REQUEST FOR PROPOSAL

Burlington High School

Stormwater Enhancements and Baseball Field Renovation

Issued By:

Burlington School District

Issue Date: February 26, 2026

OWNER:
Burlington School District
Nathan Lavery, BSD Director of Finance and Operations
150 Colchester Ave.
Burlington, VT 05406

OWNER'S REPRESENTATIVE:	**STORMWATER ENGINEER:**
PCI Capital Project Consulting Marty Spaulding, Project Manager PO Box 4313 Burlington, Vermont 05406 marty@pcivt.com (802) 673-7783	Watershed Consulting Andres Torizzo 208 Flynn Ave Suite 2H Burlington, VT 05401 andres@watershedca.com (802) 497-2367

CIVIL ENGINEER:	**LANDSCAPE ARCHITECT:**
Civil Engineering Associates David Marshall 10 Mansfield View Lane South Burlington, VT 05403 dmarshall@cea-vt.com (802) 864-2323	VHB Michael Willard 20 Winooski Falls Way, Suite 400B Winooski, VT 05404 mwillard@vhb.com (802) 497-6100

KEY DATES:

February 26, 2026	Issue RFP bid packet
March 23, 2026	(Non-Mandatory) Prebid Site Visit 1:00PM Address: 52 Institute Road, Burlington, VT
March 25, 2026	Deadline (EOD) for contractor questions
March 27, 2026	Deadline (EOD) for response to contractor questions
March 31, 2026	Sealed Bids Due (2:00 PM)
April 7, 2026	BSD School Board Meeting to Award Bids

Table of Contents

SUBJECT	PAGE
Table of Contents	1
Invitation to Bid & Instructions to Bidders & Project General Service	2-5
Definitions, Contract Terms & Conditions	6
Mark up on Changes, Other Project Costs	7
Bid Guarantee	8
Bid Form	9
General Conditions of the Construction Agreement	10-14

ATTACHMENTS:

Project Drawings

Landscaping Plan & Alternates

Project Specifications

BABA FAQ for Manufacturers

Davis Bacon Requirements

Davis Bacon Wages

Invitation to Bid and Instructions to Bidders

The Burlington School District (BSD) will be accepting bids from **Site Contractors as the Lead Contractor** for a baseball field restoration and stormwater enhancement project at Burlington High School located at 52 Institute Rd, Burlington, VT. The project anticipates a start date of June 2026 and must be completed by September, 2026. The GC will be the lead contractor for this project.

BASE BID PROJECT SCOPE:

This project consists of excavating and restoring the existing infield of the baseball field and backfilling with sand and clay to better mediate water removal from the fields. The project will include enhancements to the stormwater outfall to include upgrades to meet ADA compliance. Landscaping will be installed throughout this area to provide a "park like" atmosphere. Contractors must follow the contract documents and Instruction to Bidders for the work as required by the school district. No students are expected to be at this school for the summer. All questions will need to go through PCI Consulting.

All Subcontractors shall be familiar with the full set of the contract documents. Each subcontractor trade shall take ownership and coordination of all the contract documents, not just of their discipline.

The General Contractor shall clean up at the end of each day, with a thorough and complete site clean up on Fridays.

The contractor shall inform at the time of bid, on a separate sheet of paper, any equipment or material that has a lead time that is outside or close to the time of completion of construction.

ALTERNATE BID PROJECT SCOPE:

Please provide a separate cost for the following scope of work on the bid form.

Description of Add Alternates – Stormwater Facility

Alternate A1 – Access Road Regrading
This work consists of regrading the center portion of the existing access road to achieve compliance with ADA trail requirements. The scope includes lowering the existing roadway profile, removal and replacement of the existing subbase materials, and construction of a boulder retaining wall along the east side of the roadway.

All disturbed areas outside of the roadway surface shall be restored with four (4) inches of topsoil, fertilized, seeded, and mulched. The roadway surface shall receive two (2) inches of topsoil. The installation of the 6-foot-wide "sur-pac" surface is included under the Base Contract and is not part of this alternate.

Alternate A2 – ADA Access to Forebay
This work includes grading and construction of retaining walls to provide ADA-compliant access from the Access Road to the forebay area. The scope includes construction of supporting abutments and installation of a pedestrian footbridge over the forebay overflow weir.

The pathway surface shall consist of crushed stone "sur-pac." All disturbed areas shall be restored with four (4) inches of topsoil, fertilized, seeded, and mulched.

This alternate also includes modification of the perimeter fencing around the stormwater management facility to accommodate installation of a gate at the intersection of the new access path and the maintenance access road.

Alternate B – Education Terrace
This work includes construction of a pathway from the existing Athletic Field Maintenance Road to the proposed Education Terrace. The scope includes all required grading, installation of amphitheater seating stones, and construction of the terrace area. All disturbed areas shall be stabilized with four (4) inches of topsoil, fertilized, seeded, and mulched.

Alternate C – Terrace to Maintenance Road Stairway
This work includes construction of a stairway and associated pathway extensions to connect the pathway leading to the Terrace landing area with the existing maintenance access road. All disturbed areas shall be stabilized with four (4) inches of topsoil, fertilized, seeded, and mulched.

Alternate D – Terrace to Forebay Stairway Connection
This work includes extension of the pathway from the west end of the Education Terrace to the upper terminus of the stairway system connecting the upper plateau area to the lower forebay area (constructed under Alternate A2).

This alternate includes modification of the perimeter safety fencing included in the Base Contract and installation of a 4-foot by 6-foot gate. All disturbed areas shall be stabilized with four (4) inches of topsoil, fertilized, seeded, and mulched.

Description of Add Alternates – Baseball Field

Add Alternate E – Outfield Irrigation
This work consists of furnishing and installing irrigation distribution piping within the outfield area. The Base Contract includes installation of the sprinkler distribution system immediately outside the infield skin to provide adequate coverage for dust control of the infield clay surface.
This alternate extends the irrigation system to serve the outfield turf areas. The limits are depicted on Sheet C3.5

Add Alternate F – Outfield Drainage
This work consists of installation of slit drains within the outfield area, including all associated collector piping and conveyance lines necessary to connect to the existing drainage system. This alternate extends the stormwater and groundwater collection system to serve the outfield turf areas. The limits are depicted on Sheet C3.4

Base Contract Provision
The Base Contract includes furnishing and installing tees and securely capped stub-outs at all designated connection points for Add Alternates E and F to facilitate future system expansion.

(G&H) The soils onsite have not been confirmed to be development "urban" soils, however we know that most soils in Burlington are found to be "urban" soils. Testing of the soils will be conducted prior to the start of the project. In the event the soils need to be disposed of off site accordingly, we are asking contractors to provide an add alternate price to transport and dispose of 730 CY of soil to:

(G) A categorical solid waste facility that is permitted to receive development soils
(H) A solid waste facility for use as alternate daily cover

In addition, all employees handling such soils must be HAZWOPER trained.

PROJECT GENERAL SERVICE:

The Site Contractor shall be expected to perform all professional services consistent with the industry accepted roles of a **lead contractor.** In general, the deliverables shall include, but shall not necessarily be limited to:

1. Attending meetings with the Project Manager, Owner, Facility Manager, Architect, and/or Engineer as necessary, throughout the construction document period. These meetings will be held every two weeks, on-site or virtual up to the start of construction. After construction has commenced, project meetings will be held weekly on-site. Location within the building to be determined.

2. Contractor to follow all requirements of a **Non-Negotiable** AIA A104, 2017 Form.

3. Construction phase planning and coordination with the Owner's Project Manager and Facility Manager for access and coordination within the project site.

4. Work with the Owner, Facility Manager and Project Manager and others to prepare a detailed construction schedule.

PROJECT PROCUREMENT REQUIREMENTS:

This project is being funded through a federal Congressional Grant and managed by the U.S. Environmental Protection Agency (EPA) and subject to all 2 CFR 184 requirements up to and including Build America, Buy America (BABA) and Davis Bacon wage requirements.

To demonstrate that your product meets the BABA requirements, contractors will be required to submit a self-certification letter from the product manufacturer attesting that the product(s) supplied to the project meet the BABA requirements with every submittal.

BABA/AIS
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184

- *Produced in the United States* means:
  - (1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) In the case of manufactured products:
    - (i) The product was manufactured in the United States; and
    - (ii) The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. *See* § 184.2(a). The costs of components of a manufactured product are determined according to § 184.5.

- For BABA purposes, manufactured products are considered "produced in the United States" if the final product was manufactured in the United States and components of domestic origin constitute greater than 55 percent of the total cost of all components. Components are items incorporated directly into the final manufactured product. The cost of a component includes transportation costs, any applicable duties, and allocable overhead costs. The cost of a component does NOT include any costs associated with manufacture of the final manufactured product. More information on determining the cost of components for manufactured products can be found in OMB's guidance at 2 CFR 184.5.

Contract Provisions for Non-Federal Entity Contracts
eCFR :: Appendix II to Part 200, Title 2 -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, items A-L.

- Equal Employment Opportunity (C).
- The Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act must be addressed in all contracts over $100,000 (G).
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (E).
- Byrd Anti-Lobbying for contracts over $100,000 (a general Grant T&C) (I)

Debarment and Suspension: Contractor must certify that, as of the date that any contract is signed, neither contractor nor contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

CONTRACTOR QUALIFICATIONS:

The contractor must submit with their bid form a cover letter identifying your organization's qualifications to conduct this work as well as a list of a minimum of three (3) projects completed of similar size and scope within the last five years, and a minimum of three (3) references.

END OF SECTION

DEFINITIONS, CONTRACT TERMS AND CONDITIONS:

Default

Owner shall have the right to declare the firm in default if:

a. The firm becomes insolvent;

b. The firm makes an assignment for the benefit of creditors;

c. The firm is subject to a voluntary or involuntary petition of bankruptcy filed by or against the firm or;

d. The firm is unable to provide evidence of required insurance coverage as set forth below. If the firm is declared in default, or in the event the firm forecloses for any reason, the Owner shall have the right to exercise termination options.

Firm

Any combination Companies and their respective sub-contractors that are required to provide the services requested.

Indemnification

The firm must agree to defend, hold harmless, and indemnify the Owner, their officers, agents and employees against any and all claims, or injuries to any person or firm, arising out of the actions of the firm, its officers, agents, or employees in fulfilling the terms of its contract with the Owner.

Non-Transferable

The firm shall not have the right to transfer or assign the contract to any other person, company or corporation.

Payment Terms

If, in the opinion of the Owner, the quality of service is unsatisfactory or if any other non-performance or substandard issues arise, payment may be withheld. The amount and withholding period are at the discretion of the Owner.

Provide

Furnish and install, complete and ready for intended use.

Shall

A term that means mandatory and indicates a requirement that must be implemented and verified. A term used in requirement specifications to denote something that is required.

Termination for Performance

The contract may be terminated at any time by the Owner for unsatisfactory performance. In such a case, the Owner will provide written notice to the firm citing the unsatisfactory performance, giving the firm ten (10) working days to improve its performance to the satisfaction of the Owner. In the event that the firm's performance does not improve to the satisfaction of the Owner, the contract for services may be immediately terminated.

Termination Options

In the event of a contractual termination, the Owner reserves the right to employ another firm to complete the term of this agreement. The original firm shall be responsible for any extra or additional expense or damages suffered by the Owner. In that event, the firm shall be required to indemnify the Owner for any loss that may be sustained.

The contractor acknowledges that they fully understand the scope and the nature of the work to be performed. The contractor shall be wholly responsible for the measurements, quantities, and other information necessary for materials, labor, and other costs associated with the project work.

MARK-UP ON CHANGES:

List the percentage markup for project management, general conditions, Payment and Performance Bond, overhead, and profit for changes in the work (Change Orders). This markup percentage will apply to all components of the Change Order, including subcontractors, in-house labor, and materials. Place this percentage on the Bid Form as provided.

OTHER PROJECT COSTS:

Performance and Payment Bond: Provide a fixed amount for a Performance and Payment Bond for 100% of an assumed Construction Cost. Bond costs for Change Orders shall be included in the markup percentage included elsewhere in this Bid.

Property Insurance Deductible: The Construction Manager shall be responsible for the Owner's property insurance deductible for all project related claims against the Owner's property insurance. The deductible is $10,000.00 /claim. This will not be an eligible Cost of Construction.

PROPOSAL REQUIREMENTS AND CONDITIONS:

In order to be eligible for consideration, proposals must meet the following conditions:

1. **All proposals must be submitted on the Bid Form that is part of this RFP.**
2. Proposals should be inclusive of all project costs including materials, labor, necessary permits, and equipment as detailed in the Scope of Work.
3. Pricing shall be free of any sales tax. BSD is tax exempt and will provide a certificate stating such.
4. Proposals shall be binding and prices shall remain in effect for the duration of the construction period to the completion of the project.
5. Proposals must be accompanied by the required bid bond Form.
6. If there are any exclusions or limitations with the bidding lead contractor, then the contractor shall submit a separate page listing those project exclusions or limitations.
7. Proposals shall be signed and clearly identify the name, address, and telephone number of the interested party.
8. Submit all required sealed bids and bid forms in hard copy to Burlington School District. All bids submitted either by mail or in person shall be enclosed in a separate, sealed envelope clearly labeled with the project name (details below, see item #9), and the notation "SEALED BID – DO NOT OPEN." This sealed bid envelope shall then be placed within a separate outer mailing envelope or package for delivery to the Owner. The outer mailing envelope shall also identify the project and the bidder's name and return address. Failure to properly seal and label the bid as specified may result in premature opening and could

render the bid nonresponsive.

9. **All proposals must be submitted in a sealed envelope with the project name; BHS Stormwater Enhancements and Baseball Field Renovation Project Attn: Barry Gruessner and delivered to Burlington School District Central Office located at 150 Colchester Avenue in Burlington on or before 2:00 p.m. Tuesday, March 31, 2026.**

Failure to meet all requirements may result in disqualification of proposals.

BID GUARANTEE:

The undersigned Bidder further agrees to execute a contract for this Work in the above amount and to furnish surety as specified within [10] ten days after a written Notice of Award, if offered within [30] thirty days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached bid bond, as liquidated damages for such failure, in the an amount constituting five percent (5%) of the Base Bid amount.

- The bid will be for the complete work as described above, as called for in the Specifications, indicated on this RFP, or as reasonably inferable from either or both, including the work of all subcontractors, as described herein.
- All Bidders are instructed to examine the Drawings carefully, to read the Project Manual to ascertain personally by investigation and observation, the extent and character of the work to be performed, the location and availability of the various utilities and the present condition of the site.
- The successful Bidder shall furnish the Owner with certificates of insurance in the amounts indicated or other amounts as required by law, whichever is greater
- The Owner reserves the right to waive irregularities or informalities, and to reject bids for any reason.

The bid form attached within this RFP must be submitted by the deadline of 2:00 p.m. on March 31, 2026 to:

Burlington School District Central Office
150 Colchester Ave.
Burlington, VT 05401

Bids will be opened publicly which will begin promptly at 2:00 p.m. on March 31, 2026.

Any questions to be submitted by end of day (EOD) of March 25, 2026 and responses will be provided by the EOD of March 27, 2026. Send questions to:

Owner's Project Manager
Marty Spaulding
PCI : Capital Project Consulting
marty@pcivt.com

BID FORM

Bidder: Bid from _____ (hereinafter called "Bidder" organized and existing under the laws and State of _____ and doing business as _____ ("a corporation", "a partnership", "an individual") for the Burlington School Disrict (hereinafter called "Owner")

Bid Duration: The Bid shall be good for 60 days.
Bid Bond Form: Provide a completed Bid Bond Form (AIA Document A310-2010).
Contract Form: We will be using the AIA Document A101 or A104 Form.
Sales Tax: This project is Sales Tax Exempt.

BID:

The undersigned, having examined the drawings, specifications, having visited the site, and examined the conditions affecting the work, hereby proposes and agrees to furnish labor, materials, controls and equipment, to perform the operations necessary to complete the work as required by the construction documents (excluding add alternates), for the stipulated sum of: ($_____), written out as:_____
_____dollars

BID ALTERNATES:

Add Alternate A1 Access Road Regrading	$
Add Alternate A2 ADA Access to Forebay	$
Add Alternate B Education Terrace	$
Add Alternate C Terrace to Maintenance Road Stairway	$
Add Alternate D Terrace to Forebay Stairway Connection	$
Add Alternate E - Athletic Field Outfield Irrigation System	$
Add Alternate F - Athletic Field Outfield Drainage	$
Add Alternate G - Transport and Disposal of 730 CY soil to a categorical solid waste facility that is permitted to receive development soils	$
Add Alternate H - Transport and Disposal of 730 CY soil a solid waste facility for use as alternate daily cover	$

Change Order mark-up percentage _____%

ADDENDUM:

Bidder acknowledged receipt of the following ADDENDA: (List addendum number and date)

1.	2.

Business Company Owner Signature:_____ Date:_____

GENERAL CONDITIONS OF THIS CONTRACT:

1. **General**
   1.1 The Work of the contract shall consist of construction materials, labor, equipment, controls and services required by the Drawings, Specifications and other Contract Documents, or as reasonably inferable from any or all of the Construction Documents. The Work shall be for the whole of the project as described in the Construction Agreement.
   1.2 The Work of the project shall comply in all respects with applicable federal, state, county and/or city regulations, laws and codes. Required building and trade permits shall be obtained by the Contractor before beginning construction.
   1.3 Materials and workmanship shall be equal to the highest standard and shall be to the satisfaction of the Owner. They shall also be in accordance with current industry standards such as: the American Society of Testing Materials, The American Water Works Association, and The National Board of Fire Underwriters.
   1.4 Substitution of items will not be permitted unless specifically approved by the Owner in writing.

2. **Owner**
   2.1 The Owner shall furnish the Contractor with a survey of the project site if required.
   2.2 The Owner shall obtain and pay for the necessary approvals, easements and/or variances required for the construction of the project.
   2.3 If the Contractor fails to complete the Work, or part of the Work, of the Agreement in accordance with the Construction Documents, and fails to correct such discrepancies, the Owner may, by written order, stop work on all or part of the project until the cause has been corrected.
   2.4 The Owner reserves the right to occupy the building space, or such portions thereof as may be desired, at any time without in any way invalidating this Agreement.

3. **Contractor**
   3.1. The Contractor shall be solely responsible for the Work described in the construction agreement. They shall have complete control over construction methods, techniques and procedures and shall supervise work with their best skill and attention.
   3.2. The Contractor shall pay for all labor, equipment, materials and services required to complete the Work as described in the Construction Agreement as well as building permits and other governmental fees, licenses and inspections necessary for the proper completion of the Work.
   3.3. Contractors and Subcontractors will coordinate their work with that of other Contractors so that all work will be in harmony with the other Contractors on the project.
   3.4. The Contractor warrants to the Owner that materials and equipment required to complete the work on the project will be of good quality and new, unless otherwise specified.
   3.5. The Contractor shall take care in working near existing areas to protect them from damage. The Contractor shall be responsible for any damage to existing areas and will repair such damage, at the Contractor's expense, to the Owner's satisfaction.
   3.6. The Contractor shall keep the project site and surrounding area free from waste

materials, rubbish, and dust which results from its work on the project. Removal, hauling, and disposal of rubbish and waste materials shall be the responsibility of the Contractor.

3.7. The Contractor shall be held responsible for all damages resulting from its employees, or its subcontractors, errors, omissions or negligence in the performance of the Work of the Construction Agreement.

3.8. The Contractor shall hold harmless the Owner from and against claims, damages, losses, expenses, legal fees or other costs resulting from the Contractor's performance of the Work of the Construction Agreement.

3.9. The Contractor shall provide the Owner access to the Work.

3.10. Construction work will take place within an occupied housing facility. Occupants and staff health and safety must at all times be a paramount concern. All debris and dust generation must be contained, cleaned, and removed immediately, with the work area left safe and ready for occupancy at the end of each day. The work area shall be considered safe and ready for occupancy when they are free of dust/debris, construction waste, sharp objects & corners which could cause injury, trip hazards and/or other hazardous conditions.

4. Subcontractors

4.1 The Contractor shall select the subcontractors, except that it shall not use subcontractors to whom the Owner has a reasonable objection. The Contractor shall not be required to use a subcontractor to whom it has a reasonable objection.

5. Disputes

5.1 Any claims or disputes between the Contractor and the Owner arising from this Agreement shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless both parties agree otherwise.

6. Work by Other Contractors

6.1 Contractors and subcontractors shall work in harmony with others on the project and shall afford the Owner and other subcontractors' reasonable opportunity for the storage of materials and equipment.

7. Changes

7.1 Changes, modifications, additions and/or deletions to the Work under this agreement will only be made by written order signed by the Owner and the Contractor. Any such changes will not invalidate this Agreement. The time for project completion and the project cost will be adjusted accordingly and as agreed upon by both parties in writing. Project extension of time shall be included within the change order that is presented at that time.

8. Time

8.1 If at any time the Contractor is delayed in performing the work under this agreement by the Owner requested changes, labor disputes, fire, or other circumstances over which the Contractor has no control, the contract time shall be extended by the same amount of time as was caused by the delay.

9. Payments

9.1 Payments will be made by the Owner to the Contractor in accordance with the payment schedule stipulated in the Agreement.

9.2 Payments may be withheld for any of the following conditions:

i) Defective work not corrected.

ii) Failure of the Contractor to make payments to subcontractors or for materials, labor, equipment, and / or services.

iii) Continued failure to perform the work in accordance with the terms and conditions set forth in this Agreement.

iv) Legal or other claims by third parties relating to the work performed under the Agreement.

9.3 Final payment shall become due when the Work of the Agreement is completed in accordance with the Construction Documents. A partial release of lien will be required for the value of each pay request. A full release of the lien when all final punch list items are addressed to the owners satisfaction.

10. Insurance

10.1 The Contractor agrees to take out and maintain during the life of this Contract insurance with a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located and reasonably acceptable to the Owner, as follows:

i) Worker's Compensation or similar Insurance as required by the laws of the state in which this Work is to be performed or by applicable federal law,

ii) Employer's Liability Insurance,

iii) Comprehensive or Commercial General Liability Insurance covering bodily injury, death and property damage with Bodily Injury Liability in an amount not less than $2,000,000 per person and $2,000,000 per occurrence and Property Damage Liability in an amount of not less than $2,000,000 per occurrence. The explosion, collapse and underground excavation exclusion, commonly known as the "XCU Exclusion," shall be eliminated and coverage for these perils shall be provided. Coverage shall include the Broad Form Property Damage endorsement (including Completed Operations).

iv) Comprehensive Automobile Liability Policy with Bodily Injury Liability in an amount not less than $500,000 per person and $1,000,000 per occurrence, and Property Damage Liability in an amount not less than $50,000 per occurrence. This Policy shall cover all Owned and Non-Owned Vehicles and to include Non-Ownership and Hired Car Coverage.

v) Broad Form Completed Operations (or Products) Liability for the same limits as specified for the period of two years after final payment is made to Contractor,

vi) Independent Owner's Protective,

vii) Contractual Liability specifically including this Contract for the same limits as specified in c) above, and

viii) Any additional insurance required for the performance of Contractor's Work by the terms of the Contract.

10.2 Insurance Certificate. The Contractor agrees to obtain from its insurance carrier(s) an insurance certificate or certificates in the form required by the Owner, and indicating

the Project name, within five days of the effective date of this Contract, and in every event prior to commencement of on-site Work by the Contractor. Such certificates shall certify that coverage as required above is in full force and effect and shall also include a provision whereby the Owner will be given 30 days written notice in the event of cancellation or modification of any of the coverage. The Owner may withhold such payments as it may deem necessary to guarantee compliance with these requirements or to indemnify it, against claim or loss that should be covered by the required insurance. The Certificate of Insurance shall show any Umbrella Policy Contractor carries in the same manner as all other insurance policies.

10.3 Additional Insureds: The Contractor is required to name the Owner as insured or additional insured on each of these policies except for Worker's Compensation. Each policy shall state that such insurance is primary and any insurance maintained by the Owner shall be excess and noncontributory.

10.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and any other person or entity required by the specifications, and agents, officers and employees of any of them, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than to injury to or destruction of all or any portion of the Project or the Work which injury or destruction is paid for by property insurance, without right of subrogation), but only to the extent caused by the negligent acts or omissions of the Contractor, its subcontractors and suppliers, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by a party indemnified hereunder.

11. Work Safety

11.1 The Contractor shall at all times furnish a Competent person who is qualified/certified by the governing safety association to identify, evaluate, and remedy an unsafe situation in the workplace.

11.2 The Contractor will follow all safety regulations outlined by OSHA or VOSHA, whichever is more stringent.

11.3 The Contractor will, at all times, implement an active and ongoing safety policy, which will apply to the primary Contractor and Subcontractors and all their employees.

11.4 The Contractor shall, at all times, keep the safety of the occupants and staff as the paramount priority. Methods may include, but are not limited to, signage, barriers, dust control etc.

11.5 The Contractor shall at all times secure and/or monitor any tools, equipment, and work areas not immediately in use. The presence of the occupants should be expected. Their safety and isolation from construction activities is a paramount priority.

11.6 The Owner or Owner's Representative reserves the right of "stop work authority" if they determine that there is an imminent risk.

12. Correction of Deficiencies

12.1 The Contractor shall promptly correct any deficiencies in the work, any work

not in accordance with the construction documents, and/or any work rejected by the Owner.

12.2 The Contractor and Subcontractors shall provide guarantees of workmanship and material warranties for at least one (1) year from the time of completion of their work under the agreement.

13. Termination of the Agreement

13.1 If the Contractor fails to carry out the work in accordance with the agreement and other construction documents, the Owner may, upon seven (7) days written notice to the Contractor, terminate the contract, and finish the work by whatever method the Owner determines. If the cost of completing the work exceeds the balance due under this agreement, the difference is to be paid to the Owner by the Contractor.

14. Jurisdiction

14.1 This agreement shall be governed by the laws of the State of Vermont.

END OF SECTION