



Request for Bids (RFB)

**RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC Bid 1**

Date of Issuance:
April 14, 2026

Due Date:
May 6, 2026
2:00 p.m.

Contact:
Larry Lackey
Director of Engineering & Environmental Compliance
(802) 338-8106
llackey@btv.aero

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ATTACHMENTS:

- A) BID FORM
- B) CITY OF BURLINGTON REQUIRED FORMS
 - Certification of Compliance w/ Outsourcing Ordinance
 - Certification of Compliance w/ Union Deterrence ordinance
 - Certificate of Living Wage
 - Certificate as to Corporate Principal / Warranty Bond
 - Non-Collusion Affidavit of Prime Bidder
 - State of Bidder's Qualifications
 - Contractor's Certification of Eligibility
 - Certification of Non-Segregated Facilities
 - Safety Responsibility Covenant
 - Performance Bond
 - Labor & Materials Bond
- C) BID BOND
- D) CITY OF BURLINGTON STANDARD FORM CONSTRUCTION CONTRACT & PROVISIONS FOR CONSTRUCTION CONTRACTS
- E) CITY OF BURLINGTON PRE-QUALIFICATION OF CONSTRUCTION CONTRACTORS' APPLICATION
- F) REQUIRED FEDERAL CONTRACT PROVISIONS

TECHNICAL SPECIFICATIONS (SEPARATE DOCUMENT)
DRAWINGS (SEPARATE DOCUMENT)

ADVERTISEMENT FOR BIDS
RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC Bid 1

SOUTH BURLINGTON, VERMONT

Sealed Bids for the **Residential Sound Insulation Program** will be received in person at the Office of the Director of Aviation, Patrick Leahy Burlington International Airport until **2:00p.m. local time on Wednesday, May 6, 2026**. On that day and at that time, the bids will be opened publicly onsite at the Project NexT large conference room at the Patrick Leahy Burlington International Airport, to confirm that all requirements have been met and the Contractor's proposal will advance to the evaluation stage.

Bids shall be submitted with the title "**BTV RSIP OLDCC Bid 1, Bid**". All bids must be hard copy with original signatures to:

Larry Lackey, Director of Planning, Engineering and Sustainability
Patrick Leahy Burlington International Airport
1200 Airport Rd, Suite #1
South Burlington, VT 05403

The work generally consists of sound insulation treatments for up to 39 residential properties in Burlington, South Burlington and Winooski, VT. The scope of work for each home may include but is not limited to; window and door replacement, HVAC system installation and associated electrical work, insulation, drywall installation, and finish carpentry and painting.

The project includes a Base Bid. Contractors must be bonded and insured to the level indicated in the Contract Documents. Contractors must be pre-qualified by the City of Burlington prior to submitting bids.

Bid Documents will be available for free download only at <http://www.btvsound.com/> on or after **April 14, 2026**. All bidders shall note any Addenda that may be issued to clarify, correct or change the Bid Documents will be placed on this site. It is the bidder's responsibility to ensure they have viewed any addenda that may be issued.

A **virtual** non-mandatory pre-bid conference will be held on **Tuesday April 21, 2026 at 11:00 AM**. This will be your opportunity to learn more about the scope of the project. **Bidders will not be able to access the individual homes during the bid process. Attempting to contact property owners will be considered a violation of the bid process and your bid may be disqualified.**

MEETING INFORMATION:

Microsoft Teams meeting Join:
<https://teams.microsoft.com/meet/224170039367301?p=ZB0PA7orPjLOf15bAI>

Meeting ID: 224 170 039 367 301 Passcode: C8yY2SN9

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
OLDCC Bid 1

Technical questions shall be directed to Nadia Melim, The Jones Payne Group, Inc. via e-mail: nmelim@jonespayne.com. Persons with disabilities who require assistance or special arrangements to participate in any pre-bid activities are encouraged to contact the Airport at (802) 863-2847 at least 72 hours in advance so that proper arrangements can be made

It is the intention of the Owner to issue a notice-to-proceed for this work within 30 days of bid opening.

Bidders are to ensure they have fulfilled the **annual requirement** of pre-qualification with the City of Burlington by submitting the City of Burlington's ***Pre-Qualification of Construction Contractors Application*** form to the Director of Engineering, Larry Lackey, Patrick Leahy Burlington International Airport, 1200 Airport Drive #1, South Burlington, Vermont 05403, or LLackey@btv.aero. This form must be submitted **five (5) days before this bid is due** (unless the bidder has already fulfilled this annual requirement). In addition to the City of Burlington Pre-qualification, each bidder shall furnish the completed **Statement of Bidder's Qualifications** form (see Bid Documents) at the time of bid opening.

Attention of bidders is also called to the conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The Contractor shall not be presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects.

The Contractor shall certify they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352.

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

The Contractor shall not use products or services from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Bidders shall also be fully aware of the Federal Requirements contained within the bid documents.

The City of Burlington reserves the right to reject any and all bids, to waive any technical or legal deficiencies and to accept any bid that it may deem to be in the best interest of the Airport. No bidder may withdraw his bid for a period of 180 days following the bid opening.

INSTRUCTIONS TO BIDDERS

Bidders should furnish with their bids the following materials:

- Bid Form
- Certification of Compliance w/ City of Burlington's Outsourcing Ordinance
- Certification of Compliance w/ City of Burlington's Union Deterrence Ordinance
- Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance
- Certificate as to Corporate Principal / Warranty Bond
- Non-Collusion Affidavit of Prime Bidder
- Statement of Bidder's Qualifications
- Contractor's Certification of Eligibility
- Certification of Non-Segregated Facilities
- Bid Bond

INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to **Nadia Melim, Project Architect at nmelim@jonespayne.com**. Any inquiry received three or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents. It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any. All such Addenda shall become part of Contract and each Bidder shall be bound by such Addenda, whether or not received by the Bidder.

ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested.

BIDS

Each bid must be submitted on the prescribed bid form. All blank spaces must be filled in as noted by typing or in ink. Bids must give the prices proposed both in words and figures and no changes shall be made in the forms or in the items mentioned therein. Erasure and other changes in the bid must be explained or noted over the signature of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.

The bidder shall sign the bid in the blank space provided for this purpose. If the bid is made by a partnership, or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must submit a certification regarding Equal Employment opportunity, similar to that submitted by the bidder. **Approval of the subcontractor award cannot be given by the owner unless and until the proposed subcontractor has submitted the certification and/or other evidence that it has fully complied with any reporting requirements to which it is or was subject.**

Although the bidder is not required to attach such certification by proposed subcontractors to his bid, the

bidder is herein advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

The City of Burlington may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may at its option waive any informalities, or accept or reject any and all bids. Any bid received after the time, date and place specified shall not be considered.

BID BOND

Each bidder shall submit a bid bond in the amount of 5% of their total bid with their bid documents.

NON-COLLUSION AFFIDAVIT

Each bidder submitting a bid to the City of Burlington for any portion of the work contemplated by the documents on which bidding is based, shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form herein provided in the section SUBCONTRACTS under General Conditions.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, as noted in the Form of Bid, submit on the form furnished for that purpose (a copy of which is included in the Bid Documents), a statement of the bidder's qualifications, his experience record in constructing the type of improvements embraced in the Contract, and his organization and equipment available for the work contemplated; and, when specifically requested by the City of Burlington shall also submit a detailed financial statement. The City of Burlington shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract and the bidder shall furnish the City of Burlington all such information and data for this purpose as it may request. The right is reserved to reject any bid as non-responsive where an investigation of the available evidence or information does not satisfy the City of Burlington that the bidder is qualified to carry out properly the terms of the Contract.

CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the bidder.

TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

OPENING OF BIDS

Sealed Bids for the Residential Sound Insulation Program, Phase 5 will be received at the Office of the Director of Aviation, Patrick Leahy Burlington International Airport to Larry Lackey on **Wednesday, May 6, 2026 before 2:00 PM, local time**, and there, at said office, at said time, be confirmed and acknowledged, that all requirements have been met and the Contractor's proposal will advance to the evaluation stage.

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
OLDCC Bid 1

Bids shall be submitted with the title "BTV RSIP OLDCC Bid 1, Bid". All bids must be hard copy with original signatures to:

Larry Lackey, Director of Planning, Engineering and Sustainability
Patrick Leahy Burlington International Airport
1200 Airport Rd, Suite #1
South Burlington, VT 05403

Bidders and other persons properly interested may be present by attending the following Zoom meeting.

MEETING INFORMATION:

Microsoft Teams meeting Join:

<https://teams.microsoft.com/meet/224170039367301?p=ZB0PA7orPiLOf5bAI>

Meeting ID: 224 170 039 367 301 **Passcode:** C8yY2SN9

WITHDRAWAL OF BIDS

Bids may be withdrawn on written email request dispatched by the bidder and received by the City of Burlington in time for the bid opening; provided, that the written confirmation of any withdrawal over the signature of the bidder shall be placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

AWARD OF CONTRACT, REJECTION OF BIDS

The contract will be awarded to the RESPONSIBLE BIDDER submitting the lowest qualified bid.

The bidder acknowledges that the City may (a) reduce the quantities under any bid item; or (b) delete work items altogether if such action is necessary to bring the contract price within funds available to finance the project. Such reduction of quantities or deletion of work shall not constitute a basis for withdrawal of this proposal or for adjustment of the unit lump sum prices bid. By submitting a bid hereunder, the bidder agrees to and accepts the City's right to make necessary adjustments to award a contract consistent with the funds available.

The bidder to whom the award is made will be notified at the earliest possible date. The City of Burlington, however, reserves the right to reject any and all bids or to waive any informality in submitted bid documents whenever, rejection or waiver is in its interest.

The intent is to award the contract to the responsible bidder within 30 days after bid opening.

The City of Burlington reserves the right to consider as unqualified to do the work required by these Contract Documents, and its bid non-responsive, any bidder who does not perform a minimum of 15% of the work with his own forces the portions of the work involved in construction of the improvements in these Contract Documents.

The City of Burlington will not award the Contract to any contractor who is, at the time of the award, ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and Local laws and regulations.

EXECUTION OF AGREEMENT, PERFORMANCE, LABOR AND MATERIAL BOND

The Contractor, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>.

The contract will not be executed until the Vendor is registered with the Secretary of State's Office. The successful Vendor will be expected to execute sub-agreements for each sub-Vendor named in the proposal upon award of this contract.

Prior to beginning any work, the Vendor shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions. The certificate of insurance coverage shall be documented on forms acceptable to the City.

Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Burlington the Agreement in the form included in the Contract Documents, in such number of copies as the City of Burlington shall require.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract Documents and shall bear the same date, or a date subsequent to that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the City of Burlington, authorized and qualified to do business in the State of Vermont, and listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current power of attorney for the person who signs for any surety company shall be attached to such bonds.

The failure of the successful bidder to execute such Agreement and to supply the required bonds or submit the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Burlington grant based upon reasons determined sufficient by the City of Burlington, shall constitute a default and the bidder's bid bond or guaranty shall be forfeited to the City of Burlington as liquidated damages. The City of Burlington may either award the Contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the defaulting bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. Irrespective of whether the favorable Bid is received by re-advertising, the defaulting bidder shall have no claim against

the City of Burlington for a refund.

NOTICE TO PROCEED

There will be three separate notices to proceed. An initial notice to proceed (NTP) to start shop drawings, project scheduling, material ordering, and other administrative work items will be issued by the OLDCC within fifteen (15) calendar days after the execution of the Contract by the City of Burlington. The second NTP will be for mobilization to a single property at 21 Peterson terrace. See 01 10 00 for further information. The third will be for the remaining mobilization.

AGREEMENT REQUIREMENTS

The selected Contractor will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Consultant Conditions and the attached Draft Agreement (Attachment D).

LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals, or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The City will not reimburse any person or entity for any costs incurred.

INDEMNIFICATION

Any party responding to this RFB is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this RFB will be required to indemnify, defend, and hold harmless the City, its officers and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the submission of the response.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This RFB in no way obligates the City to award a contract.

OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this RFB shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of

submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages and sections, which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

WAGES AND SALARIES

Attention of the bidders is particularly directed to the requirements concerning the payment of wage and salary rates specified in the Contract Documents, and the classification of employees.

The rates of pay set forth in the Contract Documents are the minimums to be paid during the life of the contract. It is the responsibility of the bidders to inform themselves as to local labor conditions, such as the length of work day and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates.

UNIQUE PROJECT SUPPLEMENTAL CONDITIONS

OVERVIEW

This scope of work is being undertaken in residential homes located in Burlington, South Burlington, and Winooski VT. The homeowner(s) will remain in their homes during the construction process.

The contractor must be able to secure each home at the end of every work day and residents must have access to power and water.

TECHNICAL SPECIFICATIONS

The technical specifications have been updated for this project. Please take special care to review the documents.

WORKER SAFETY

Contractor is responsible for Worker and Public Safety. The Contractor will have a safety plan for conducting work.

REGULATED MATERIALS – ASBESTOS AND LEAD PAINT

A National Emissions Standard for Hazardous Air Pollutants (NESHAP) compliant pre-renovation asbestos survey was completed for the project as well as a lead paint survey. The reports are included with the front-end project manual documents.

If suspicious materials are uncovered, cease all work in the area and contact the Architect.

PHASING

All Work is to be completed on or before the Contract Time as specified in the Instructions to Bidders.

Note the schedule presumes there will be 4 house starts per week. Upon satisfactory performance, the Contractor may increase the number of house starts per week with the permission of the City and the Architect.

Contractor has 15 working days to ensure parcels in the 70 DNL are at substantial completion, and 10 working days to ensure parcels in the 65 DNL are at substantial completion. Substantial completion is defined as all products installed and operational. See technical specifications for further details.

PRODUCTS AND PRODUCT SUBSTITUTIONS

Approved products are listed in the specifications.

Contractors are urged but not required to bid the products listed as the basis of design. No change orders will be awarded if Contractor's pricing is based on a non-approved product.

CONTINUITY OF BUILDING AND UTILITY SERVICES AND SHUTDOWNS

Shutdowns: Utilities shutdowns shall be coordinated with and approved by the Engineer at least 48 hours in advance. The Contractor shall reconnect utilities at the end of utilities shutdown period.

Costs: Pay all costs associated with utilities shutdowns including temporary housing of residents if required. No extra payment will be made for overdue work, schedule changes, or failure to complete utilities connections within authorized shutdown periods.

INSURANCE:

The Contractor, under any circumstances, shall not commence work under this Contract until he/she has obtained all the insurance required by these Specifications. The Owner shall be named as certificate holder and the Owner, the City of Burlington, shall be named as additional insured on all policies. The types and minimum amounts of the insurance to be provided by the contractor shall be as specified below.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

General Liability And Property Damage: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations	\$2,000,000
3. Personal & Advertising Injury	\$2,000,000
4. Each Occurrence	\$2,000,000
5. Damage to Rented Premises	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

Workers' Compensation: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

Bodily Injury by Accident:	\$500,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit, \$500,000 each employee

Automobile Liability: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: \$2,000,000 - Combined Single Limit for each occurrence.

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Umbrella Liability:

\$2,000,000 Each Event Limit

\$2,000,000 General Aggregate Limit

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
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ATTACHMENT A
BID FORM

**PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC BID 1 BID FORM**

The undersigned Bidder, being familiar with and understanding the Bidding documents and also having examined the project site and being familiar with all local conditions affecting the Project, including the project schedule and regulated materials hereby proposes to furnish all labor, material, equipment, supplies, and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth therein, for the sum of:

BASE _____
BID Written Amount

**BASE BID
(NUMERICAL)** _____

(Amount to be shown in both words and numbers. In the event of a difference between written amount and the number amount, the written amount shall prevail)

Bidder shall include Lump Sum Amount from Summary Sheet Below

BASE BID SUMMARY SHEET

Bidder shall fill in the applicable blank with a lump sum bid amounts. Failure to make an entry shall cause the bid to be rejected as non-responsive.

Patrick Leahy Burlington International Airport Residential Sound Insulation Program: Bid Form Phase: OLDCC Bid 1					
Parcel Number	Property Owner	Property Address		Bid Amount - Figures	Bid Amount - Words
0600-00001	Holt-Gosselin, Daniel G	1 Duval St	South Burlington		
1320-001-3	Ryan, Thomas & Nancy	1 Peterson Ter	South Burlington		
		3 Peterson Ter			
0600-00003	Acharya, Sitaram	3 Duval St	South Burlington		
0600-00005	Selin, Christine	5 Duval St	South Burlington		
0620-00005	Holmes, Michael & Lisa	5 Elizabeth St	South Burlington		
1320-00005	Deangelis, Jacob & Willis, Hannah	5 Peterson Ter	South Burlington		
		5A Peterson Ter			
0600-07-09	Havers, Erica & Jason	7 Duval St	South Burlington		
		9 Duval			
0620-00008	Richardson, Valerie & Anthony	8 Elizabeth St	South Burlington		
0620-00009	Pfeifenberger, Leopold (PJ)	9 Elizabeth St	South Burlington		
1320-00009	Sienicki, Benjamin J	9 Peterson Ter	South Burlington		
1320-00012	Maddougall, Julie & Hand, Kyle	12 Peterson Ter	South Burlington		
005-3-006-000	Mekkelsen, Jane	14 Grove St	Burlington		
		14 Hanover St			
0760-14-16	Dumont, Michael	16A Hanover St	South Burlington		
		16B Hanover St			

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1320-00016	Walker, Craig	16 Peterson Ter	South Burlington		
1435-00019	Zea, Charles & Dorine	19 Queensbury Rd	South Burlington		
1320-00021	Delibac, Jeffery	21 Peterson Ter	South Burlington		
1435-00021	Dinis, Ilia	21 Queensbury Rd	South Burlington		
1130-00040	Snow, Kim	40 Maryland St	South Burlington		
0020-00043	Tumosa, Sandra A	43 Airport Pkwy	South Burlington		
0020-00044	Fleury, Chris & Kathy	44 Airport Pkwy	South Burlington		
1130-00052	Park, Christopher J	52 Maryland St	South Burlington		
0430-00057	Stabler, Paul	57 Clover St	South Burlington		
0020-00058	Johnson, Erin & Chevette, Paul	58 Airport Pkwy	South Burlington		
0430-00060	Vawter, Devon & Parillo, Matthew	60 Clover St	South Burlington		
0020-00061	Ladd, Kathleen & Bryon	61 Airport Pkwy	South Burlington		
0990-00065	Shepard, Dana C	65 Kirby Rd	South Burlington		
005-3-004-000	Bowling, Joseph & Marnellos, Cori	91 Chase St	Burlington		
774-246-10315	Burlington Housing Authority (Alyssa Peake)	103 E Allen St	Winooski		
0020-00225	Szwaja, Marian & Sophie	225 Airport Pkwy, Unit 1	South Burlington		
		225 Airport Pkwy, Unit 2			
		225 Airport Pkwy, Unit 3			
		225 Airport Pkwy, Unit 4			
1800-00360	Corron, Norma	360 White St	South Burlington		

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0010-01141	Tilley, Frances	1141 Airport Dr	South Burlington	
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OLDCC BID 1 BID FORM

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Bidder's Name: _____

Signature and Title: _____

Address: _____

I hereby acknowledge I have received the following addenda:

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

BTV RESIDENTIAL SOUND INSULATION PROGRAM

OLDCC BID 1 BID FORM

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BASIS OF AWARD

The contract will be awarded to the RESPONSIBLE BIDDER submitting the lowest total qualified bid. The lowest bid shall be the lowest total of the bid prices on the base contract (Base Bid). If the City awards a contract, it will go to the responsible bidder who submitted the lowest bid as determined by this basis of award.

In the event there is a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern. No bid will be considered which does not contain a price for every item tabulated in the bid form. Unit prices shall govern incorrectly extended total amounts.

The above unit prices shall include all labor, materials, equipment, incidentals, expenses, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, to waive any informality in the bidding or to accept the bid deemed to be in the best interest of the Authority.

Bidder understands that award of any or all of the work described in these documents is subject to funding availability.

The bidder agrees that the Owner may reduce the quantities under any bid item or may delete work items altogether if necessary to bring the contract awarded within funds available to finance the project. Such reduction or deletion of work shall not constitute a basis for withdrawal of this proposal or for adjustment of the unit or lump sum prices bid.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract within ten (10) calendar days and deliver the Bonds as required by the Instructions to Bidders.

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
OLDCC Bid 1

ATTACHMENT B
CITY OF BURLINGTON REQUIRED FORMS

BURLINGTON'S OUTSOURCING ORDINANCE

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.

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

I, _____ on behalf of _____ (Contractor) and
in connection with the Residential Sound Insulation Program, Phase 5 Project (Project), 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 _____ this _____

By: _____
Duly Authorized Agent

Subscribed and sworn to before me _____
Notary

BURLINGTON'S UNION DETERRENCE ORDINANCE

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.

(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.

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

I, _____ on behalf of _____ (Contractor)

and in connection with the Residential Sound Insulation Program, Phase 5 Project (Project),

hereby certify under oath that

_____ (Contractor) has not advised the
conduct of any illegal activity, and

it does not currently, nor will it over the life of the contract advertise or provide union deterrence services
in violation of the City's union deterrence ordinance.

Dated at _____, Vermont this _____ day of _____.

By: _____
Duly Authorized Agent

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

CERTIFICATE AS TO CORPORATE PRINCIPAL

WARRANTY BOND

I, _____, certify that I am the _____ of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature and his signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____ (Corporate Seal)

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

NON COLLUSION AFFIDAVIT OF PRIME BIDDER
(This statement must be notarized.)

State of: _____

County of: _____

_____ being first duly sworn, deposes and says that:

He is (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid.

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the Bid prices or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Burlington or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

That no Director or other officer or employee or person whose salary is payable in whole or in part from the City of Burlington is directly or indirectly interested in the Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2025.

_____ (Notary Public)

My commission expires _____.

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

STATEMENT OF BIDDERS QUALIFICATIONS
(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder:

Bidder's Tax Identification Number:

Permanent Main Office Address, Telephone, FAX, and signatory's email address:

When Organized:

If a Corporation, Where Incorporated:

How many years have you been engaged in construction under your present firm or trade name:

Contracts on hand: (schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion).

General character of work performed by you:

Have you ever failed to complete any work awarded to you?

If so, where and why:

Have you ever defaulted on a contract?

If so, where and why:

List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and the year completed.

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

List your major equipment available for this Contract.

Experience in work similar in importance to this project.

Background and experience of the principal members of you organization, including the officers.

Give Bank reference.

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Burlington? _____

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the City of Burlington in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at _____, this _____ day of _____ 20____.

(Name of Bidder)_____

By: _____

Title: _____

State of: _____ County of: _____

_____ being first duly sworn, deposes and says that he is
_____ of _____ and that the
answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

_____ Notary Public

My commission expires _____
(Name and Title)

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

The successful bidder must verify that each lower tier participant under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the Airport later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Airport may pursue any available remedy, including suspension and debarment.

The information above is true and complete to the best of my knowledge.

Name and Title (Please Print) _____

Signature: _____ Date : _____

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

Notice to Prospective Federally Assisted Construction Contractors and Subcontractors:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Certification of Nonsegregated Facilities

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

Dated _____

Name of Sole Proprietor, Firm or Corporation

By _____

SAFETY RESPONSIBILITY COVENANT

It is hereby understood and agreed that the CONTRACTOR is responsible for health and safety on this project including, but not limited to, compliance with all applicable federal, state, and local regulations, codes, rules, orders, laws and ordinances regarding health and safety and shall, at all times, exercise and enforce reasonable precautions for the safety and welfare of all persons and property associated with or affected by this project. The CONTRACTOR's responsibility shall include providing adequate equipment and facilities necessary (including, if required, removal to a hospital) to furnish first aid to any person or person's who may be injured on the project site.

The CONTRACTOR further agrees to defend, indemnify and hold harmless the OWNER and the ENGINEER from any expense, cost or loss including but not limited to fines, demands, suits, legal fees, or penalties, including costs of corrective measures, that the CONTRACTOR, OWNER or ENGINEER may sustain by reason of the CONTRACTOR's failure to provide a safe workplace or to comply with all health and safety laws, rules and regulations in connection with the performance of this Contract.

To achieve the safety goals for this project, the CONTRACTOR shall designate a SAFETY OFFICER whose duty shall be to monitor the project on a daily basis in order to insure that all required safety measures are strictly adhered to and site safety is insured. The SAFETY OFFICER shall act for the CONTRACTOR on safety issues and shall have the right to shut down work on the site until safety deficiencies have been corrected. The project SAFETY OFFICER is designated as:

Contractor Name

Signature

Date

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, a corporation organized under the laws of the State of _____, having a usual place of business at _____ as Principal, and _____ a corporation organized under the laws of the _____ of _____ which company is authorized to transact business of suretyship in the State of Vermont and has a usual place of business in _____, as Surety, are holden and stand firmly bound and obligated unto the Patrick Leahy Burlington International Airport acting through the City of Burlington, Vermont, as Obligee, in the sum of _____ dollars _____, lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us our heirs, executors, administrators, successors, and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the City of Burlington, Vermont, entered into Contract with said Obligee, dated _____ 2025, a copy of which Contract is attached hereto and by reference made a part hereof:

BTV RESIDENTIAL SOUND INSULATION PROGRAM, PHASE 5

NOW, THEREFORE, THE CONDITION of the obligation is such that, if the said Principal shall well and truly keep and perform all of the agreements, terms, and conditions of said contract on his part to be kept and performed or furnished, this obligation shall be void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the contract or the specifications accompanying the same in any way effect its obligations on this bond, and it does hereby waive notice of any such extension of time, alteration of, or addition to the terms of the contract or to the specifications.

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

IN WITNESS WHEREOF, we have hereunto set out hands and seals to this bond this _____
day of _____, 2025.

WITNESS:

Name of Principal (SEAL)

By: _____

WITNESS:

Name of Surety (SEAL)

Power of Attorney for person signing for the Surety Company must be attached.

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

LABOR AND MATERIALS BOND
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
of the corporation named as Principal in the within Bond; that _____,
who signed the said Bond on behalf of the Principal was then _____
of said corporation; that I know his signature and his signature is genuine; and that said Bond was duly signed,
sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____, 2025

_____ Corporate Seal

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
OLDCC Bid 1

ATTACHMENT C
BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we the undersigned,

_____, as PRINCIPAL, and
(Name of Principal)

_____, as SURETY, are held
(Name of Surety)

and firmly bound unto the Patrick Leahy Burlington International Airport (hereinafter called the "Airport"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATIONS IS SUCH THAT whereas the PRINCIPAL has submitted the accompanying Bid dated _____, for

NOW THEREFORE, if the principal shall not withdraw said Bid within the period specified therein after the opening of same or if no period be specified within 180 days after the said opening, and shall within the period specified therefore or, if no period be specified within 10 days after the prescribed forms are presented to him for signature, enter into a written Contract with the Patrick Leahy Burlington International Airport in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such Contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the principal shall pay the Patrick Leahy Burlington International Airport the difference between the amount specified in said Bid and the amount for which the Patrick Leahy Burlington International Airport may procure the required work or supplies or both, if the latter amount be in excess of the former, than the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to Airport of its governing body.

In presence of:

_____(Seal)
(Individual Principal)

(Business Address)

(Partnership)

By: _____

(Business Address)

Attest:

(Corporation)

By: _____
(Corporate Principal)

Title: _____

(Business Address)

Affix Corporate Seal

Attest:

(Corporate Surety)

(Business Address)

Countersigned

By: _____

Attorney-in-Fact, State of _____

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
OLDCC Bid 1

ATTACHMENT D
CITY OF BURLINGTON STANDARD FORM CONSTRUCTION CONTRACT &
PROVISIONS

**CITY OF BURLINGTON
CONTRACTOR CONTRACT**

This Contractor Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and [REDACTED] (“Contractor”), a Vermont corporation located at [REDACTED].

Contractor and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor, and **“Parties”** means the City and Contractor.
- D. **“Project”** means the Residential Sound Insulation Program OLDCC Bid 1
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City seeks to employ the Contractor to undertake sound insulation treatments in residential properties in Burlington, South Burlington, and Winooski VT. The scope of work for each home may include but is not limited to; window and door replacement, HVAC system installation and associated electrical work, insulation, sheetrock installation, and finish carpentry and painting.

3. EFFECTIVE DATE & TERM

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.
- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire after 224 calendar days or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of Aviation or designee and as described in Attachment B (Contractor's Response to Request for Proposals), subject to Section 7.B hereof and the reasonable directions of Director of Aviation or designee.

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals).

Contractor agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.
- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$[REDACTED]. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Madison Reagan, Environmental Compliance and Project Manager
1200 Airport Drive, South Burlington VT 05403, Suite #1

Larry Lackey, Director of Planning, Engineering, and Sustainability

1200 Airport Drive, South Burlington VT 05403, Suite #1

The City reserves the right to request supplemental information prior to payment. Contractor shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Contractor and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

- A. Contract Documents.** The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

The following documents constitute the Contract Documents:

Attachment A: Request for Bids dated April 14, 2026

Attachment B: Contractor's Response to Request for Bids dated [REDACTED]

Attachment C: Burlington Standard Contract Conditions for Contractors

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance & Endorsements

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract take precedent. Any Request for Proposals or other solicitation, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

Contractor
[Name of Contractor]

By: _____

Date: _____

City of Burlington
Patrick Leahy Burlington International Airport

By: _____
Nic Longo
Director of Aviation

Date: _____

**Attachment A:
Request for Bids dated April 14, 2026**

**Attachment B:
Contractor's Response to Request for Bids dated [REDACTED]**

**Attachment C:
Burlington Standard Contract Conditions for Contractors**

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS**

1. **REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.
2. **INSURANCE & INDEMNIFICATION:** The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.
3. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.
4. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

Except with the approval of the City, during the life of the Contract, the Contractor shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the City.

The Contractor warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Contractor, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Contractor's duties, or for neglecting or refusing to comply with the requirements of the Contract.

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Contractor is responsible to identify and follow any course of direction provided by the City.
8. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its sub-contractors and any other person performing work under this Contract.
9. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.
10. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

11. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Contractor, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Contractor shall respond to all official comments regardless of their source. The Contractor shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Contractor of their professional obligation to correct any defects or errors in their work at their own expense.

12. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

13. ACKNOWLEDGEMENTS: Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

14. APPEARANCES:

A. Hearings and Conferences: The Contractor shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

The Contractor shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Contract.

The Contractor further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract.

- B. Appearance as Witness:** If and when required by the City, the Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Contractor shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

- 15. PAYMENT PROCEDURES:** The City shall pay, or cause to be paid, to the Contractor or the Contractor's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Contractor, whether in invoices, progress reports, emails, or other proof of work. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Contractor and the Contractor agrees to accept, as full compensation, for performance of all services rendered and expenses incurred, the fee specified in the Contract.

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

- 16. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:** If Contractor knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Contractor shall immediately give the City written notice thereof. Contractor shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Contractor may proceed without any modification being made to Contract Documents.

- 17. NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are

appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

18. CHANGES AND AMENDMENTS: No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor.

19. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

20. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
- i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and

- iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. Review and Acceptance of Plan:
 - i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.
- C. Enforcement & Stoppage of Work: Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above.

If Contractor's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

- D. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Contractor or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Contractor agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Contractor employees. The City reserves the right to audit the records of the Contractor related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Contractor until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

23. FAILURE TO COMPLY WITH TIME SCHEDULE: If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

24. RETURN OF MATERIALS: Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

25. ACCEPTANCE OF FINAL PAYMENT; RELEASE: Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.

- 26. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 29. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated

and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

30. CONTRACT DISPUTES: In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

31. SETTLEMENTS OF MISUNDERSTANDINGS: Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

32. CITY'S OPTION TO TERMINATE: The Contract may be terminated in accordance with the following provisions, which are not exclusive:

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

33. GENERAL COMPLIANCE WITH LAWS: The Contractor and any sub-contractor approved under this Contract 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).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

34. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any sub-contractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

35. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

36. TAX REQUIREMENTS: By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

37. NO GIFTS OR GRATUITIES: The Contractor shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

38. ASSIGNMENT: Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any sub-contractor is approved, Contractor shall be responsible and liable for all acts or omissions of that sub-contractor for any Work performed. If any sub-contractor is approved, Contractor shall be responsible to ensure that the sub-contractor is paid as agreed and that no lien is placed on any City property.

39. TRANSFERS, SUBLETTING, ETC: The Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

The services of the Contractor, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

40. CONTINUING OBLIGATIONS: The Contractor agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

41. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

42. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

43. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

44. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

45. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

46. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

47. SEVERABILITY: The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

- 48. ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 49. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.
- 50. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 51. WAIVER:** Notwithstanding the passage of time, a Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 52.** In addition to the foregoing conditions, the Federal Contract Requirements attached hereto is made a part hereof by this reference as though fully set forth.

Attachment C-1 Insurance & Indemnification

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or

greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

The Contractor is responsible to verify and confirm in writing to the City that: (i) all subcontractors must comply with the same insurance requirements as the Contractor; (ii) all work activities related to the Contract shall meet minimum coverage and limits; and (iii) all coverage shall include adequate protection for activities involving hazardous materials.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

1.	General Aggregate	\$2,000,000
2.	Products-Completed/Operations	\$2,000,000
3.	Personal & Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Damage to Rented Premises	\$ 250,000
6.	Med. Expense (Any one person)	\$ 5,000

B. Workers' Compensation/Employer Liability: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,

\$500,000 each employee

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

C. Automobile Liability: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

D. Special Coverages

- a. Garage keeper's liability – \$500,000 (minimum)
- b. Pollution Liability (Contractor's) – Included or \$1,000,000

E. Umbrella/Excess Liability:

1. \$2,000,000 Each Event Limit
2. \$2,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, any required special coverages (including Pollution Liability, if applicable), and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy shall be endorsed to waive subrogation against the City. Contractor's general liability, pollution, and umbrella policies provide additional insured coverage for both premises and completed operations using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

**Attachment D:
Burlington Livable Wage Ordinance Certification**

**Attachment E:
Burlington Outsourcing Ordinance Certification**

ATTACHMENT E

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

I, _____, on behalf of _____

(Contractor) and in connection with the

_____ [project].

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 _____, 2026.

By: _____

Duly Authorized Agent

**Attachment F:
Burlington Union Deterrence Ordinance Certification**

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, and it does not currently, nor will
it over the life of the contract advertise or provide union deterrence services in violation of the
City's union deterrence ordinance.

Dated at _____, Vermont this ____ day of _____, 2026.

By: _____
Duly Authorized Agent

**Attachment G:
Contractor's Certificate of Insurance & Endorsements**

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
OLDCC Bid 1

ATTACHMENT E
CITY OF BURLINGTON PRE-QUALIFICATION
CONSTRUCTION CONTRACTORS' APPLICATION

City of Burlington



Pre-Qualification of Construction Contractors Application

Date Received: _____

Date Checked: _____

Available for Electronic Mailing

Pre-Qualification of Construction Contractors Application

This is an application for pre-qualification of construction contractors for the City of Burlington under Chapter 21 of the Code of Ordinances. The purpose of the application is to solicit information necessary to determine whether a contractor applying for work on a government funded project is a responsible contractor.

1. Policy

It is the policy of the City of Burlington to let contracts for city construction projects only to contractors and subcontractors that demonstrate that they are responsible contractors.

2. Responsible Contractor

Responsible contractors are those contractors and subcontractors who have demonstrated to the city that they are financially responsible, have experience suggesting that they have the ability to perform government projects responsibly, have demonstrated that they are responsible employers, and have demonstrated that they have fair subcontractor relations, or that they perform all work with their own forces.

3. Minimum Contract Amount

This pre-qualification requirement applies to any construction contract by a department, board or council of the City, or those construction projects financed by tax exempt bonds issued by the Burlington Community Development Corporation, in which the total project cost is \$100,000 or more.

4. Contracting Authority

This application is to be delivered to the contracting authority under the schedule determined by that authority as part of the bidding process. The contracting authority is the department, board or council, agency, or entity that is sponsoring the contract on behalf of a government funded project.

5. Proprietary Information

All information submitted by contractors and subcontractors in connection with a pre-qualification application shall be considered proprietary information. The City shall not release the information except as may be required by the Access to Public Records Law, or by court order.

6. Subcontract Work

The pre-qualification requirement does not apply to subcontractors where the total value of the work to be performed is less than \$7,500.

Instructions for Filing the Questionnaire, Financial Statement and Other General Information For Contractors

1. Preparation of Statement:

One copy of the questionnaire is required by the City. It must be completely executed and properly sworn to before a Notary Public. Financial Statements which are compiled, reviewed, or fully-audited must be prepared and certified by an Independent Certified Public Accountant (CPA). A Certified Public Accountant is considered on who, in Vermont, is registered by the State of Vermont Board of Public Accountancy as a CPA. For other states, the City will consider a CPA whose registration qualifications in their state equal those established in Vermont. This questionnaire must be submitted at least five (5) working days before the date of opening bids in order to ensure consideration for pre-qualification for a particular bid opening.

2. Notification of Action Taken:

The City will send in writing to the applicant a notification of its decision. Questionnaires will be considered in the order received and acted upon at all times as promptly as circumstances permit. Contractors duly pre-qualified will be appraised in writing of both the amount and type of work on which they will be eligible to bid.

3. Duration of Pre-Qualification:

The duration of any pre-qualification will not exceed one (1) year and will expire annually three (3) months subsequent to the closing date of the contractors fiscal year, as evidenced in their financial statement.

4. Revision of Pre-Qualification Rating:

Requests for revision of pre-qualification rating will be considered at any time provided credentials showing increased assets, equipment or ability to perform work are submitted. These must be submitted at least five (5) working days prior to a bid opening to receive consideration for that bid opening. Contractors shall also report any substantial increase in liabilities that occurs during the pre-qualification period.

5. Request for Plans, Specifications and Proposal Form:

Contractors having been duly pre-qualified will receive notices from time to time inviting submission of proposals for the contracts to be let on specified dates. A Contractor desiring to receive plans, proposal and specifications for any contract may obtain them upon written request only, utilizing the special form entitled A Standard Form B Request for Proposal and/or Plans. This form is furnished to all pre-qualified contractors by the City and this form must show the status of all work under contract or otherwise executed by the Contractor, both inside and outside the State of Vermont, as of the date of request.

**PRE-QUALIFICATION OF
CONSTRUCTION CONTRACTORS
APPLICATION**

Submitted by _____

Corporation Partnership Individual Other _____

Mailing Address _____

Location Address _____

Telephone Number _____ Federal ID Number _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Authorized Signature

Date

Experience Questionnaire

How many years has your organization been in business as a general contractor under your present business name? _____ Under other names?
(List) _____

How many years experience in construction work has your organization had, (a) As a general Contractor, (b) As a Sub-Contractor: _____

Has your organization, or any officer, partner, director or principal individual thereof ever admitted to or been convicted of any criminal violation, including but not limited to discrimination, anti-trust or labor violations, other than traffic offences; or been convicted of or is currently being sued for any civil antitrust violation or other civil suit involving fraud; or been debarred from performing work on any contract?

YES / NO

If so, give full details, including the name of any individual involved and the court and docket number of any civil or criminal actions:

Date of reinstatement _____

2. Is your organization currently debarred from performing work on any contract?

YES / NO

If yes, by whom? _____

Date of reinstatement: _____

3. Has your organization ever been denied pre-qualification?

YES / NO

If so, by whom and for what reason? _____

4. Have you ever failed to complete any work awarded to you?

YES / NO

If so, where and why? _____

5. Has any officer, director or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? YES / NO

If so, state the name of individual, other organization and reason therefore:

6. Has any officer, director or partner of your organization ever failed to complete a construction contract handled in his own name?

YES / NO

If so, state name of individual, name of owner and reason therefore: YES / NO

7. Has the organization been cited in the past three (3) years for violations of OSHA? If so, please explain:

YES / NO

8. Has the organization currently any outstanding legal action against it by a subcontractor on a current or former job?

YES / NO

If so, please explain: _____

9. List all parents, subsidiaries, affiliates or divisions of your firm, and any related parties included in disclosures in your most recent financial statements or the notes thereto:

10. List any of your officers, shareholders or directors that are affiliated with any other contractor and/or supplier:

11. Identify all persons having final bidding authority and/or the Chief Estimator:

12. Give names and complete addresses of three (3) major material suppliers and/or subcontractors with whom your firm has done business in the past 3 years:

13. List the names and addresses of the following:

Bank: _____

Amount of Letter of Credit: _____

Bonding Co. and limit (Please specify per project and aggregate limits) _____

Bonding Agent: _____

Liability Insurance: _____

Name of Carrier: _____

Limits of Liability: _____

Worker's Compensation: _____

Name of Carrier: _____

14. Does the organization have a company safety program, such as, a currently approved OSHA plan in place?

YES / NO

If so, briefly describe: _____

15. List the average wages and benefits paid by the organization over the past year for the skills, trades and job classifications intended to be employed for the contract (s) under consideration in this pre-qualification:

<u>Job Title</u>	<u>Hourly wages</u>	<u>Benefits</u>
<u>CARPENTER</u>	_____	_____
<u>ELECTRICIAN</u>	_____	_____
<u>PAINTERS</u>	_____	_____
<u>PIPEFITTERS</u>	_____	_____
<u>PLUMBERS</u>	_____	_____
<u>ROOFERS</u>	_____	_____
<u>POWER EQUIPMENT OPERATORS</u>	_____	_____
<u>TRUCKER DRIVERS</u>	_____	_____
<u>LABORERS</u>	_____	_____
<u>OTHERS</u>	_____	_____

16. List specific projects which your organization has completed in the last five years (Attach additional sheet if required):

<u>Contract Amount</u>	<u>Type of Work</u>	<u>% of Subcontract</u>	<u>When Completed</u>	<u>Location</u>	<u>Name, Address and Telephone of Owner</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

17. List all field supervisory personnel and indicate their construction experience:

<u>Name</u>	<u>Present Position or Office</u>	<u>No. of Years With this Firm</u>	<u>Construction Experience</u>	<u>Magnitude and Type of Work</u>	<u>In what Capacity</u>

18. Is your firm pre-qualified by the State of Vermont?
 YES / NO

If so, please state rating and type of work qualified to perform:

<u>RATING</u>	<u>TYPE OF WORK</u>

Experience and Work Preference

In the following tabulation indicate the various types of work in which you are experienced and for which you desire to be qualified:

Bridge Construction	_____	Bridge Rehabilitation	_____
Railroad Signals	_____	Roads Culverts	_____
Building Construction	_____	Building Demolition	_____
Surface Rehabilitation	_____	Maintenance	_____
Tank Removal/Replacement	_____	Foundation	_____
Guard Rail, Fencing & Signs	_____	Hazardous Material Removal	_____
Construction	_____	Landscaping	_____
Rehabilitation	_____	Pavement Markings	_____

Traffic Signals & Lighting _____ Water & Sewer _____

Road Construction _____ Other (as specified) _____

19. Financial Capability.

The City reserves the right to request additional information if necessary to establish financial capability.

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
OLDCC Bid 1

ATTACHMENT F
REQUIRED FEDERAL CONTRACT PROVISIONS

REQUIRED FEDERAL PROVISIONS

A. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, CONTRACTOR for itself, its assignees, and successors in interest (hereinafter collectively referred to as "CONTRACTOR") agrees as follows:

1. **Compliance with Regulations:** CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21 including amendments thereto.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, CONTRACTOR will so certify to AUTHORITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the Non-discrimination provisions of this Agreement, AUTHORITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to (a) withholding payments to CONTRACTOR under the Agreement until CONTRACTOR complies, or (b) cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** CONTRACTOR will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. CONTRACTOR will take action with respect to any contract or procurement as AUTHORITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request AUTHORITY to enter into any litigation to protect the interests of AUTHORITY. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. CONTRACTOR for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, CONTRACTOR will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. CONTRACTOR for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that CONTRACTOR will furnish its services in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;

- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (nondiscrimination on the Basis of Disability in Programs or Activities receiving Federal Financial Assistance);
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- ix. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the CONTRACTOR agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, AUTHORITY will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. CONTRACTOR agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which CONTRACTOR grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

H. Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 CFR Part 201 *et seq.*, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. CONTRACTOR has full responsibility to monitor its own and its subcontractors' compliance with the referenced statute or regulation. CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

I. Occupational Safety and Health Act. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONTRACTOR and its subcontractors must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. CONTRACTOR retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

J. Clean Air and Water Pollution Control. CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). CONTRACTOR agrees to report any violation to CITY immediately upon discovery. CITY assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. CONTRACTOR must include this requirement in all subcontracts that exceeds \$150,000.

K. Contract Workhours and Safety Standards Act Requirements.

i. No contractor or subcontractor contracting for any part of Services which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. In the event of any violation of the clause set forth in paragraph (a) of this Section (L), CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and its subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this Section (K), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this Section (K).

iii. OLDCC or CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or its subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this Section (K).

iv. CONTRACTOR and its subcontractors shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this Section (K) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this Section (K).

L. Debarment and Suspension. CONTRACTOR, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. CONTRACTOR will accomplish this by:

i. Checking the System for Award Management at the following website:
<http://www.sam.gov>.

ii. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.

iii. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the OLDCC later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the OLDCC may pursue any available remedies, including suspension and debarment of the non-compliant participant.

M. Procurement of Recovered Materials. CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever: (1) the contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or (2) the contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is: (1) not reasonably available within a timeframe providing for compliance with the contract performance schedule; (2) fails to meet reasonable contract performance requirements; or (3) is only available at an unreasonable price.

N. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

O. Domestic Procurement Preference. CONTRACTOR agrees that, to the greatest extent practicable, it will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.