ground grid installation.
- d) BED shall drive the ground rods such that the top of the rod is twelve inches (12") below finished grade.
- e) All ground rod to ground wire connections shall be made with a compression connector. Mechanical connectors are not acceptable.

E. Fiberglass transformer and Modular Terminating Cabinet (MTC) pad installations:

- 1. BED shall provide the 37 inch by 43 inch by 32 inch fiberglass pads.
- 2. The Contractor shall install each fiberglass pad as shown on the project drawings.
- 3. Each fiberglass pad shall be installed as shown on BED Standard 1605. The top of each fiberglass pad shall be four inches above finished grade. Each fiberglass pad shall be level and rest on a bedding of compacted crushed stone 6 inches in depth per Section II. M. of these specifications. The bedding of crushed stone shall extend a minimum of 6 inches beyond the edge of each pad in each direction.
- 4. Conduits shall enter each fiberglass pad a minimum of 36 inches below finished grade. Conduit entry into each fiberglass pad shall be made by use of conduit sweeps.
- 5. The Contractor shall cut off the tops of the sweeps inside the fiberglass pads 3 inches above the top of the stone.
- 6. Grounding:
  - a) BED shall provide the ground wire, two ground rods, and connectors for each pad.
  - b) Prior to installing each fiberglass pad, the Contractor shall contact BED to arrange for the installation of the ground grid before back filling.
  - c) BED shall drive the ground rods such that the top of the rod is twelve inches (12") below finished grade.
  - d) All ground rod to ground wire connections shall be made with a compression connector. Mechanical connectors are not acceptable.

F. Utility Holes, 7' wide x 14' long x 7' high (ID):

- 1. Refer to the project drawings for construction and installation details.
- 2. Construction for Utility Hole:
  - a) Design Criteria:
    - (1) Minimum Concrete Compressive Strength: 5,000 PSI @ 28 days
    - (2) Entrained Air: 5% Minimum
    - (3) Steel: ASTM A615 Grade 60
    - (4) Size: 7' wide x 14' long x 7' high (inside dimensions), 6" walls and 8" base minimum.

- (5) Other references: ASTM A153, A569, A48, A123, C857, C890, ACI301, 318, 347; CRSI; others as applicable.
- b) The Contractor shall provide the pre-cast UH's. The precast utility holes shall meet the following criteria:
    - (1) ASTM C-857 and ASTM C-890 to support full H-20 loading
    - (2) Hydrostatic loading assuming groundwater to surface.
    - (3) The vault shall be designed for no more than 2 sections (a top section and bottom section). The bottom section shall be cast monolithically with the base slab.
  - c) Pull anchor forces as detailed in this specification.
  - d) Contractor to provide vault design drawing that meets the full H-20 loading criteria.
  - e) Conduit penetration knockouts shall be provided as shown on construction drawings. The Contractor shall coordinate conduit penetration knockout locations with the pre-cast UH vendor.
  - f) The Contractor shall connect the new conduits to the conduit penetration knockouts at the positions indicated on the project drawings.
  - g) Each UH shall have additional reinforcement at openings over 24" in diameter, and at all corners. The reinforcement shall be both vertical and horizontal, using #4 bars, minimum.
  - h) Each UH shall be built and installed in two sections - top and bottom.
  - i) The joint between the top and bottom sections shall be constructed as a shiplap or a "tongue and groove" (the "tongue" shall be built into the lower section and the "groove" shall be built into the upper section). The joint shall be sufficiently strong to prevent the two sections of the UH from moving in relation to each other under normally expected conditions (frost, vibration from vehicles, etc.).
  - j) Mastic shall be applied between the top and bottom sections during installation to seal the joint against water penetration.
  - k) Each UH shall have 1-1/4" galvanized steel shank pulling eyes with a 2" eye and a 4" galvanized steel square washer as in locations as directed by BED. Pulling eyes shall be suitable for 15,200 pounds @ 180 degree pull, and 3,800 pounds @ 90 degree pull, minimum.
  - l) The UH shall have a 40 inch diameter opening in the roof.
  - m) The Contractor shall provide all sealing compounds and other accessories necessary for complete installation of the UH.
  - n) The UH shall have a 4 inch deep, 12 inch diameter sump hole centered under the opening in the roof.
  - o) The Contractor shall be responsible for all excavation, UH installation, backfilling and site restoration.
  - p) The UH shall be level and rest on 12 inches of compacted crushed stone meeting sieve requirements below:

| <u>SIEVE DESIGNATION</u> | <u>% PASSING</u> |
|--------------------------|------------------|
| 1 inch                   | 100              |
| ¾ inch                   | 90 to 100        |
| 3/8 inch                 | 0 to 55          |
| NO. 4                    | 0 to 10          |
| NO. 8                    | 0 to 5           |

- q) The setting depth of each UH will be such that the top of each UH will be a minimum of twelve inches (12") below finished grade.
- r) A 40 inch cast iron cover and frame (Neenah Foundry Co. catalog #R-5900-J), provided by BED, shall be installed by the Contractor at finish grade, centered above the opening in the roof of each UH. The Contractor shall install the cover and frame and the throat, extensions, etc. to accommodate the distance from the top of the UH to the surface.
- s) The opening in the roof of the UH, the throats / extensions and the opening in the cast iron frame shall be aligned.
- t) The throat from top of the UH to the cast iron ring and cover shall be made up of concrete ring sections with a 40" diameter inside opening and minimum 8" thick walls, rated H-20 loading. The Contractor shall provide mastic sealant between the UH roof and bottom ring section, between ring sections and between the top ring section and the cast iron frame. The number of sections shall be kept to a minimum and shall be minimum 2" high.

### 3. Grounding:

- a) The UH shall be cast with two, one inch (1") diameter, PVC sleeves in the wall for grounding. The Contractor shall coordinate the location of the grounding sleeves with the precast UH vendor.
- b) Prior to installing the UH, the Contractor shall contact BED to arrange for the installation of the ground grid before back filling.
- c) BED shall provide four, eight foot ground rods, ground wire and connectors for the UH.
- d) The Contractor shall drive the ground rods such that the top of the rod is twelve inches (12") below finished grade.
- e) All ground rod to ground wire connections shall be made with a compression connector. Mechanical connectors are not acceptable.
- f) The Contractor shall coordinate with BED at least 48 hours before installing the UH to schedule the ground grid installation.

### G. Transformer Vault:

1. Refer to the project drawings for construction and installation details. Contractor to

certify the Vault meets the full H-20 loading criteria.

2. Construction for Transformer Vault:

A) Design Criteria:

- (1) Minimum Concrete Compressive Strength: 5,000 PSI @ 28 days
- (2) Entrained Air: 5% Minimum
- (3) Steel: ASTM A615 Grade 60
- (4) Size: 7' wide x 12' long x 7' high (inside dimensions), 6" walls and 8" base minimum. Top of vault shall be one concrete cover 9' wide x 14' long with cable window and access cover.
- (5) Other references: ASTM A153, A569, A48, A123, C857, C890, ACI301, 318, 347; CRSI; others as applicable.

B) Contractor shall provide the pre-cast transformer vault. The precast transformer vault shall meet the following criteria:

- (1) ASTM C-857 and ASTM C-890 to support full H-20 loading
- (2) Hydrostatic loading assuming groundwater to surface.
- (3) The vault shall be cast monolithically with the base slab.
- (4) Pull anchor forces as detailed in this specification.

C) Contractor shall provide the top of vault. Top of the vault shall be provided with one concrete cover 9' wide x 14' long with cable window and access cover. All sections shall be rated for H-20 loading. Top of vault shall accommodate a transformer weight of 16,000 lb. Concrete pad shall have  $\frac{3}{4}$ " chamfer on all sides. BED shall provide 30" x 60" access cover for setting into cover during concrete pour.

D) Conduit penetration knockouts shall be provided as shown on construction drawings. The Contractor shall coordinate conduit penetration knockout locations with the pre-cast transformer vault vendor.

E) The Contractor shall connect the new conduits to the conduit penetration knockouts at the positions indicated on the project drawings.

F) Each transformer vault shall have additional reinforcement at openings over 24" in diameter, and at all corners. The reinforcement shall be both vertical and horizontal, using #4 bars, minimum.

G) Each transformer vault shall have 1-1/4" galvanized steel shank pulling eyes with a 2" eye and a 4" galvanized steel square washer as in locations as directed by BED. Pulling eyes shall be suitable for 15,200 pounds @ 180 degree pull, and 3,800 pounds @ 90 degree pull, minimum.

H) The Contractor shall provide all sealing compounds and other accessories necessary for complete installation of the switchgear vault.

I) The transformer vault shall have a 4 inch deep, 12 inch diameter sump hole under the access cover opening in the roof.

- J) The Contractor shall be responsible for all excavation, transformer vault installation, backfilling and site restoration.
- K) The transformer vault shall be level and rest on 12 inches of compacted crushed stone meeting sieve requirements below:

| <u>SIEVE DESIGNATION</u> | <u>% PASSING</u> |
|--------------------------|------------------|
| 1 inch                   | 100              |
| ¾ inch                   | 90 to 100        |
| 3/8 inch                 | 0 to 55          |
| NO. 4                    | 0 to 10          |
| NO. 8                    | 0 to 5           |

3. Grounding:

- a) The transformer vault shall be cast with two, one inch (1") diameter, PVC sleeves in the wall for grounding. The Contractor shall coordinate the location of the grounding sleeves with the precast transformer vault vendor.
- b) Prior to installing the transformer vault, the Contractor shall contact BED to arrange for the installation of the ground grid before back filling.
- c) BED shall provide four, eight foot ground rods, ground wire and connectors for the transformer vault.
- d) The Contractor shall drive the ground rods such that the top of the rod is twelve inches (12") below finished grade.
- e) All ground rod to ground wire connections shall be made with a compression connector. Mechanical connectors are not acceptable.
- f) The Contractor shall coordinate with BED at least 48 hours before installing the transformer vault to schedule the ground grid installation.

H. Transformer Vault:

- 1. Refer to the project drawings for construction and installation details. Contractor to certify the Vault meets the full H-20 loading criteria.

2. Construction for Transformer Vault:

A) Design Criteria:

- (1) Minimum Concrete Compressive Strength : 5,000 PSI @ 28 days
- (2) Entrained Air: 5% Minimum
- (3) Steel: ASTM A615 Grade 60
- (4) Size: 7' wide x 12' long x 7' high (inside dimensions), 6" walls and 6" base minimum. Top of vault shall be one concrete cover 7' wide x 12' long with cable window and access cover.

- (5) Other references: ASTM A153, A569, A48, A123, C857, C890, ACI301, 318, 347; CRSI; others as applicable.
- B) Contractor shall provide the pre-cast transformer vault. The precast transformer vault shall meet the following criteria:
- (1) ASTM C-857 and ASTM C-890 to support full H-20 loading
  - (2) Hydrostatic loading assuming groundwater to surface.
  - (3) The vault shall be cast monolithically with the base slab.
  - (4) Pull anchor forces as detailed in this specification.
- C) Contractor shall provide the top of vault. Top of vault shall be provided with one concrete cover 9' wide x 14' long with cable window and access cover. All sections shall be rated for H-20 loading. Top of vault shall accommodate a transformer weight of 16,000 lb. Concrete pad shall have 3/4" chamfer on all sides. BED shall provide 30" x 60" access cover for setting into cover during concrete pour.
- D) Conduit penetration knockouts shall be provided as shown on construction drawings. The Contractor shall coordinate conduit penetration knockout locations with the pre-cast transformer vault vendor.
- E) The Contractor shall connect the new conduits to the conduit penetration knockouts at the positions indicated on the project drawings.
- F) Each transformer vault shall have additional reinforcement at openings over 24" in diameter, and at all corners. The reinforcement shall be both vertical and horizontal, using #4 bars, minimum.
- G) Each transformer vault shall have 1-1/4" galvanized steel shank pulling eyes with a 2" eye and a 4" galvanized steel square washer as in locations as directed by BED. Pulling eyes shall be suitable for 15,200 pounds @ 180 degree pull, and 3,800 pounds @ 90 degree pull, minimum.
- H) The Contractor shall provide all sealing compounds and other accessories necessary for complete installation of the switchgear vault.
- I) The transformer vault shall have a 4 inch deep, 12 inch diameter sump hole under the access cover opening in the roof.
- J) The Contractor shall be responsible for all excavation, transformer vault installation, backfilling and site restoration.
- K) The transformer vault shall be level and rest on 12 inches of compacted crushed stone meeting sieve requirements below:

| <u>SIEVE DESIGNATION</u> | <u>% PASSING</u> |
|--------------------------|------------------|
| 1 inch                   | 100              |
| 3/4 inch                 | 90 to 100        |
| 3/8 inch                 | 0 to 55          |
| NO. 4                    | 0 to 10          |
| NO. 8                    | 0 to 5           |



3) Grounding:

- a) The transformer vault shall be cast with two, one inch (1") diameter, PVC sleeves in the wall for grounding. The Contractor shall coordinate the location of the grounding sleeves with the precast transformer vault vendor.
- b) Prior to installing the transformer vault, the Contractor shall contact BED to arrange for the installation of the ground grid before back filling.
- c) BED shall provide four, eight foot ground rods, ground wire and connectors for the transformer vault.
- d) The Contractor shall drive the ground rods such that the top of the rod is twelve inches (12") below finished grade.
- e) All ground rod to ground wire connections shall be made with a compression connector. Mechanical connectors are not acceptable.
- f) The Contractor shall coordinate with BED at least 48 hours before installing the transformer vault to schedule the ground grid installation.

I. Switch vault:

1. Refer to the project drawings for construction and installation details. Contractor to certify the Vault meets the full H-20 loading criteria.
2. Construction for switch vault:
  - A) Design Criteria:
    - (1) Minimum Concrete Compressive Strength : 5,000 PSI @ 28 days
    - (2) Entrained Air: 5% Minimum
    - (3) Steel: ASTM A615 Grade 60
    - (4) Size: 7' wide x 14' long x 7' high (inside dimensions), 6" walls and 8" base minimum. Top of vault shall be one concrete cover 9' wide x 16' long with cable window and access cover.
    - (5) Other references: ASTM A153, A569, A48, A123, C857, C890, ACI301, 318, 347; CRSI; others as applicable.
  - B) Contractor shall provide the pre-cast switch vault. The precast switch vault meet the following criteria:
    - (1) ASTM C-857 and ASTM C-890 to support full H20 loading
    - (2) Hydrostatic loading assuming groundwater to surface.
    - (3) The vault shall be cast monolithically with the base slab.
    - (4) Pull anchor forces as detailed in this specification.
  - C) Contractor shall provide the top of vault. Top of the vault shall be provided with one concrete cover 9' wide x 16' long with cable window and access cover. All sections shall be rated for H-20 loading. Top of vault shall accommodate a

switch weight of 16,000 lb. Concrete pad shall have 3/4" chamfer on all sides. BED shall provide 30" x 60" access cover for setting into cover during concrete pour.

- D) Conduit penetration knockouts shall be provided as shown on construction drawings. The Contractor shall coordinate conduit penetration knockout locations with the pre-cast switch vault vendor.
- E) The Contractor shall connect the new conduits to the conduit penetration knockouts at the positions indicated on the project drawings.
- F) Switch vault shall have additional reinforcement at openings over 24" in diameter, and at all corners. The reinforcement shall be both vertical and horizontal, using #4 bars, minimum.
- G) Switch vault shall have 1-1/4" galvanized steel shank pulling eyes with a 2" eye and a 4" galvanized steel square washer as in locations as directed by BED. Pulling eyes shall be suitable for 15,200 pounds @ 180 degree pull, and 3,800 pounds @ 90 degree pull, minimum.
- H) The Contractor shall provide all sealing compounds and other accessories necessary for complete installation of the switchgear vault.
- I) The switchgear vault shall have a 4 inch deep, 12 inch diameter sump hole under the access cover opening in the roof.
- J) The Contractor shall be responsible for all excavation, switch vault installation, backfilling and site restoration.
- K) The switch vault shall be level and rest on 12 inches of compacted crushed stone meeting sieve requirements below:

| <u>SIEVE DESIGNATION</u> | <u>% PASSING</u> |
|--------------------------|------------------|
| 1 inch                   | 100              |
| 3/4 inch                 | 90 to 100        |
| 3/8 inch                 | 0 to 55          |
| NO. 4                    | 0 to 10          |
| NO. 8                    | 0 to 5           |

3) Grounding:

- a) The switch vault shall be cast with two, one inch (1") diameter, PVC sleeves in the wall for grounding. The Contractor shall coordinate the location of the grounding sleeves with the precast switch vault vendor.
- b) Prior to installing the switch vault, the Contractor shall contact BED to arrange for the installation of the ground grid before back filling.
- c) BED shall provide four, eight foot ground rods, ground wire and connectors for the switch vault.
- d) The Contractor shall drive the ground rods such that the top of the rod is twelve inches (12") below finished grade.
- e) All ground rod to ground wire connections shall be made with a compression connector. Mechanical connectors are not acceptable.
- f) The Contractor shall coordinate with BED at least 48 hours before installing the

Switch vault to schedule the ground grid installation.

J. Left Blank

K. Street light conduit installations:

1. The Contractor shall install conduits to each existing street light location as shown on the project drawings.
2. As specified on the project drawings, street light conduits shall be Schedule 80 PVC (without concrete encasement).
3. The top of the street lighting conduit shall be at 36 inches below finished grade unless specified on the project drawings (refer to project drawings for each installation).
4. The Contractor shall coordinate the street light conduit installations with BED in advance to determine the best routing to the pole.

L. Building service conduit installations:

1. The Contractor shall install conduits to each building as shown on the project drawings. The Contractor shall coordinate the location of the conduit at each building with BED's Inspector.
2. Each conduit to a meter location shall come up to grade in a 36" radius sweep. The Contractor shall install a one foot length of schedule 40 PVC conduit above the sweep and cap the conduit.

M. Granular Fill under Slabs & Footings:

1. Prior to placing granular fill, all organic material, topsoil, debris and any other deleterious material shall be removed.
2. Granular fill shall be an approved, well graded bank run or crusher run gravel meeting the requirements of the following table:

| <u>SIEVE DESIGNATION</u> | <u>% PASSING</u> |
|--------------------------|------------------|
| 1 inch                   | 100              |
| ¾ inch                   | 90 to 100        |
| 3/8 inch                 | 0 to 55          |
| NO. 4                    | 0 to 10          |
| NO. 8                    | 0 to 5           |

3. The material shall be placed in maximum 8" lifts and compacted to 95% of maximum density at optimum moisture content as determined by ASTM D-1557, modified proctor.

4. The Contractor will employ an approved independent testing firm to take four (4) density tests on each compacted fill lift. If the material tests less than 95%, corrective action and additional testing will be required, at the Contractor's expense.
5. Materials shall be placed in such a way as not to damage existing structures, existing utilities and concrete foundations and footings.

It shall be the Contractor's responsibility to obtain, from a testing firm approved by BED, a sieve analysis and a laboratory moisture-density curve for the proposed granular fill. The procedure shall be repeated until a material meeting the specification is provided.

N. Site Restoration:

1. The Contractor shall completely restore all disturbed areas of the grass, roads, curbing and sidewalk to the satisfaction of BED, City of Burlington DPW, and other property owners.
2. Affected areas of sidewalks shall be replaced per City of Burlington DPW specifications.
3. After backfilling, the Contractor shall restore grass areas on private property. The Contractor shall loam, rake smooth, roll, and mulch grass areas as required by City of Burlington DPW specifications.
4. After backfilling, the Contractor shall restore grass areas within the City right-of-way as required by City of Burlington DPW specifications.
5. The Contractor shall repave excavated areas in streets or driveways to match the existing pavement.

***Sunset Cliffs Rebuild  
Work Item Bid Sheets***

General

Bids for this project will be accepted for the following construction techniques:

1. Traditional excavation and conduit placement.
2. Directional boring / conduit moling.
3. Contractors may propose alternate construction techniques or perform the work by combining the techniques shown above.

This is a firm-fixed price (FFP) contract. This means the contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. Contract price is the price bid, with no incentives or fees added. The total payment to the Contractor for this project will be calculated based on all satisfactorily completed work. The Unit Pricing Work Sheets you submitted will also be used when making changes to the Project as detailed on page 3 of this document. The addition, deletion or any modification to the proposed Project Unit Pricing Work Sheets must be approved in writing by BED prior to any work or services being performed.

As this RFP will be awarded on a firm-fixed price (FFP) contract basis, this implies that excavation fees are strictly between the City of Burlington Department of Public Works (DPW) and the Contractor. Thus, contractor is responsible for paying the actual DPW administrative and excavation fees. Each Contractor is responsible for taking out the permits. Contractor is responsible for paying the permit fees.

Any addition or subtraction amounts to the project from this point forward will have to be done in the form of change orders that would need to be agreed upon by both parties in writing before the affected work begins. Any changes that deviate out in the field from the technical specifications, drawings or purchase order require prior approval by Burlington Electric Department in the form of a Change Order to the original purchase order agreement. If the Change Order is not secured by the Contractor before the work begins, then Burlington Electric Department is not responsible for any of the material or work performed by said contractor. If said unauthorized work would have resulted in a credit for Burlington Electric Department, then the Unit Pricing Work Sheets provided in the RFP will be used to determine the credits used for deduct. If the work that was done would have resulted in an extra cost to Burlington Electric Department, the contractor will not be receiving any payment for goods or services due to this non compliance of unauthorized work.

For technical questions concerning this bid package contact Stephen Scott (BED) at 865-7324.

***Sunset Cliffs Rebuild***  
**Work Item Bid Sheets**

The Contractor is responsible for the installation of the conduit system shown on BED's Project drawings # D12990300, # D12990400, # D12990600, # D12990700 and # D12990900. This includes but is not limited to the following:

- 1) Excavate and backfill trench under the street, sidewalk and grass. Work includes excavation and disposal of concrete sidewalk, asphalt sidewalk and asphalt street. It also includes concrete encasement of all conduits installed under the street and installing plastic warning tape above the conduits during backfilling.
- 2) Excavate and backfill trench for joint trench use with BED and communication companies. Provide cost breakdown of cost to BED and cost to communication companies to share trench. Contractor to coordinate with communication companies for design and construction standards required.
- 3) Provide and install all BED and communication conduits, conduit sweeps, spacers, pull rope, anchors, etc. This item includes connecting new conduits with existing capped conduits, installing a 500 lb. rated, 1/4" nylon or polypropylene pull rope in each conduit. BED conduit sweeps shall be schedule 40, PVC, 36" radius, unless otherwise indicated on BED's project drawing.
- 4) Excavate, place and backfill any CDR boxes per the project specifications. BED shall install ground grids during installation.
- 5) Take all necessary means to protect excavation and work from erosion.
- 6) Perform at your own expense all required testing. Contractor shall employ an approved independent testing firm to take the required tests specified.
- 7) Restore permanent surfaces to BED, City of Burlington Department of Public Works (DPW), property owner specifications, the specification on project drawings and all other attached documents.
- 8) All work as specified on the Project General Specifications document and drawings.

*Sunset Cliffs Rebuild*  
*Work Item Bid Sheets*

CONTRACTOR:

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**Sunset Cliffs Rebuild**  
**Work Item Bid Sheets**

The Contractor shall provide unit pricing in the Work Item Bid Sheet. The unit pricing shall include all costs to install the conduit system, this includes but is not limited to equipment cost; cost to excavate and backfill the trench; excavate, place and backfill utility hand holes; disposal of concrete sidewalk; disposal of asphalt; cost of conduits, conduit sweeps, spacers, pull rope, anchors; install the conduit system, core drilling of utility holes, concrete encasement of conduits per BED's specs, installing plastic warning tape above the conduits during backfilling, cost to restore temporary and permanent surfaces, digging access pits, drilling / moling, etc.

Contractor shall also provide unit pricing for the additional cost to trench and backfill for the installation of communication companies' conduit. BED shall pay for cost of excavating its portion of the trench and communication companies shall each pay their cost for their conduit. All applicable DPW fees incurred by the trench utilized by communication companies shall be included in their cost.

When there is a need to re-route section(s) of the proposed ductbank or conduit system, add or delete section of conduits or CDR boxes, the Contractor will provide BED with the excavation/administrative fee for this work. This excavation/administrative fee and the Total Cost (\$/ft) or (\$/CDR) Unit Pricing provided in the Work Item Bid Sheet will be used for re-routing the proposed ductbank, adding or deleting section of conduits or Utility Hole from the Project per all requirements on the Project General Specifications document, BED's project drawings # D12990300, D12990400, D12990600, D12990700, D12990900 and all attached documents. The addition, deletion or any modification to the proposed project must be approved in writing by BED's Director of Engineering.

Any addition or subtraction amounts to the project from this point forward will have to be done in the form of change orders that would need to be agreed upon by both parties in writing before the affected work begins. Any changes that deviate out in the field from the technical specifications, drawings or purchase order require prior approval by Burlington Electric Department in the form of a Change Order to the original purchase order agreement. If the Change Order is not secured by the Contractor before the work begins, then Burlington Electric Department is not responsible for any of the material or work performed by said contractor. If said unauthorized work would have resulted in a credit for Burlington Electric Department, then the Unit Pricing Work Sheets provided in the RFP will be used to determine the credits used for deduct. If the work that was done would have resulted in an extra cost to Burlington Electric Department, the contractor will not be receiving any payment for goods or services due to this non compliance of unauthorized work.

CONTRACTOR: \_\_\_\_\_



**Sunset Cliffs Rebuild**  
**Work Item Bid Sheets**

| DESCRIPTION   | Estimated Distance (ft) | Estimated Quantities | Trench Backfill Cost (\$) (A) | Restoration Cost (\$) (B) | Conduits & Installation Cost (\$) (C) | Total Cost (\$/ft) (A+B+C)/ft | Utility hole installation Cost (\$) (D) | Total BED Cost = A+B+C+D (\$) (S) | Total CCI Cost = A+B+C+D (\$) (S) | Total BT Cost = A+B+C+D (\$) (S) | Total CC Cost = A+B+C+D (\$) (S) |
|---|-------------------------|----------------------|-------------------------------|---------------------------|---------------------------------------|-------------------------------|---|-----------------------------------|-----------------------------------|----------------------------------|----------------------------------|
| P3709 to HH#331: (2) 4 inch PVC SCH 80 BED conduits                 | 155                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| P3709 to BT Box #1: (1) 2 inch BT Poly Pipe                         | 160                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| P3709 to CC Ped #1: (1) 3 inch PVC SCH 40 CC conduit                | 155                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| Intercept 2 inch PVC conduit at old P3710 and re-route to BT Box #1 |                         | 1                    |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| Intercept 2 inch PVC conduit at P3710 and re-route to CC Ped #1     |                         | 2                    |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| NewP3711 to #36 SSC: (1) 2.5 inch SCH 80 BED Conduit                | 230                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| NewP3711 to #36 SSC: (1) 1 inch BT Poly Pipe                        | 230                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| NewP3711 to #36 SSC: (1) 2 inch SCH 40 CCI conduit                  | 260                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| NewP3712 to #42 SSC: (1) 2.5 inch SCH 80 BED conduit                | 200                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| NewP3712 to #42 SSC: (1) 1 inch BT Poly Pipe                        | 200                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| NewP3713 to HH#332: (2) 4 inch SCH 80 BED conduits                  | 230                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| NewP3713 to BT Box #2: (1) 2 inch BT Poly Pipe                      | 235                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |
| NewP3713 to CC Ped #2: (1) 3 inch SCH 40 CC conduits                | 225                     |                      |                               |                           |                                       |                               |   |                                   |                                   |                                  |                                  |

**Sunset Cliffs Rebuild**  
**Work Item Bid Sheets**

|  |     |  |  |  |  |  |  |  |  |  |  |  |
|--|-----|--|--|--|--|--|--|--|--|--|--|--|
| NewP3714 to HH#333: (1) 2.5 inch SCH 80 BED conduit      | 155 |  |  |  |  |  |  |  |  |  |  |  |
| NewP3714 to BT Box #3: (1) 1 inch BT Poly Pipe           | 155 |  |  |  |  |  |  |  |  |  |  |  |
| NewP3714 to CC Ped #3: (1) 3 inch PVC SCH 40 CC conduit  | 155 |  |  |  |  |  |  |  |  |  |  |  |
| NewP3714 to HH#334: (2) 4 inch SCH 80 PVC BED conduits   | 210 |  |  |  |  |  |  |  |  |  |  |  |
| HH#334 to P3715: (1) 2" SCH40 PVC BED Conduit            | 3   |  |  |  |  |  |  |  |  |  |  |  |
| NewP3714 to BT Box #4: (1) 2 inch BT Poly Pipe           | 210 |  |  |  |  |  |  |  |  |  |  |  |
| BT UG Box #4 to #62 SSC: (1) 1 inch BT Poly Pipe         | 75  |  |  |  |  |  |  |  |  |  |  |  |
| NewP3714 to CC Ped #4: (1) 3 inch PVC SCH 40 CC conduit  | 210 |  |  |  |  |  |  |  |  |  |  |  |
| NewP3718 to HH#335: (2) 4 inch SCH 80 PVC BED conduits   | 25  |  |  |  |  |  |  |  |  |  |  |  |
| NewP3718 to CC Ped #5: (1) 3 inch SCH 40 PVC CC conduit  | 30  |  |  |  |  |  |  |  |  |  |  |  |
| NewP3718 to BT Box #5: (1) 2 inch BT Poly Pipe           | 240 |  |  |  |  |  |  |  |  |  |  |  |
| NewP3718 to BT Box #6: (1) 2 inch BT Poly Pipe           | 105 |  |  |  |  |  |  |  |  |  |  |  |
| HH#335 to HH#336: (2) 4 inch SCH 80 PVC BED conduits     | 240 |  |  |  |  |  |  |  |  |  |  |  |
| HH#335 to HH#337: (2) 4 inch SCH 80 PVC BED conduits     | 105 |  |  |  |  |  |  |  |  |  |  |  |
| CC Ped #5 to CC Ped #6: (1) 3 inch SCH 40 PVC CC conduit | 250 |  |  |  |  |  |  |  |  |  |  |  |

**Sunset Cliffs Rebuild**  
**Work Item Bid Sheets**

|   |     |   |  |  |  |  |  |  |  |  |  |  |
|---|-----|---|--|--|--|--|--|--|--|--|--|--|
| CC Ped#6 to #82 SSC: (1) 2.5 inch SCH 40 PVC CC conduit             | 75  |   |  |  |  |  |  |  |  |  |  |  |
| BT Box #5 to #76 SSC: (1) 1 inch BT Poly Pipe                       | 50  |   |  |  |  |  |  |  |  |  |  |  |
| BT Box #5 to #82 SSC: (1) 1 inch BT Poly Pipe                       | 75  |   |  |  |  |  |  |  |  |  |  |  |
| CC Ped #5 to CC Ped#7: (1) 3 inch SCH 40 PVC CC conduit             | 110 |   |  |  |  |  |  |  |  |  |  |  |
| NewP3719 to Sewer Pump Service: (1) 2.5 inch SCH 80 PVC BED conduit | 40  |   |  |  |  |  |  |  |  |  |  |  |
| NewP3720 to HH#338: (2) 4 inch SCH 80 PVC BED conduits              | 170 |   |  |  |  |  |  |  |  |  |  |  |
| NewP3720 to BT Box #7: (1) 2 inch BT Poly Pipe                      | 170 |   |  |  |  |  |  |  |  |  |  |  |
| NewP3720 to CC Ped #8: (1) 3 inch SCH 40 PVC CC conduit             | 165 |   |  |  |  |  |  |  |  |  |  |  |
| HH#338 to #104 SSC: (1) 2.5 inch SCH 80 PVC BED conduit             | 15  |   |  |  |  |  |  |  |  |  |  |  |
| BT Box #7 to #104 SSC: (1) 1 inch BT Poly Pipe                      | 20  |   |  |  |  |  |  |  |  |  |  |  |
| CC Ped#8 to #104 SSC: (1) 2.5 inch SCH 40 PVC CC conduit            | 25  |   |  |  |  |  |  |  |  |  |  |  |
| Intercept 2 inch PVC conduit at old P3720 and re-route to CC Ped #8 |     | 1 |  |  |  |  |  |  |  |  |  |  |
| NewP3722 to HH#339: (2) 4 inch SCH 80 PVC BED conduits              | 125 |   |  |  |  |  |  |  |  |  |  |  |
| NewP3722 to BT Box #8: (1) 2 inch BT Poly Pipe                      | 120 |   |  |  |  |  |  |  |  |  |  |  |

**Sunset Cliffs Rebuild**  
**Work Item Bid Sheets**

|  |     |    |  |  |  |  |  |  |  |  |  |  |
|--|-----|----|--|--|--|--|--|--|--|--|--|--|
| NewP3722 to CC Ped#9: (1) 3 inch SCH 40 PVC CC conduit                             | 120 |    |  |  |  |  |  |  |  |  |  |  |
| HH#339 to HH#340: (1) 2.5 inch SCH 80 PVC BED conduit                              | 40  |    |  |  |  |  |  |  |  |  |  |  |
| BT Box #8 to Old P3722: (1) 2 inch SCH 40 PVC BT conduit                           | 45  |    |  |  |  |  |  |  |  |  |  |  |
| Intercept 2 inch PVC conduit at old P3722 and connect to new conduit from BT Box#8 |     | 1  |  |  |  |  |  |  |  |  |  |  |
| CC Ped #9 to CC Ped #10: (1) 2.5 inch SCH 40 PVC CC conduit                        | 50  |    |  |  |  |  |  |  |  |  |  |  |
| HH#339 to P3723: (2) 4 inch SCH 80 PVC BED conduits                                | 80  |    |  |  |  |  |  |  |  |  |  |  |
| BT Box #8 to P3723: (1) 2 inch BT Poly Pipe  | 85  |    |  |  |  |  |  |  |  |  |  |  |
| CC Ped #9 to P3723: (1) 3 inch SCH 40 PVC CC conduit                               | 85  |    |  |  |  |  |  |  |  |  |  |  |
| Install 2" Sweeps - BT   |     | 2  |  |  |  |  |  |  |  |  |  |  |
| Install 2.5" Sweeps - CC   |     | 7  |  |  |  |  |  |  |  |  |  |  |
| Install 3" sweeps - CC   |     | 25 |  |  |  |  |  |  |  |  |  |  |
| Install 2" Sweeps - CCI  |     | 4  |  |  |  |  |  |  |  |  |  |  |
| Install 2" sweeps - BED  |     | 2  |  |  |  |  |  |  |  |  |  |  |
| Install 2.5" sweeps - BED  |     | 15 |  |  |  |  |  |  |  |  |  |  |
| Install 4" sweeps - BED  |     | 44 |  |  |  |  |  |  |  |  |  |  |
| Install BED CDR Box 24" x 36" x 24"  |     | 2  |  |  |  |  |  |  |  |  |  |  |

**Sunset Cliffs Rebuild**  
**Work Item Bid Sheets**

|                                 |  |   |  |  |  |  |  |  |  |  |  |
|---------------------------------|--|---|--|--|--|--|--|--|--|--|--|
| Install CDR Box 17" x 30" x 24" |  | 7 |  |  |  |  |  |  |  |  |  |
| Install BT 24" x 36" UG box.    |  | 1 |  |  |  |  |  |  |  |  |  |
| Install BT 17" x 30" UG box.    |  | 7 |  |  |  |  |  |  |  |  |  |
| Fees* (excavation...)           |  |   |  |  |  |  |  |  |  |  |  |
| Total Project Cost              |  |   |  |  |  |  |  |  |  |  |  |

\* Project not within City ROW. No applicable DPW fees.

P = Pole, HH = Handhole, SSC = Address on Sunset Cliff Road, BT = Burlington Telecom, CC = Comcast, CCI = Consolidated Communications, PED = Pedestal

Bid Item

Grand Total Project Cost

Total BED's Cost (not including communication work): \$ \_\_\_\_\_

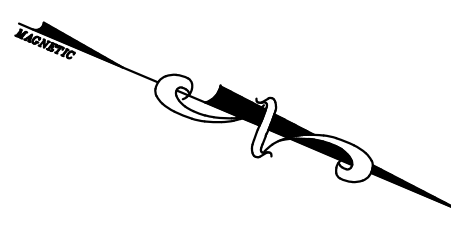
Total Consolidated Communications Cost: \$ \_\_\_\_\_

Total Comcast Cost: \$ \_\_\_\_\_

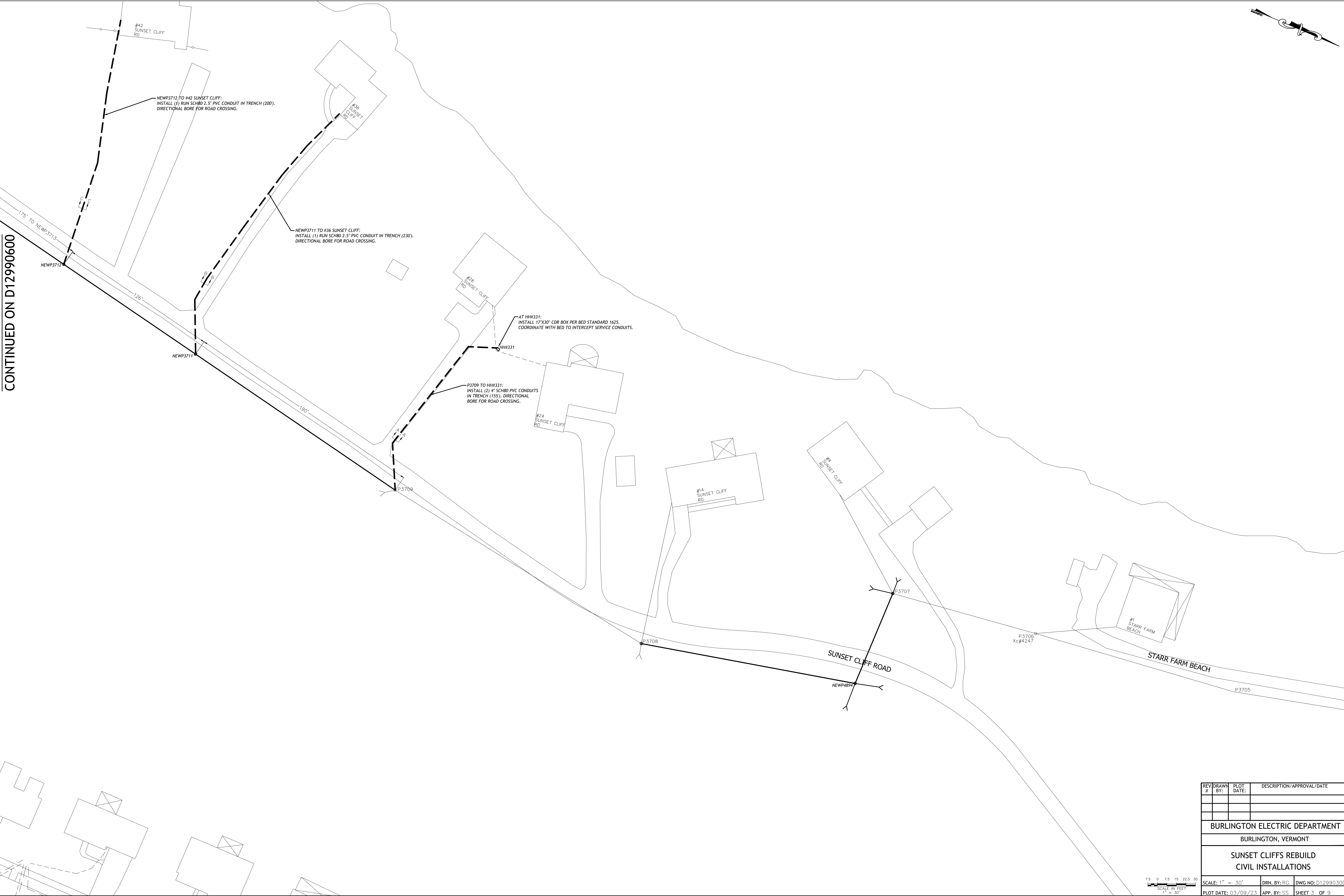
Total Burlington Telecom Cost: \$ \_\_\_\_\_

Comments/Exceptions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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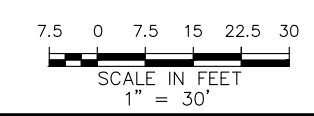
CONTRACTOR: \_\_\_\_\_

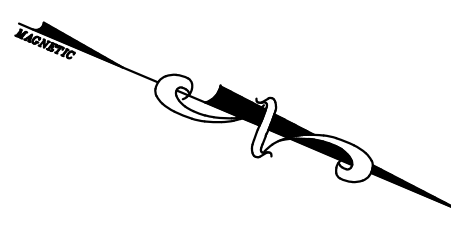


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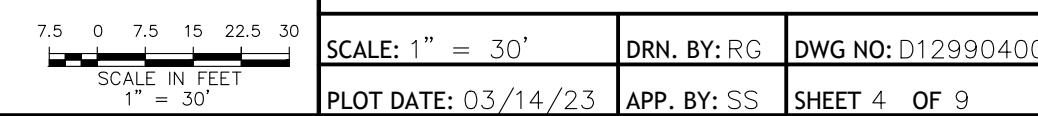
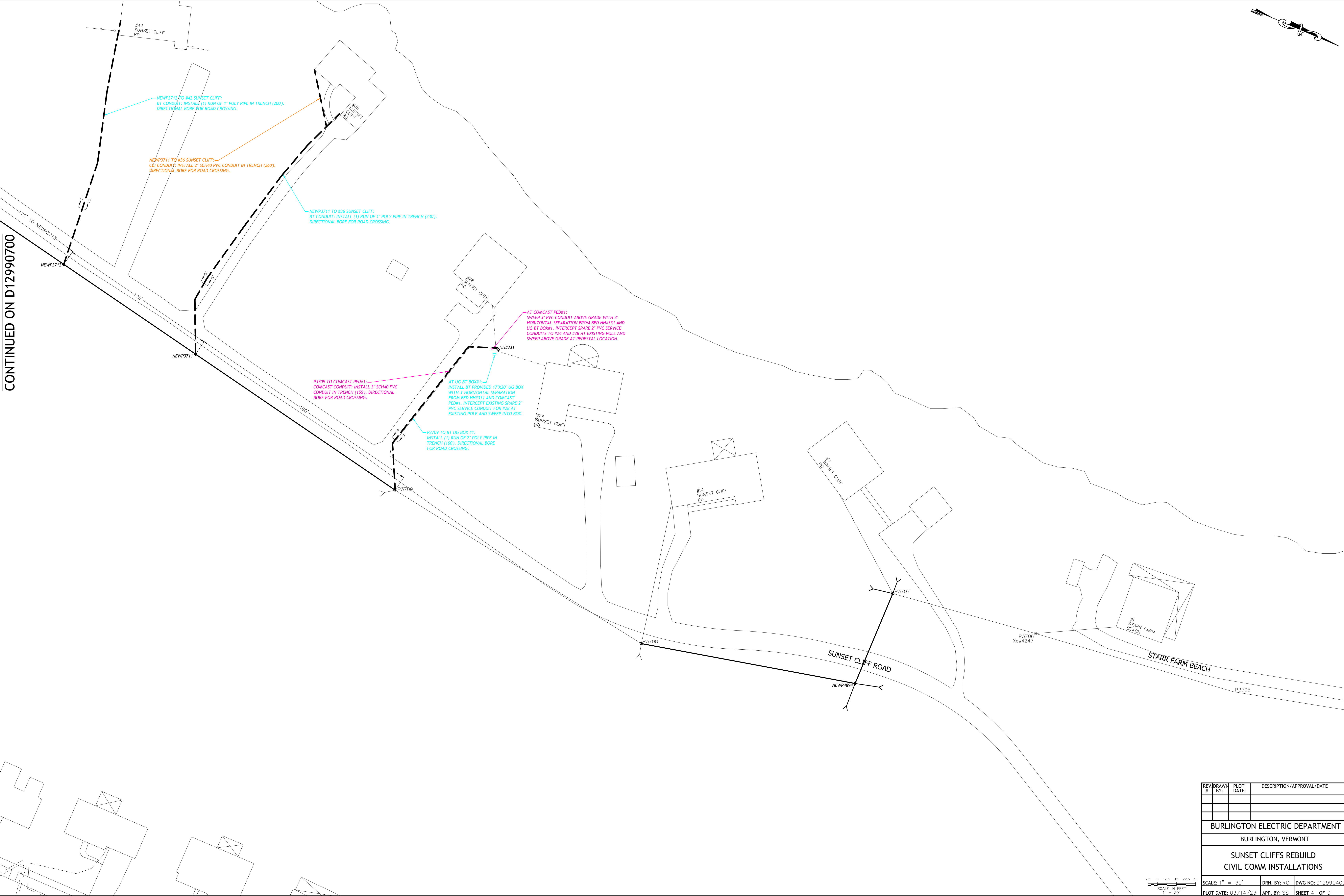


| REV #  | DRAWN BY: | PLOT DATE:  | DESCRIPTION/APPROVAL/DATE |
|--|-----------|-------------|---------------------------|
|  |           |             |                           |
| BURLINGTON ELECTRIC DEPARTMENT               |           |             |                           |
| BURLINGTON, VERMONT                          |           |             |                           |
| SUNSET CLIFFS REBUILD<br>CIVIL INSTALLATIONS |           |             |                           |
| SCALE: 1" = 30'                              |           | DRN. BY: RG | DWG NO: D12990300         |
| PLOT DATE: 03/09/23                          |           | APP. BY: SS | SHEET 3 OF 9              |

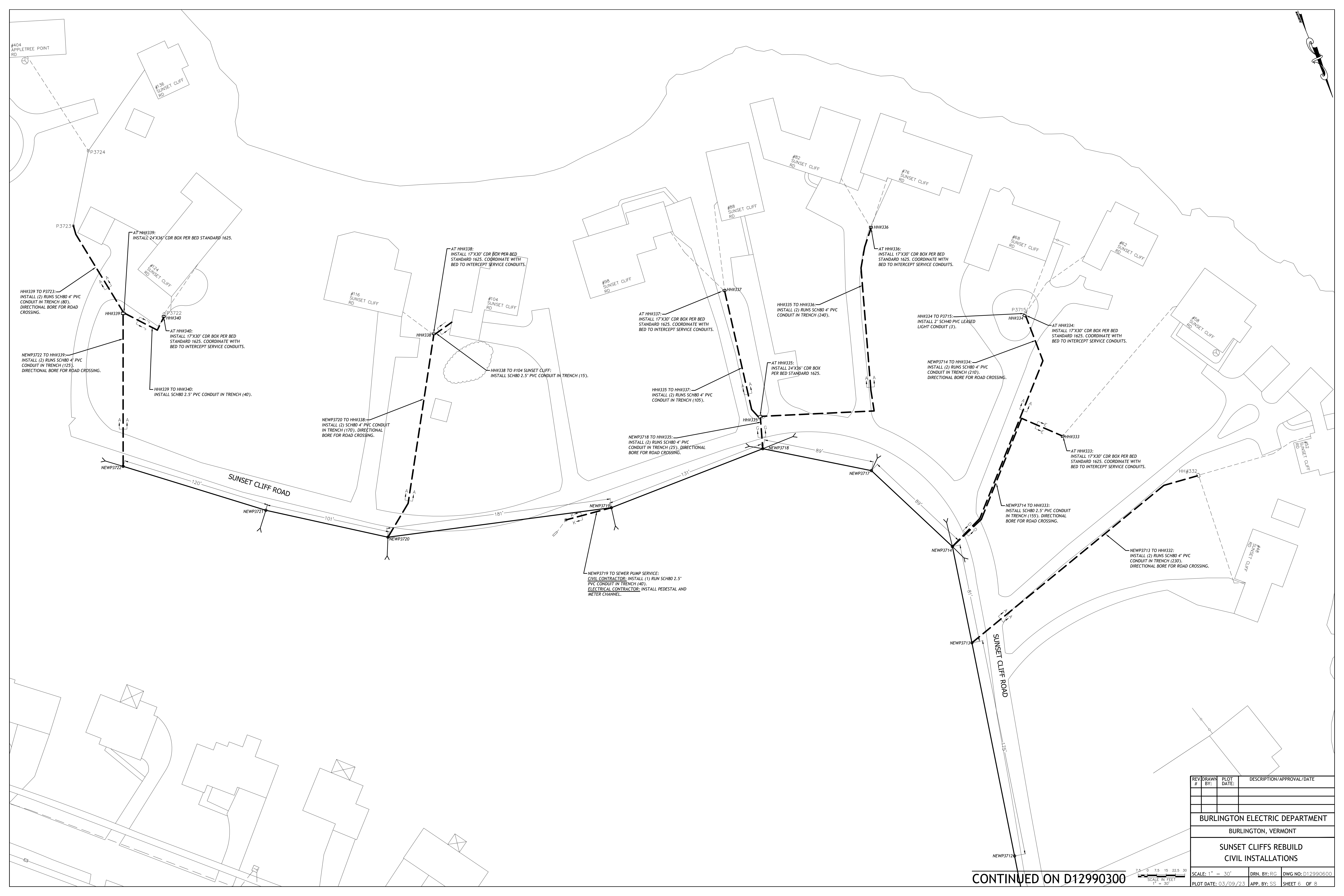




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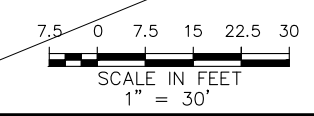


| REV #   | DRAWN BY    | PLOT DATE         | DESCRIPTION/APPROVAL/DATE |
|---|-------------|-------------------|---------------------------|
|   |             |                   |                           |
| BURLINGTON ELECTRIC DEPARTMENT                    |             |                   |                           |
| BURLINGTON, VERMONT                               |             |                   |                           |
| SUNSET CLIFFS REBUILD<br>CIVIL COMM INSTALLATIONS |             |                   |                           |
| SCALE: 1" = 30'                                   | DRN. BY: RG | DWG NO: D12990400 |                           |
| PLOT DATE: 03/14/23                               | APP. BY: SS | SHEET 4           | OF 9                      |

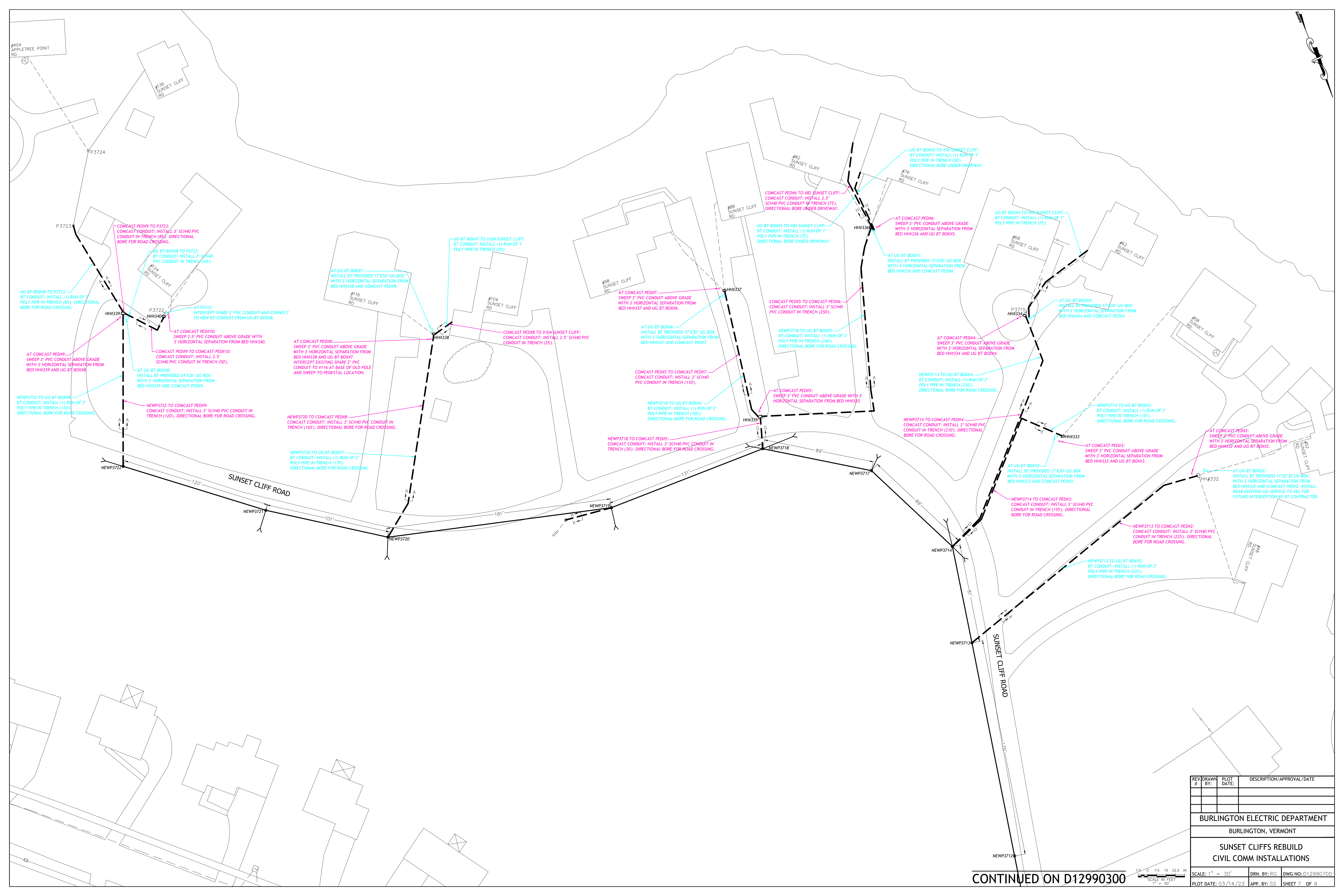


| REV #  | DRAWN BY:   | PLOT DATE:        | DESCRIPTION/APPROVAL/DATE |
|--|-------------|-------------------|---------------------------|
|  |             |                   |                           |
| <b>BURLINGTON ELECTRIC DEPARTMENT</b>                |             |                   |                           |
| BURLINGTON, VERMONT                                  |             |                   |                           |
| <b>SUNSET CLIFFS REBUILD<br/>CIVIL INSTALLATIONS</b> |             |                   |                           |
| SCALE: 1" = 30'                                      | DRN. BY: RG | DWG NO: D12990600 |                           |
| PLOT DATE: 03/09/23                                  | APP. BY: SS | SHEET 6           | OF 8                      |

CONTINUED ON D12990300

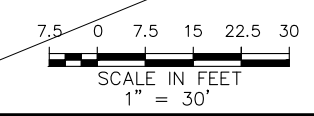


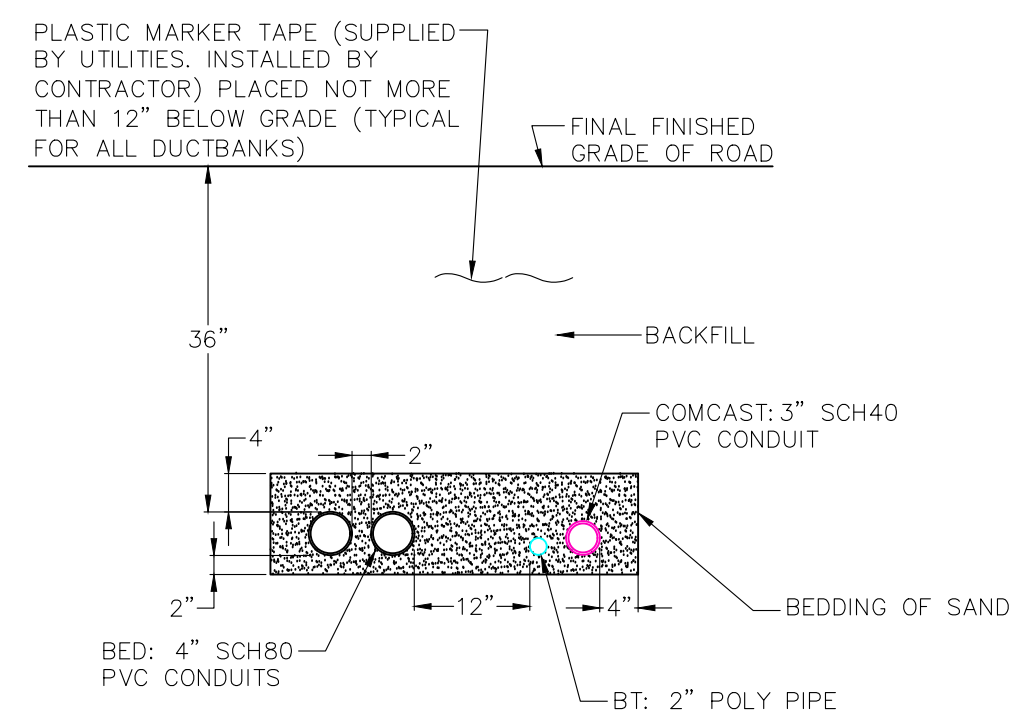




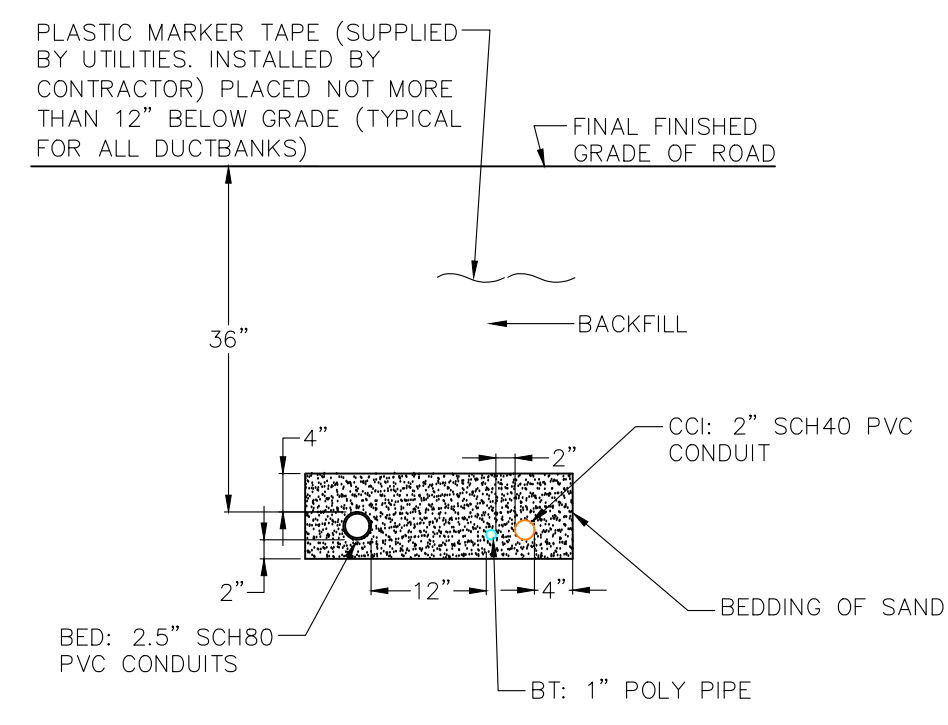
| REV/DRAWN #                           | BY:         | PLOT DATE:        | DESCRIPTION/APPROVAL/DATE |
|---------------------------------------|-------------|-------------------|---------------------------|
|                                       |             |                   |                           |
| <b>BURLINGTON ELECTRIC DEPARTMENT</b> |             |                   |                           |
| <b>BURLINGTON, VERMONT</b>            |             |                   |                           |
| <b>SUNSET CLIFFS REBUILD</b>          |             |                   |                           |
| <b>CIVIL COMM INSTALLATIONS</b>       |             |                   |                           |
| SCALE: 1" = 30'                       | DRN. BY: RG | DWG NO: D12990700 |                           |
| PLOT DATE: 03/14/23                   | APP. BY: SS | SHEET 7           | OF 9                      |

CONTINUED ON D12990300

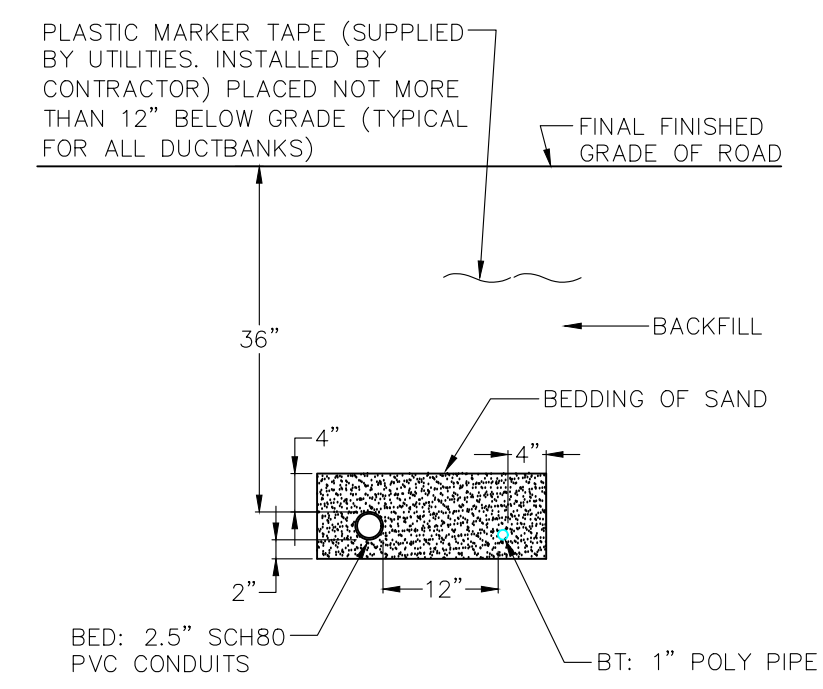




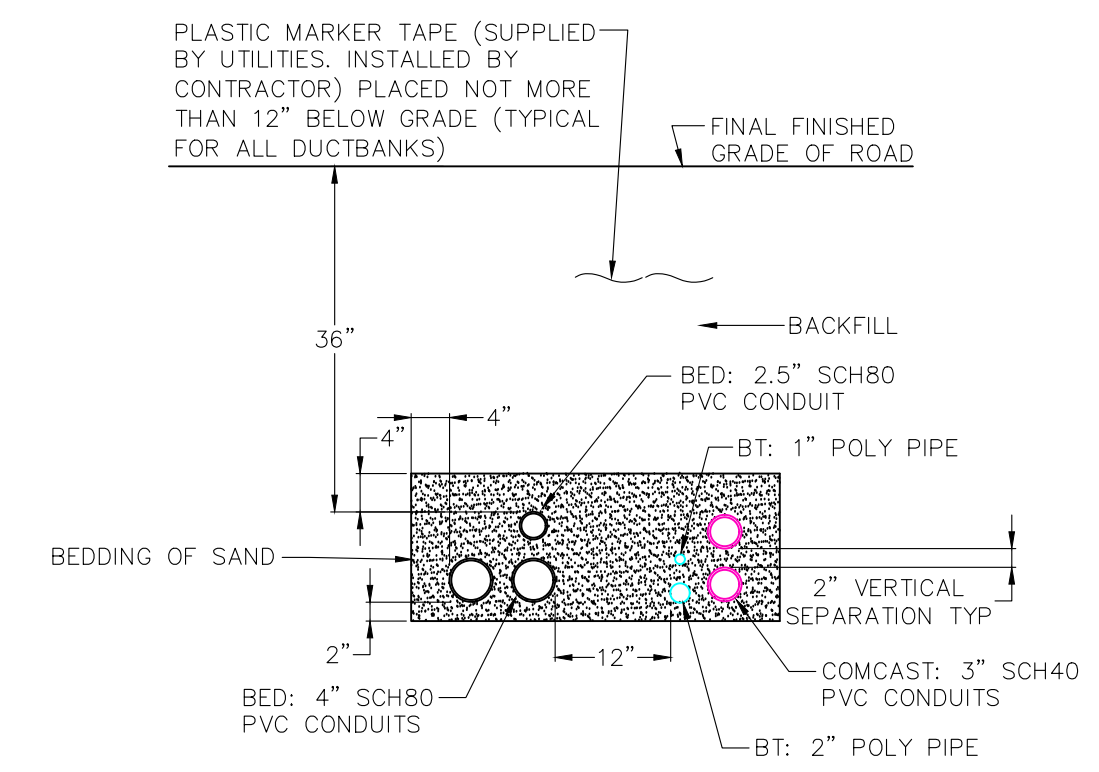
**SECTION A-A**  
1:20



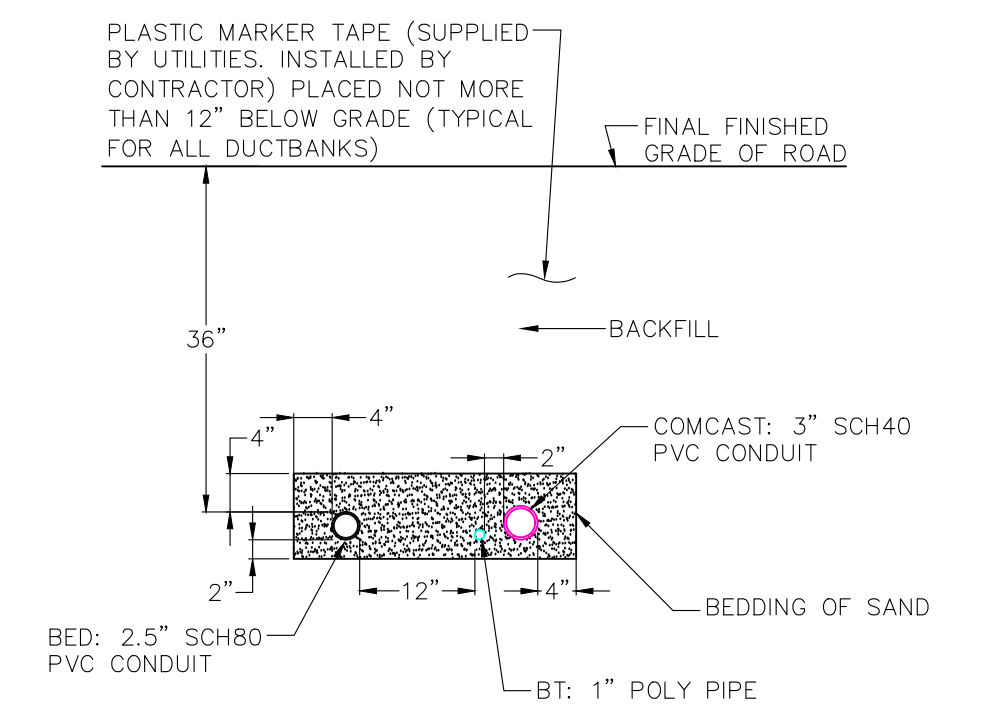
**SECTION B-B**  
1:20



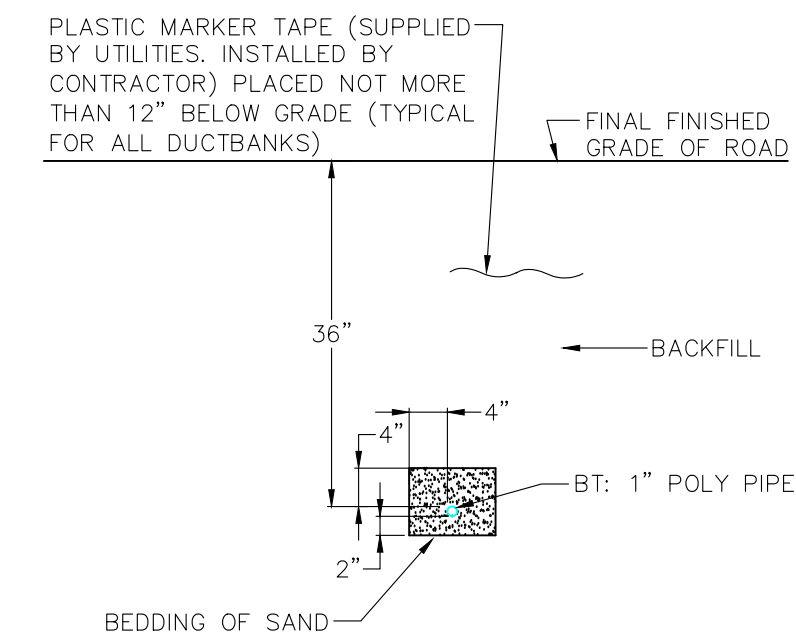
**SECTION C-C**  
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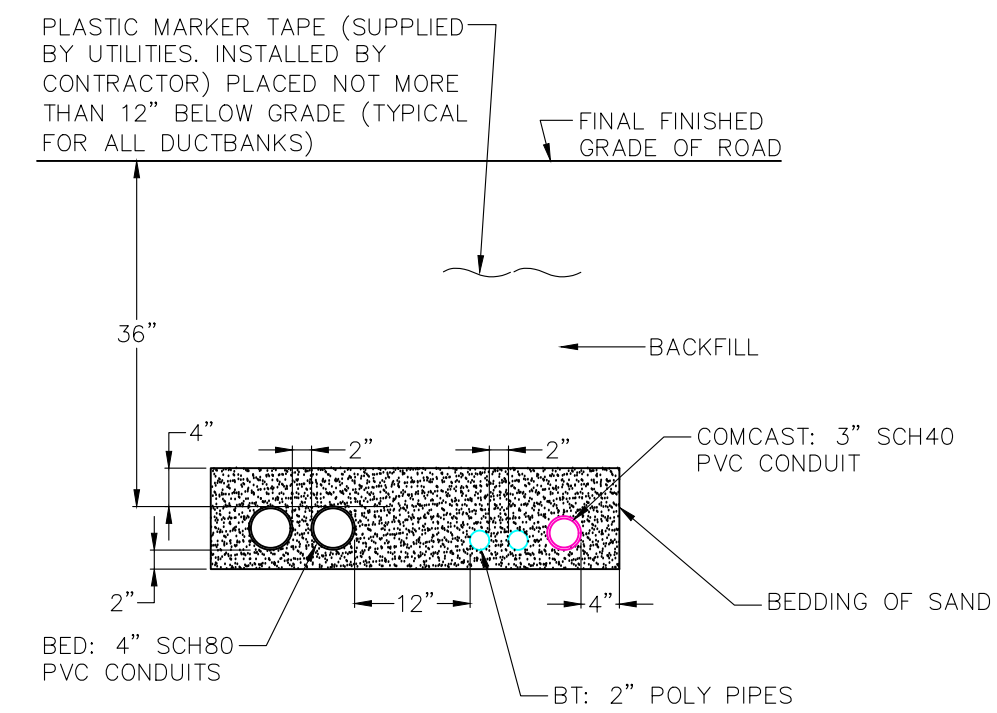
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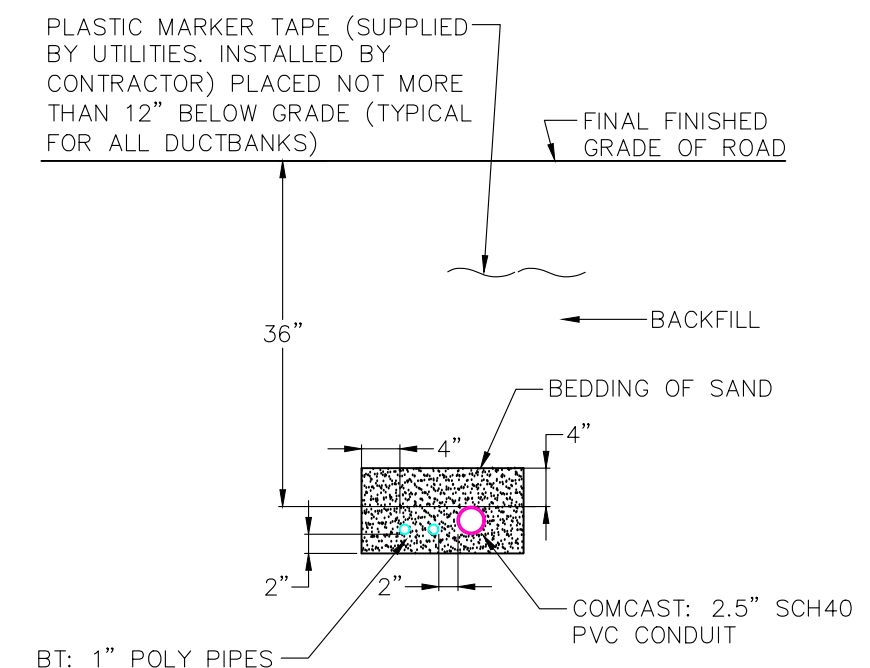
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1:20



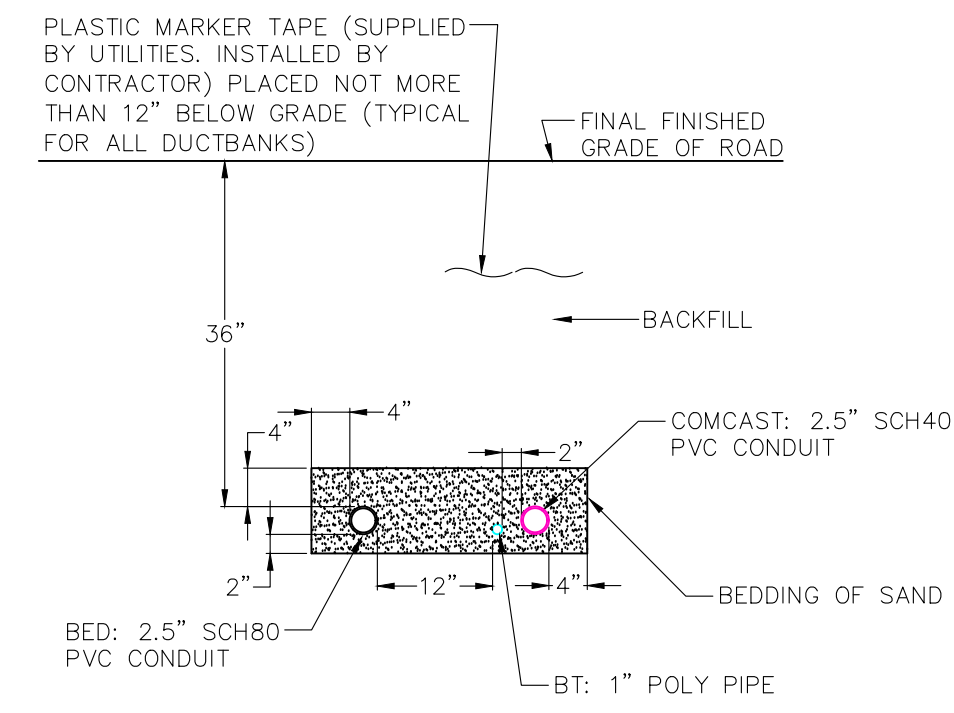
**SECTION F-F**  
1:20



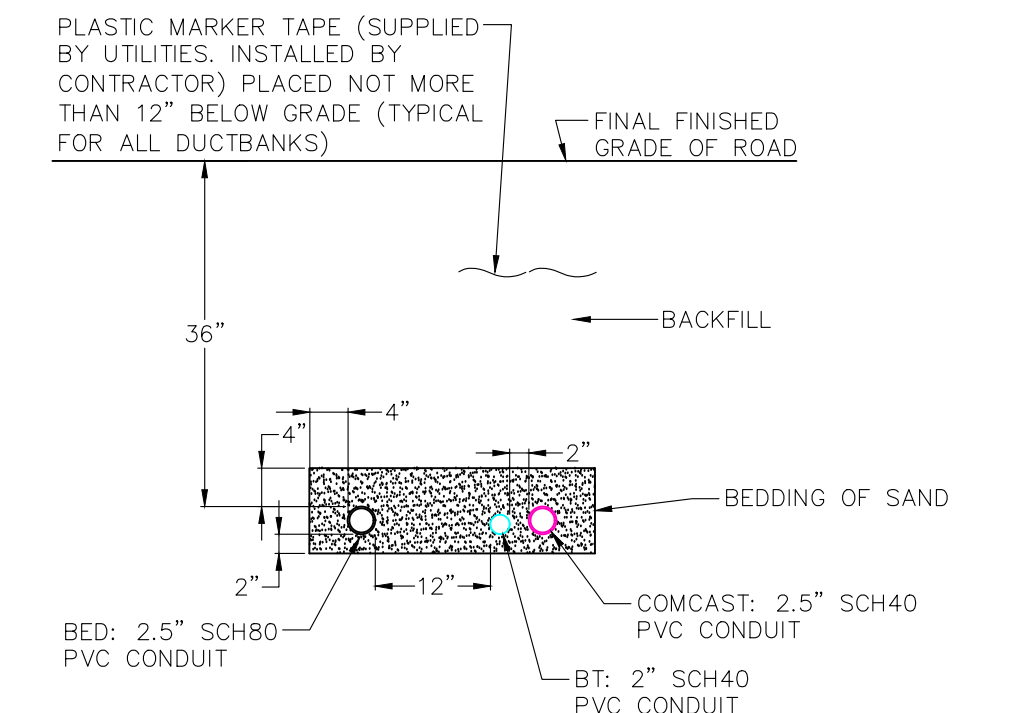
**SECTION G-G**  
1:20



**SECTION H-H**  
1:20







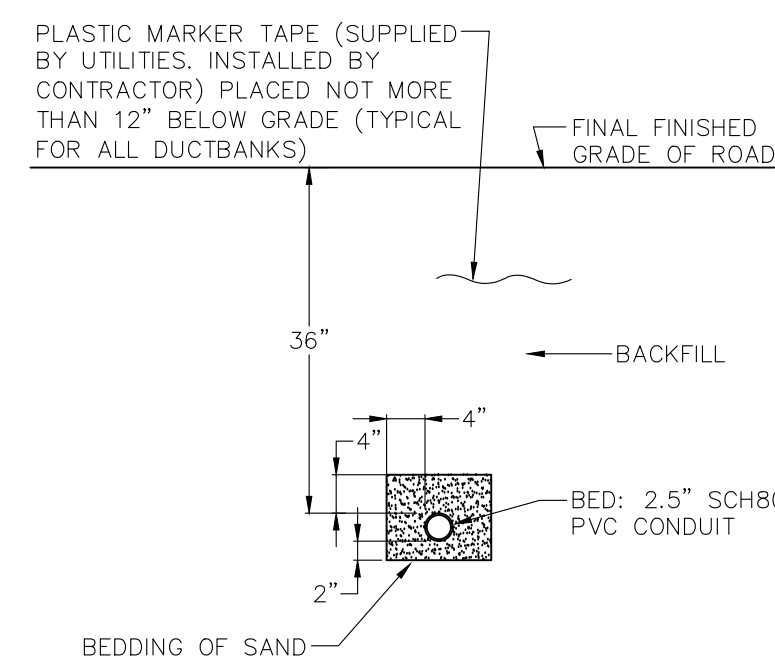
**SECTION I-I**  
1:20



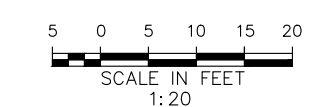
**SECTION J-J**  
1:20

**LEGEND**

-  BED CONDUITS
-  BURLINGTON TELECOM CONDUIT (BT)
-  COMCAST CONDUIT
-  CONSOLIDATED COMMUNICATIONS CONDUIT (CCI)



**SECTION K-K**  
1:20



| REV #                                 | DRAWN BY:   | PLOT DATE:        | DESCRIPTION/APPROVAL/DATE |
|---------------------------------------|-------------|-------------------|---------------------------|
|                                       |             |                   |                           |
| <b>BURLINGTON ELECTRIC DEPARTMENT</b> |             |                   |                           |
| <b>BURLINGTON, VERMONT</b>            |             |                   |                           |
| <b>SUNSET CLIFFS REBUILD SECTIONS</b> |             |                   |                           |
| SCALE: 1:20                           | DRN. BY: RG | DWG NO: D12900900 |                           |
| PLOT DATE: 03/13/23                   | APP. BY: SS | SHEET 9           | OF 9                      |

**BURLINGTON ELECTRIC DEPARTMENT (B.E.D.)**

**MINIMUM INSURANCE REQUIREMENTS: TYPE 3  
Contractor's Order**

**1.1** Contractor shall purchase and maintain insurance coverage for not less than the following limits:

| <u>COVERAGE</u>  | <u>MINIMUM LIMIT</u>                                    |
|--|---|
| a. <b>Commercial General Liability:</b><br>Bodily Injury and Property Damage | \$1,000,000 each occurrence<br>\$2,000,000 in aggregate |
| c. <b>Automobile Liability:</b><br>Bodily Injury and Property Damage         | \$1,000,000 combined single<br>limit                    |

I. Each Claim Aggregate Limit of Liability: \$5,000,000  
(Aggregate for Each and Every Claim including Claims Expenses)

II. Each Event Aggregate Limit of Liability: \$5,000,000  
(Aggregate for Each and Every Claim Event)

**1.2** Contractor shall purchase and maintain such comprehensive general liability and other insurance as set forth above which will provide protection from claims arising from the result of Contractor's performance and furnishing of services outlined in the awarded Purchase Order and/or Contract, whether it is performed or furnished by Contractor or by anyone directly or indirectly employed by the Contractor to perform or furnish any of the work outlined in the Purchase Order and/or Contract. The Contractor shall hold B.E.D. harmless for any and all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of, work assigned/related to the awarded contract.

**1.3** Contractor shall provide B.E.D. with a certificate of insurance for coverages set forth above which shall not be subject to cancellation without at least thirty (30) days advance written notice to B.E.D. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Forward certificate of insurance to Burlington Electric Department, 585 Pine St., Burlington, VT 05401, Attention: Director of Purchasing & Facilities.

**1.4** Any claim in excess of limits set forth above or which are not covered by the Contractor's comprehensive general liability, automobile liability, or worker's compensation insurance are the sole responsibility of the Contractor.

**1.5** B.E.D. and/or any affiliated or subsidiary companies shall be recognized as additional insureds with respect to insurance. Coverage provided by the contractor shall be primary to any other valid and collectible insurance available with respect to B.E.D. as additional insured.

## Burlington Livable Wage Ordinance

**These Documents are not needed now. Only advisory of what will be required upon award of successful and awarded response to this RFP**

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ ("the Contractor") in connection with a contract for \_\_\_\_\_ services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Consultant

Subscribed and sworn to before me:

Date \_\_\_\_\_

\_\_\_\_\_  
Notary

— A copy of the ordinance follows this Certification —

**ATTACHMENT D - CONTINUED**

**NOTE: This ordinance only applies for contracts over \$15,000.**

ARTICLE VI. LIVABLE WAGES

**21-80 Findings and purpose.**

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

**21-81 Definitions.**

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.
- (c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.
- (d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

- (1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she spends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;
- (2) An employee who is employed by a grantee who spends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."
- (e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.
- (f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.
- (g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)
- (h) *Livable wage* has the meaning set forth in Section 21-82.
- (i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.
- (j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

**21-82 Livable wages required. (FY 19 update)**

- (a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:
- (1) For a covered employer that provides employer assisted health care, the livable wage shall be at least thirteen dollars and ninety-five cents (**\$14.52**) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least fifteen dollars and eighty-three cents (**\$16.20**) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

**21-83 Applicability.**

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(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

**21-84 Enforcement.**

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(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its



subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;
- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing

officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

- (e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.
- (f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.
- (g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.
- (h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.
- (i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:
  - (1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;
  - (2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;
  - (3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;
  - (4) Reinstatement in employment and/or injunctive relief; and
  - (5) Reasonable attorneys' fees and costs.
- (j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

**21-85 Other provisions.**

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- (a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section 21-84.
- (b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.
- (c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.
- (d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.
- (e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.
- (f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

**21-86 Exemptions.**

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An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship; and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

**21-87 Severability.**

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

**21-88 Annual reporting.**

On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article; and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

**21-89 Effective date.**

The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

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## Burlington Outsourcing Ordinance

These Documents are not needed now. Only advisory of what will be required upon award of successful and awarded response to this RFP

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Contractor) and in connection with \_\_\_\_\_ (City contract/project/grant), hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 20 .

By: \_\_\_\_\_  
Duly Authorized Agent

Subscribed and sworn to before me: \_\_\_\_\_  
Notary

— A copy of the ordinance follows this Certification —

**ATTACHMENT E – CONTINUED**

**NOTE: This ordinance only applies for contracts over \$50,000.**

**BURLINGTON’S OUTSOURCING ORDINANCE**

**ARTICLE VII. OUTSOURCING**

**21-90 Policy.**

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

**21-91 Definitions.**

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

**21-92 Implementation.**

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

**21-93 Exemption.**

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer’s communication to such board.

(Ord. of 11-21-05/12-21-05)

**21-94 Enforcement.**

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

**21-95—21-99 Reserved.**



## Burlington Union Deterrence Ordinance

These Documents are not needed now. Only advisory of what will be required upon award of successful and awarded response to this RFP

Certification of Compliance with the City of Burlington's  
Union Deterrence Ordinance

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Contractor)  
and in connection with \_\_\_\_\_ (City contract/project/grant), hereby  
certify under oath that \_\_\_\_\_ (Contractor) has not advised the conduct of  
any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence  
services in violation of the City's union deterrence ordinance.  
Dated at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Duly Authorized Agent

Subscribed and sworn to before me: \_\_\_\_\_  
Notary

— A copy of the ordinance follows this Certification —

**ATTACHMENT F – CONTINUED**

**BURLINGTON’S UNION DETERRENCE ORDINANCE**

**ARTICLE VIII. UNION DETERRENCE**

**21-100 Policy.**

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.  
(Ord. of 3-27-06/4-26-06)

**21-101 Definitions.**

- (a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.
- (b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.
- (c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:
  - 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
  - 2) Have supervisors force workers to meet individually with them to discuss the union;
  - 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
  - 4) Discipline or fire workers for union activity;
  - 5) Train managers on how to dissuade employees from supporting the union.
- (d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

**21-102 Implementation.**

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
  - 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.

- 2) Advertises union deterrence services as specialty services;
  - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

**21-103 Enforcement.**

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- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

**21-104—21-110 Reserved.**

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**TERMS and CONDITIONS**

1. These Terms and Conditions, together with the purchase order and/or contract issued by the Burlington Electric Department's (B.E.D.) Purchasing Office, constitute the entire agreement between B.E.D. and the supplier/contractor. Any modification to said agreement shall be submitted in writing by the party seeking said modification, to the other party. Said modification shall be agreed upon in writing by both parties in order for it to be enforceable. Absent said written modification, this form and said purchase order shall exclusively control the terms of the agreement between the parties.
2. Except as herein provided, no purchases ordered by unauthorized individuals shall be enforceable against B.E.D. Only individuals expressly designated as those vested with the authority to purchase on behalf of B.E.D. shall be considered persons possessing binding purchasing authority. Agreements entered into with unauthorized individuals shall be void and B.E.D. shall not be liable for any such unauthorized agreements.
3. Sellers, suppliers and contractors shall not assign, delegate, transfer, convey, sublet, or otherwise dispose of their rights, titles, interests or obligations under this contract, or their power to execute such contract to any other person, firm or corporation, without the previous written consent of B.E.D.'s Purchasing Office.
4. The parties to this agreement hereby agree that this contract is subject to the laws of the State of Vermont. The parties to this agreement further agree that Vermont's version of the Uniform Commercial Code, found in Title 9A of Vermont Statutes Annotated, shall apply.
5. B.E.D. may return any materials which are defective, unsatisfactory, or of inferior quality or workmanship, or fail to meet specifications or other requirements of this order.
6. B.E.D. reserves the right to cancel this order if goods are not shipped as directed. B.E.D. reserves the right to terminate its obligations under this order or any part hereof if any delivery/awarded service is not made in the time provided or, if no time is specified, within a reasonable time or if the material that is delivered/service provided is not as specified.
7. Seller shall ship in accordance with any instructions from B.E.D. and the requirements of common carriers to secure the lowest transportation costs. No shipments are to be made C.O.D., nor shall any such shipments be accepted. When goods or materials are shipped F.O.B. point of shipment, all freight charges are to be PREPAID by the Seller and added to the invoice total. An original copy of paid express or freight bill shall be attached to the invoice.
8. Seller shall furnish a packing slip with all shipments showing the purchase order number, seller name, catalog numbers, quantities (including back orders) and a full description of materials shipped.
9. Contractor shall furnish current Certificate of Insurance as outlined by B.E.D.'s Insurance Requirement Contractor's Order, a copy of which will be provided by B.E.D.'s Purchasing Office to the Seller. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Seller shall be liable for any and/or all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of work assigned/related to the awarded contract.
10. The contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of, and compliance with, the requirements of the "Dig Safe" program (30 V.S.A. §7001 et seq. and Vermont P.S.B. Rule 3.800). Contractor is responsible for working around existing utilities and agrees to indemnify and hold B.E.D. harmless for any damages to such utilities except for such damages whose sole proximate cause is due to negligence by B.E.D.
11. Seller shall follow all B.E.D. Safety Rules, a copy of which shall be provided, as well as follow good utility practices on details not covered in specification documents with preference given to B.E.D. Standard practices if suitable. Seller is responsible for following all applicable EPA/VOSHA/OSHA/NEC and NEC rules and regulations.
12. When the contract is awarded to provide services, the cost of service shall be a fixed fee or a time and material basis with a Not To Exceed amount. Expenses shall be billed at cost unless otherwise specified on the awarded contract. Seller shall furnish an invoice detailing Purchase Order number, scope of work, mileage and other expenses. If the contract is awarded on a time and material basis, the invoice shall also include dates worked, name of personnel, number of labor hours worked (traveled if chargeable), rate per hour and total labor, equipment rental hours and rates and materials. Seller shall be responsible to obtain all necessary permits and copies shall be furnished with each invoice. Seller shall also furnish documentation of all reimbursable expenses with each invoice.
13. Unless otherwise specified, payments shall be made on partial deliveries accepted by B.E.D. when the amount due on such deliveries so warrants. Progressive billing for services rendered shall be accepted unless fixed fee is quoted. Where there is a question of non-performance involved, payment in whole or part against which to charge back any adjustment required, shall be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive B.E.D. from taking such discount.
14. In accordance with city regulations, invoices for completed purchase orders must be received by B.E.D.'s Accounts Payable by the 27th of each month to assure payment by approximately the 15th of the following month. Invoices received after that date shall be carried forward to the following month.
15. **All invoices shall be mailed to the ATTENTION of B.E.D.'s Accounts Payable.** Inquiries regarding the status of unpaid invoices shall likewise be directed to B.E.D.'s Accounts Payable.