



REQUEST FOR PROPOSAL
Burlington School District
Integrated Arts Academy
Kitchen Project
Issued By:
Burlington School District
Issue Date: April 11, 2025

OWNER:

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

<p>OWNER'S REPRESENTATIVE</p> <p>PCI Capital Project Consulting Tom Yandow, Project Manager PO Box 4313 Burlington, Vermont 05406 tyandow@pcivt.com (802) 923-6576</p>	<p>Architect</p> <p>Colin Lindberg, Architect Randy Burnett 208 Flynn Ave Suite 2B Burlington, VT 05401 randy@colinlindberg.com (802) 864-4950</p>
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KEY DATES:

- April 11 - Issue RFP bid packet
- April 18 - Deadline (EOD) for contractor questions
- April 23 - Deadline (EOD) for response to contractor questions
- April 30 - Bids Due (2:00 PM due by email)
- May 6 - 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
Mark up on Changes, Other Project Costs	4
Bid Guarantee	5
General Conditions of the Construction Agreement	6 - 10

ATTACHMENTS:

[Project Manual and Specifications](#)

[Bid Set IAA Kitchen Plans](#)

Invitation to Bid and Instructions to Bidders

The Burlington School District (BSD) will be accepting bids from **General Contractors (GC)** for a kitchen upgrade project at the Integrated Arts Academy located at 6 Archibald Street in Burlington, VT. The project anticipates a start date of June 2025 and must be completed by August 18, 2025. The GC will be the lead contractor for this project.

BASE BID PROJECT SCOPE:

This project consists of demolition of some of the existing kitchen walls, saving existing cooking equipment for reinstallation, new walls, new mechanical equipment, new electrical equipment, new electrical devices, and renovation of the sprinkler system. Contractors need to follow the contract documents and Instruction to Bidders for the work as needed at the school. 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 complete clean up on Fridays.

There are seven (7) Alternates that the Architect has laid out. Each will be priced individually with the contractor tabulating them on the Bid Form as provided. Contractor to provide an Allowance for the repair of the tile work within the kitchen area..

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

PROJECT GENERAL SERVICE:

The General 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 A101, 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.

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 voluntary or involuntary petition of bankruptcy is 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 – To be determined. 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 \$100,000.00 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 /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.**
- Proposals should be inclusive of all project costs including materials, labor, necessary permits, and equipment as detailed in the Scope of Work.
- Pricing shall be free of any sales tax. BSD is tax exempt and will provide a certificate stating such.
- Proposals shall be binding and prices shall remain in effect for the duration of the construction period to the completion of the project.
- Proposals must be accompanied by the required bid bond Form.
- 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.
- Proposals shall be signed and clearly identify the name, address, and telephone number of the interested party.

8. **Proposals must be submitted by email, on or before 2:00 p.m. Wednesday April 30, 2025.**
To Tom Yandow at tyandow@pcivt.com via email only.

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 above.

- 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 General Contractor bid form, as attached within this RFP must be submitted by the deadline April 30, 2025 @ 2:00 PM by email to:

Owner's Project Manager
Tom Yandow
PCI : Capital Project Consulting
(802) 923-6576
tyandow@pcivt.com

Any questions to be submitted by end of Day (EOD) of April 18, 2025 and responses will be provided by the EOD of April 23, 2025. Send question to:

Owner's Project Manager
Tom Yandow
PCI : Capital Project Consulting
(802) 923-6576
tyandow@pcivt.com

END OF SECTION

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