



April 7, 2023

Bid Package

Town of Stowe Electric Department

Request for Proposals (RFP)

2023 Right of Way and Electric Distribution Infrastructure Survey

Bid Documents

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SECTION 1

INVITATION TO BID

2023 Right of Way Surveys

The Town of Stowe Electric Department (“SED”) will accept bids from qualified bidders via email at mlazorchak@stowelectric.com, postal mail at P.O. Box 190, Stowe, VT 05672, or at our office location at 435 Moscow Rd, Stowe, VT until **May 5, 2023** at **4PM**.

Bids are requested for the survey of **two (2)** utility right of way corridors and associated electric distribution infrastructure. The deliverables are a survey drawing showing the features identified in the *Scope of Work* and all drawing data provided in ESRI compatible GIS data in AutoCAD and reverse compatible to AutoCAD 2013.

SED will accept qualified bids to survey both right of ways or either right of way survey. Please specify the line (Circuit 3 or Mountain Line A-C you are bidding on).

SED will give more weight to bids that can complete the work timely and accurately. The successful bidder will be required to meet the Scope of Work, General Terms, and draft Agreement, and furnish a Certificate of Insurance.

For general questions or more information, contact Brent Lilley, Director of Operations at blilley@stowelectric.com, or Michael Lazorchak at mlazorchak@stowelectric.com. Or call 802-253-7215

Michael Lazorchak

SECTION 2

INSTRUCTION TO BIDDERS

Introduction

The Town of Stowe Electric Department ('SED') requests proposals from qualified contractors for survey mapping and GIS, and electric distribution infrastructure identification in accordance with these specifications. Proposals with early completion deadlines are preferred

RFP Issue Date:	April 7, 2023
Proposals Due:	May 5, 2023 before 4PM
Proposal Award:	May 12, 2023
Project Completion:	August 4, 2023

General Scope of Work

SED requires survey and pole (or sectionalizing cabinet) information for SED's power engineering contractor to provide specifications to complete a bid package for a utility infrastructure project associated with a substation upgrade and a FEMA line hardening scoping grant. Work consists of surveying and identifying electric department infrastructure along two (2) sections of SED distribution lines that in total equal approximately 8.5 miles of offroad utility right of way. This project can be bid on in whole (Circuit 3 + Mountain Line A-C) or in part (Circuit 3 or Mountain Line A-C). The scope of work is further identified within this RFP.

Bids

Bids for this work must be received no later than **May 5, 2023 at 4PM**. Any bid may be withdrawn prior to the above scheduled time. Bids received after May 5, 2023 at 4PM will not be considered.

Proposal Content

Statement of Interest: Include the following: firm name, address, primary contact person, and contact's phone number and email, and a synopsis of the firm's background, history, and services provided (including areas of expertise).

Project Approach and Schedule: Detailed description of the proposed methodology, techniques, and procedures to be used in conducting the components of the Scope of Work. Note any suggested additions or deletions to the requested format. Include a timeline that identifies deliverables, an anticipated start date, and an anticipated project completion date that is on or before August 4, 2023.

Project Team and Qualifications: List the name, role, and qualifications of each team member who will be assigned to perform work on this project, including any sub-consultants. Identify primary contact and each team member's role.

References: Please list the client's name, contact person, title of contact person, and telephone number of at least three clients for whom similar work has been performed in the past.

Fee: The work will be performed on a fixed price or hourly basis. SED will consider fees in its overall evaluation of the proposals. Please provide a not-to-exceed cost for all services including all fees and expenses necessary to complete the project scope with a breakout of fee per bulleted division of work.

Notification

If awarded, a Notice of Award will be issued to the Bidder via phone, email or postal mail on or after May 12, 2023.

Project Areas

<u>Section Name</u>	<u>Start Name</u>	<u>Start Address</u>	<u>GIS</u>	<u>End</u>	<u>Address</u>	<u>GIS</u>	<u>Distance</u>	<u>Line</u>
<u>Circuit 3</u>	<u>Wilkins Substation</u>	<u>302 Cady Hill Road</u>	<u>44.459505, -72.697738</u>	<u>Utility Pole</u>	<u>200 Mountain Road</u>	<u>44.467472, -72.688116</u>	<u>1 mile</u>	<u>Overhead</u>
<u>Mountain Line A</u>	<u>Wilkins Substation</u>	<u>302 Cady Hill Road</u>	<u>44.459505, -72.697738</u>	<u>Houston</u>	<u>3973 Mountain Road</u>	<u>44.491749, -72.742260</u>	<u>5 miles</u>	<u>Overhead</u>
<u>Mountain Line B</u>	<u>Houston Substation</u>	<u>3973 Mountain Road</u>	<u>44.491749, -72.742260</u>	<u>SED Pole ML 75</u>	<u>51 Toll Road</u>	<u>44.509597, -72.771281</u>	<u>2 miles</u>	<u>Overhead</u>
<u>Mountain Line C</u>	<u>SED Pole ML 75</u>	<u>51 Toll Road</u>	<u>44.509597, -72.771281</u>	<u>Lodge</u>	<u>62 Mountain Glen Drive</u>	<u>44.515107, -72.769250</u>	<u>0.5 miles</u>	<u>Underground</u>
<u>Sectionalizing Cabinet</u>	<u>ML-75-v1</u>	<u>offroad</u>	<u>44.51206929, -72.7711755</u>	<u>Lodge</u>	<u>63 Mountain Glen Drive</u>	<u>44.515107, -72.769250</u>	<u>-</u>	<u>Underground</u>
<u>Sectionalizing Cabinet</u>	<u>ML-75-v2</u>	<u>offroad</u>	<u>44.5122983, -72.7708290</u>	<u>Lodge</u>	<u>64 Mountain Glen Drive</u>	<u>44.515107, -72.769250</u>	<u>-</u>	<u>Underground</u>
<u>Sectionalizing Cabinet</u>	<u>ML-75-v3</u>	<u>offroad</u>	<u>44.5132515, -72.7700602</u>	<u>Lodge</u>	<u>65 Mountain Glen Drive</u>	<u>44.515107, -72.769250</u>	<u>-</u>	<u>Underground</u>

Submissions

If mailing or hand delivering a bid, the envelope should be sealed, with **“2023 ROW Survey”** labeled on the face and clearly bearing the name of the bidder and their address. By submitting a bid, the Bidder is aware that if awarded, he/she will be required to provide an insurance certificate showing workers comp, property damage, and automobile liability.

Proposals can be hand delivered to 435 Moscow Road. Or mailed to:
Town of Stowe Electric Department
C/O Brent Lilley
P.O. Box 190
Stowe, VT 05672

Any submitted RFP proposal shall become the property of SED. Any costs and expenses incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of the Applicant. SED will not provide any reimbursement for any costs and expenses incurred during the bid process. Through its General Manager, SED reserves the right to reject any or all proposals received, waive any irregularities, informalities, and/or defects therein if doing so is deemed to be in the best interest of SED.

SECTION 3

BID FORM

2023 Right of Way and Electric Distribution Infrastructure Survey

Bidder Name: _____

THIS BID IS SUBMITTED TO: THE TOWN OF STOWE ELECTRIC DEPARTMENT

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Stowe Electric Department to perform all work as specified as indicated in the Bid Documents for the price(s) and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

Bidder has carefully read, examined, understands and accepts all of the terms and conditions of the Bid Documents. In submitting this bid, Bidder represents that:

Bidder has examined and carefully studied the Bid Documents and the other related data identified in the Bid Documents, receipt of all which is hereby acknowledged.

Bidder Initials:_____ Date:_____

Bidder understands and agrees that, if this Bid is accepted, he/she will contract with Stowe Electric Department. He/She will perform all the work, furnish all the materials and equipment, provide all labor, services, and all other supplies required to perform in the time therein prescribed and according to the requirements notated.

Bidder Initials:_____ Date:_____

BIDDER CONTACT INFORMATION

Business Name:	
Name:	
Job Title:	
Business Address:	
Phone Number:	
E-mail Address:	
Signature:	
Date:	

BIDDER PRICING

Section Name	Distance	Cost
Circuit 3	1 mile	
Mountain Line A-C	7.5 miles	
Mountain Line A	5 miles	
Mountain Line B	2 miles	
Mountain Line C	0.5 miles	

Stowe Electric Department reserves the right to award a portion or the entire project area at the price breakdown amounts indicated on the Bidder Pricing form.

Lump Sum Price: _____ \$ _____

Lump Sum Price Written In Words: _____

Signature Date

Section Sum Price: _____ \$ _____

Section Sum Price Written In Words: _____

Signature Date

SECTION 4

SCOPE OF WORK AND SPECIFICATIONS

Scheduling of Work

1. The start date as soon as practicable after the acceptance of the winning bid by SED and a signed agreement between SED and the Contractor. SED requires the work completed within 60 days of a completed and signed agreement by the parties.
2. Work is to be limited to Monday through Friday between the hours of 6:30am and 5:00pm excluding holidays.

Scope of Work

1. *Circuit 3 Survey*

The Town of Stowe Electric Department ('SED') is soliciting proposals for the survey of an utility right of way approximately 1-mile in distance. The target electric utility infrastructure is along an existing line beginning at the VELCO and SED substations on Cady Hill in Stowe, Vermont and spanning to Vermont Route 108. This line is described more fully as:

- Starting at the Wilkins substation parcel owned by SED (302 Cady Hill Road, 44.459505, -72.697738, Span 621-195-13204, Parcel ID 08014-005) spanning through the Town of Stowe Cady Hill parcel (span 621-195-12948, parcel ID 26090) to the utility pole at 200 Mountain Road (44.467472, -72.688116, Span 621-195-12871, Parcel ID, 02127).

2. *Mountain Line Distribution Survey*

The Town of Stowe Electric Department ('SED') is soliciting proposals for the survey of a utility right of way approximately 7.5-miles in distance. The target electric utility infrastructure is along an existing SED's distribution line right of way that is primarily offroad and begins at the SED Wilkins Substation and terminates at SED's Lodge Substation. This line is described more fully as:

- Starting at the SED Wilkins substation (302 Cady Hill Road, 44.459505, -72.697738, Span 621-195-13204, parcel ID 08014-010) and spanning approximately 5 miles overhead and primarily offroad to the Houston substation located at (3973 Mountain Road, 44.491749, -72.742260, Span 621-195-13085, Parcel 25045), then
- Spanning overhead and offroad from the Houston substation approximately 2.0 miles to the SED pole ML 75 located at GIS point 44.509601, -72.771271 (Span: 621-195-12102, Parcel ID 26000), then
- Spanning underground from pole ML75 passing three (3) sectionalizing cabinets (ML-75-v1, ML-75-v2, and ML-75-v3) approximately 0.5 miles to SED's Lodge Substation (62 Mountain Glen Drive, span 621-195-12102, parcel ID 26000)

Name	Location	GIS	Line
Sectionalizing Cabinet ML-75-v1	offroad	44.51206929, -72.7711755	Underground
Sectionalizing Cabinet ML-75-v2	offroad	44.5122983, -72.7708290	Underground
Sectionalizing Cabinet ML-75-v3	offroad	44.5132515, -72.7700602	Underground

STOWE ELECTRIC REQUIRES THE FOLLOWING INFORMATION FOR BOTH SURVEYS

SURVEY DRAWING CONTENT

1. The approximate limits of the drawing shall be the 100 ft. width of the right-of way plus 100 ft. on both sides.
2. The drawing shall include the full extent of the perimeter fence of all substation sites in proximity to the 34.5 kV Stowe Mountain Line (VELCO Stowe, Wilkins, Houston, and Lodge).
3. The following are typical of features that shall be located, as applicable:
 - a. Existing public and private street rights-of-way, including locations of pavement, edge of road, curb lines, center line stationing (if available) and easements.
 - b. Name of property owner, property lines and location, buildings and other significant structures (note type), including location of large doors, loading docks and pads or fenced areas for outdoor equipment adjacent to buildings.
 - c. Contour at two-foot intervals shall be shown within the easement. Additional contour shall be provided up to 100 ft. outside the easement where needed to support environmental permitting but need not be provided for other areas. Identify 10-foot contours separately (different drawing layer and line type). The 100-year flood plain elevation contour shall be clearly identified (if applicable).
 - d. Rivers and streams and other surface features and fixtures, including stone walls, bridges, large trees, hedges, utility poles (including all pole numbers), pole guy wires and anchors, type of surface (paved, concrete, grass), etc.
 - e. Boundary between forested and open areas (“tree line”).
 - f. Ledge outcropping and large boulders within the easement.
 - g. Existing overhead and underground utilities and other obstructions including water, sewer, gas electric, telephone, cable television, manholes, valve boxes, fire hydrants, pad mounted transformers, etc. Sizes of utility pipes shall be indicated. Sources of utility information shall be noted in a legend on the drawing, including phone number.
 - h. Wetlands flags, including identifying number, and buffer zones.
 - i. Surfaces elevation and any known seasonal variation for large bodies of water.
 - j. Transmission line easement stationing (based on existing).

DRAWING REQUIREMENTS

1. The Surveyor shall provide all drawing data in ESRI compatible GIS data AutoCAD. Files shall be reverse compatible to AutoCAD 2013.
2. Drawings may transmitted by e-mail attachment. E-mail correspondence shall be addressed to blilley@stoweelectric.com, mlazorchak@stoweelectric.com , and dunnells.m@plmnet.com.
3. Drawings:
 - a. The Surveyor shall furnish a single AutoCAD file that includes the plan view and the profile. Both shall be drawn continuously from end to end. Both shall include stationing.
 - b. The Engineer shall create the individual drawing sheets, to be plotted on 24" x 36" paper.
 - c. Text sizes, line widths, line type scales and general layout shall appear correctly when plotted at a scale of one-inch equals 40 feet (horizontal) and one inch equals 10 ft. (vertical scale for profile). Text and significant features shall be legible when the drawings are plotted half-size. A special AutoCAD plot file that manipulates line widths when plotting shall not be used or required.
 - d. Smallest text shall be scaled to plot at 3/32 of an inch high at this scale. Larger text sizes shall be based on logical fractional portions of an inch. Style shall generally be "standard" and font shall be "romans". All text shall appear in capital letters. Care shall be taken to ensure that text does not overwrite other text, lines or features on the drawing.
 - e. Text alignment shall generally be horizontal when the drawing is oriented with the existing 34.5 kV transmission line running left to right across the page. Multiple "paper space" views are intended to be used for the final drawing product. Text shall generally be horizontally aligned within the intended view. Text may also be aligned with specific features of the drawing (property lines, utilities, etc.) where practical.
 - f. Like items shall be grouped on individual layers. Layers will be provided for each existing utility, right-of-way, edge of pavement, property boundaries, rivers, benchmarks, survey points, grids, etc. Descriptive text shall be part of the layer it references or on a dedicated related layer.
 - g. Drawing entities shall generally be colored by layer.
 - h. Spot elevation data which has been compiled electronically and downloaded into AutoCAD shall remain as a part of the electronic file and shall be on a separate layer (or layers) within the drawing.
 - i. The Surveyor shall include a group of notes on the drawing detailing plans of reference, sources of utility information, and accuracy of survey data. A legend of existing utilities and features shall be provided on the drawing.
 - j. The surveyor shall furnish its logo and company information for inclusion on the drawing set.
 - k. Survey drawings shall generally be prepared in accordance with good industry practice. Drawings shall have a neat, professional appearance.

POLE AND SECTIONALIZING CABINET INFORMATION

- A picture of each pole and sectionalizing cabinet located within the right of ways
- Pole information to include all assemblies, height and class of each pole, guys, anchors, and hardware attached to each pole;

SAFETY AND OFFROAD UTILITY RIGHTS OF WAY

The Contractor alone shall be responsible for the safety and security of its personnel and when working in or adjacent to public highways, and in or adjacent to utility right of ways. This project will be completed adjacent or within offroad utility right of ways with potential overhead and tripping hazards from trees and vegetation. SED maintains its right of way corridors to its standard line maintenance standards but makes no warranty that the target right of ways are clear and free of potential overhead and tripping hazards from trees and vegetation adjacent to and within the utility right of ways. SED will convey any known hazard or danger to the Contractor, but does not make any warranty to Contractor that SED has patrolled the project right of ways prior to issuing this RFP or during the pendency of a resulting contract from this RFP. Contractor shall coordinate with SED when services are scheduled to occur, and SED will notify adjacent landowners that Contractor will be performing services within the right of way.

Section 5
PROJECT LOCATION MAPS

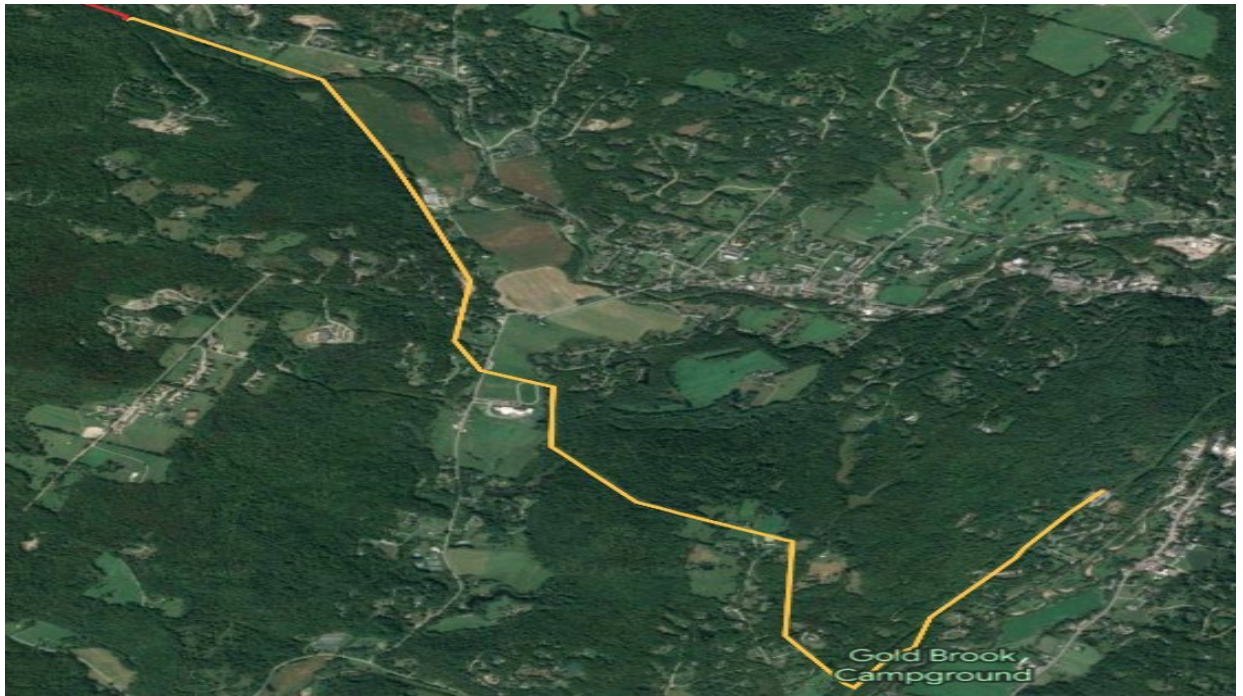
Survey Map 1 – Circuit 3



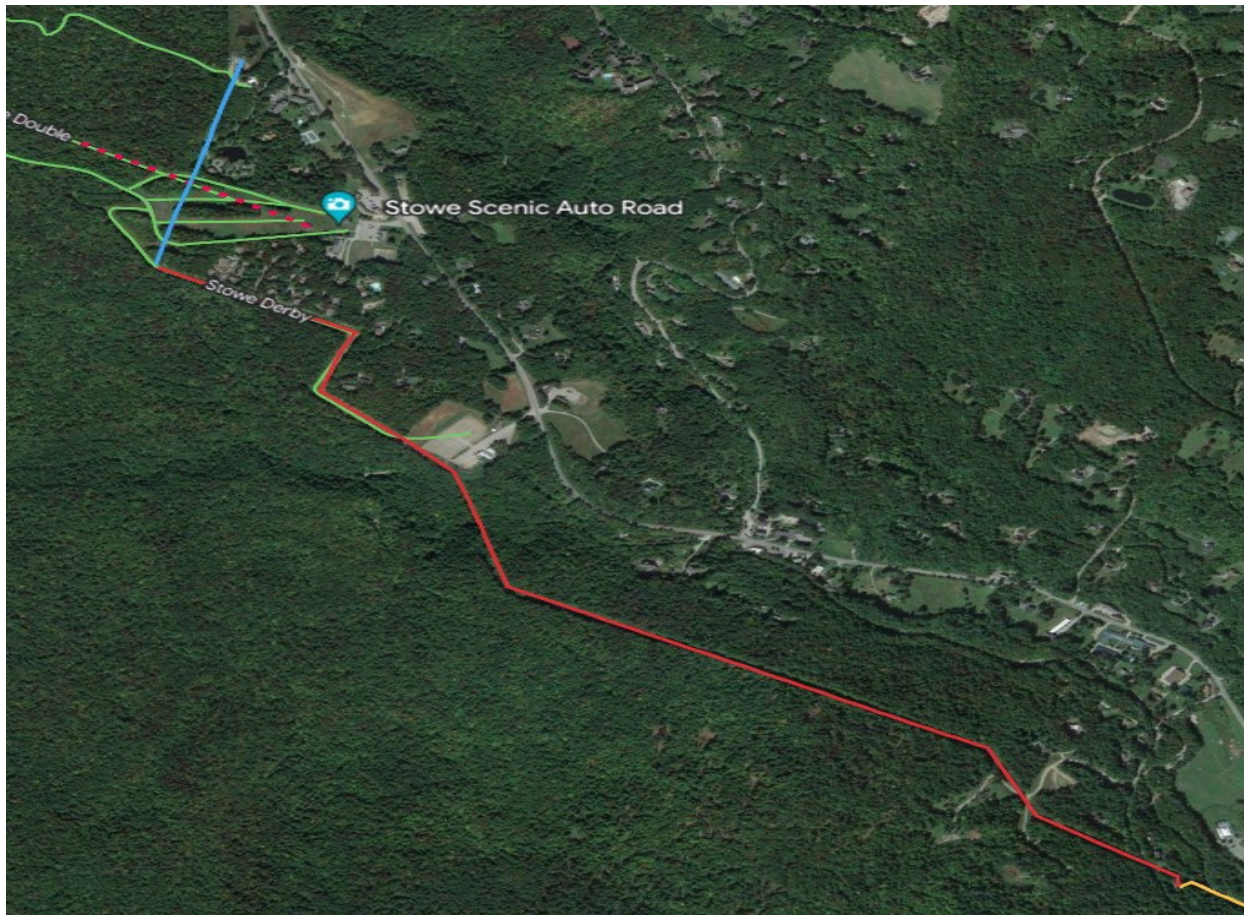
Survey Map 2 - Mountain Line Complete Span



Survey Map 2 – Mountain Line Wilkins to Houston Span



Survey Map 2 – Mountain Line Houston to Lodge Span



SECTION 5

GENERAL CONDITIONS

CONTRACTOR SELECTION

Stowe Electric Department (“SED”) recognizes the important contribution that small businesses have on the state’s economy. In this regard, SED follows a free and open bidding process that affords all businesses equal access and opportunity to compete for SED contracts for goods and services. SED also recognizes the existence of businesses owned by minorities and women and makes a good faith effort to encourage these firms to compete for SED contracts.

This Request for Proposals in no way obligates SED to award a contract.

The winning Bidder (hereafter referred to in this section as “Contractor”) will be selected on a competitive basis and rated based on budget and value, ability to meet the defined schedule, experience and qualifications, experience working with municipal electric distribution utilities or municipal entities, and quality of the submitted package. SED recognizes that the lowest bid in terms of price is not always in the best interest of SED and reserves the right to select the winning Bidder based on the needs of the utility staff and obligation to provide services in the best interests of its ratepayers. The selected Contractor will be required to execute a contract with SED on the terms and conditions required by SED, including but not limited to those in the SED General Conditions.

It is further understood that an Electric Utility is a unique business, and the necessary parts, equipment and services may only be available from one or two vendors. While SED will ensure every available discount is utilized and make every attempt to negotiate the best price, it may not be possible to achieve this through a bidding process. In determining the “lowest, best qualified, responsive and responsible vendor,” in addition to price, the following shall be considered:

- The substantial performance of the bidder in meeting the specifications and other terms and conditions of the solicitation.
- The ability, capacity, and skill of the vendor to perform the contract or provide the material or service required, and to do so promptly or within the timeline specified.
- The experience, financial resources, and performance under previous contracts of the vendor.
- The quality, availability, and adaptability of the service or product being purchased and the ability of the vendor to provide future maintenance and supply parts, if necessary.

BID PROTEST

Any Bidder who is aggrieved with the awarding of a procurement decision must notify the General Manager in writing within five (5) business days from the date of the notice of award. If the party is aggrieved with the Manager's decision, they must appeal in writing to the Board of Commissioners within five (5) business days of their receipt of the Manager's decision. The Manager's decision shall be sent to the aggrieved party in writing by certified mail.

Any bidder who is aggrieved by an award of a bid by the Board of Commissioners must appeal to them in writing within (5) business days of their receipt of the notice of award. It is recognized that it may be difficult to overturn a contract; therefore, while the aforementioned may listen to the grievance, it may not necessarily lead to an overturning of an awarded contract. It may be used in the evaluating of personnel or taken into consideration in the awarding of future contracts.

TERM

The term of this contract shall start from the date of signature by both parties and shall be completed no later than August 4, 2023. The term of the contract may be extended only by mutual written agreement of the parties.

SERVICES PROVIDED

If SED accepts their bid, the Contractor agrees to perform the specified work according to the requirements indicated in "Scope of Work and Specifications." Contractor shall perform all services required under this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by SED, if any. SED has the right to inspect and may reject any services provided by Contractor under this Agreement that, in SED's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

COMPENSATION AND BILLING

Compensation for the above services will be as determined in the Bid submitted to SED. Payment is based on the Contractor's Lump Sum Fixed Price Bid and no changes in scope or additional costs shall be allowed without the expressed written consent of SED's General Manager resulting in an amendment or modification to the award amount of the contract. **Contractor is to bill SED at the conclusion of each project area. Invoices are to include dates and a description of the work performed.**

CONTRACTING

The Contractor, prior to any contract between SED and the Contractor, shall be registered to do business in the State of Vermont through the Vermont Secretary of State's Office. The successful Contractor is expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract. Prior to beginning any work, the Contractor shall obtain Insurance Coverage and provide a copy of the certificate of insurance coverage to SED.

INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of SED or the Town of Stowe. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless SED, 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.

The selected Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities (both public and private). All damage, injury, or loss to any public or private property, by the Contractor shall be replaced or restored to at least the original condition to the satisfaction of SED at the Contractor's expense. Proof of insurance, as described herein must be submitted to SED prior to execution of the contract for services. Nothing in this Contract shall constitute a waiver by SED of any statutory limits or immunities from liability.

OWNERSHIP OF DOCUMENTS

Any materials submitted to SED in response to this Request for Proposals shall become the property of SED unless another arrangement is made by written agreement between SED and the responding party. Bidders may retain copies of the original documents.

PUBLIC RECORDS

Any and all records submitted to SED, and in any form, are subject to the Vermont Public Records Act. SED has the determination of how those records shall be handled.

Any and all records the Bidder considers to be trade secrets, as that term is defined by Vermont Public Records Act, 1 VSA §317(c)(9), or that the Bidder otherwise seeks to have SED consider 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. Rather, the records the Bidder believes are exempt must be specifically identified and separated from other records submitted with the RFP bid package along with a rationale sufficient to justify each exemption from release consistent with 1 VSA §317 et. seq.

DUTY TO INFORM SED OF BID DOCUMENT ERRORS

If a Bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give SED written notice thereof. A Bidder selected as the Contractor shall not cause or permit any work to be conducted that may be related to the error or omission without first receiving written acknowledgment from SED that SED representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the contractor may proceed without any modification being made to the bid or contract documents.

INDEPENDENT CONTRACTOR

Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between SED and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from SED and shall not be eligible for workers' compensation or unemployment benefits.

ASSIGNMENT AND SUBCONTRACTING

This Contract is binding upon and insures to the benefit of the heirs, successors and assigns of the parties hereto. Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract to another party.

CONTRACTOR OBLIGATIONS

Contractor warrants that it has the necessary equipment to provide the services required by this Agreement. All materials used or supplied under this Agreement shall be of first quality and meet the specifications established by SED, if any. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this contract. SED will not supply, nor will it pay for any repairs, maintenance, or replacement of, or new equipment expenses, or temporary work related to signs, cones, or other traffic controlling equipment.

SUPERVISION/CUSTOMER NOTIFICATION

The Contractor shall remain in close communication with SED's General Manager, Director of Operations, or IT Manager. Contractor shall check in with SED before starting site work.

SAFETY AND CONTRACTOR QUALIFICATIONS

Job site activities shall at all times be conducted in accordance with applicable Federal, State and Local requirements to include but not limited to the National Electric Safety Code (NESC) and Code of Federal Regulations 29 CFR Parts 1910-1926. Contractor shall meet and/or exceed the safety standards established and promulgated under the American Public Power Association (APPA) Safety Manual Section 508 (508.1 through 508.7) and, if applicable, the U.S Department of Transportation or any applicable law of a state in lieu thereof. Contractor shall comply with all applicable laws governing safety and the safe operation of commercial motor vehicles and the safe performance of the work. Contractor shall perform all work in accordance with American National Standards Institute (ANSI) A300 specifications and current (ANSI) Z133 safety requirements as updated and amended.

PERSONNEL

Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by SED. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment.

Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to Vermont Occupational Safety and Health Administration (VOSHA).

INSURANCE

Contractors and service providers shall be required to provide SED with a Certificate of Insurance showing evidence of the coverage and limits as listed above. Any construction contract over \$50,000 shall also name SED as an Additional Insured on the certificate of insurance.

In lieu of providing a certificate of insurance for workers compensation, a sole proprietor or partnership of an unincorporated business may provide a non-employee work agreement if they meet its conditions. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A. §601(14)(F) that exempts Contractor from having to carry such coverage.

Before the award of this Contract the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide SED a certificate of insurance showing such coverages before providing any services under this Agreement. The standard insurance coverage and limits is as follows:

1. **Commercial General Liability:** Contractors and service providers are required to maintain commercial general liability insurance including but not limited to Bodily Injury, Personal/Advertising Injury, Broad Form Property Damage, Products and Completed Operations and Contractual Liability with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate annually.
2. **Workers' Compensation:** Contractors and service providers who perform work on-site are required to maintain workers compensation and Employers Liability insurance of at least one hundred thousand dollars (\$100,000) per occurrence and five hundred thousand dollars (\$500,000) in the aggregate annually.

TERMINATION

SED may terminate this Agreement, with or without cause, upon 30 days written notice.

DEFAULT

The occurrence of any of the following shall constitute default by Contractor and, if not corrected within 10 days of SED providing Contractor written notice of the default, shall allow

SED to terminate this contract:

1. Failure to adequately perform or deliver the required services;
2. If applicable, failure to provide the required bonds or other security acceptable to SED before starting any work;
3. Declaration of bankruptcy by Contractor;
4. Making a material misrepresentation to SED;
5. Persistently disregarding laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or failure to perform any other material provision of this Contract.

Upon default of this contract by Contractor, SED may withhold any payment due to Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of SED.

REMEDIES

Default or breach of this Contract by Contractor shall entitle SED to seek remedies under law and as provided by this Contract. In the event this Contract is terminated by reason of default by Contractor, SED may recover the necessary costs of termination, including but not limited to, administrative, attorneys fees and legal costs, from Contractor. Except when caused by uncontrollable circumstances, if Contractor fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, SED shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete. SED may deduct as damages from any money due or coming due to Contractor the differences between Contractor's price and the higher price or the cost of temporary items. SED may require Contractor, at Contractor's sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or SED directives. Any remedies available to SED are cumulative and not exclusive. The seeking or exercising by SED of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

DISPUTE RESOLUTION

Either SED or Contractor may request mediation of any unresolved dispute. SED and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 90 days of the request for mediation. If the dispute is not resolved by mediation, SED or Contractor may:

1. agree with the other party to submit the Claim to another dispute resolution process; or
2. give written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

Should disputes arise between the Contractor and SED about this contract or any related matter, the parties agree to arbitrate any such controversy, pursuant to the Vermont Arbitration Act, 12 V.S.A. § 5651 et seq, prior to filing any litigation.

CONTRACT DOCUMENTS

These Contract Documents shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modification or amendments to this Contract or to the Addendum unless said changes, modifications or amendments are in writing duly executed by the parties.

SEVERABILITY

The provisions of this contract are severable and if a court of competent jurisdiction holds any portion of this contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.