

Vermont Agency of Natural Resources
Department of Forests, Parks and Recreation (FPR)
103 South Main Street, 10 South
Waterbury, Vermont 05671

Request for Proposal (RFP)
For Renovations of CCC Bath House at Elmore State Park

I. INTRODUCTION

Design teams, led by an architect, qualified to work on historic structures and recreational facilities are invited to bid on providing planning, design, and permitting, Bid period and construction/commissioning period services for the rehabilitation/renovation and improvements to the CCC Beach House and area at Elmore State Park in Elmore, Vermont. This project is funded by State Capital funds appropriated to be put into construction quickly. Vermont State Parks is interested in contracting with a design team that can deliver services in the desired timeframe. The ability of the design team to meet the Secretary of the Interiors Standards for the Treatment of Historic Properties (1995) will be key to success.

II. BACKGROUND

The Beach House at Elmore State Park was constructed by the Civilian Conservation Corps in the 1930's. It has served as the focal point for this park for nearly 75 years. Over time some modifications have been made to the interior space; however, the exterior and the overall character of the structure remain as it were in the 1930's. This structure is listed on the National Register for Historic Places.

In accordance with 22 VSA 14, The Vermont Historic Preservation Act, FPR has a responsibility to seek comments about the project from the Division for Historic Preservation who will act on behalf of the Vermont Advisory Council on Historic Preservation. The Division may send the review to the Advisory Council. For more information, please refer to: <http://historicvermont.org/programs/regulatory.html>

Furthermore, this project will be partially funded with a Federal Land and Water Conservation Fund grant and will need to comply with Section 106 of the National Historic Preservation Act of 1966. Design and construction work must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties (1995). A specific condition of this project is that historic documentation be performed by an individual qualified to prepare nominations to the National Register of Historic Places as defined by The Vermont Division for Historic Preservation (see 36 CFR).

It is the goal and desire of FPR to preserve and interpret cultural resources, which is in this case the legacy of the Civilian Conservation Corps, on behalf of our visitors. To do so we must balance rehabilitating this structure in a manner that is sensitive to the historic character of this site and structure with the need to attract an audience

for that interpretation by providing modern function and access for the park visitor of today and the foreseeable future.

State Parks staff has conducted a preliminary inventory of the structure and the immediate area for intact historic fabric and design and has a broad understanding of historic elements that are to be preserved and even possibly restored or re-established. There are distinctive areas or zones that will be important to preserve, but there are also areas and elements previously disturbed that will allow accommodation of updated programs, space use and finishes. Even within this broad understanding, there is flexibility to meet program needs.

Agency of Natural Resources, Facilities Engineering Section has completed a topographic survey of the immediate building site.

The structure has been surveyed for asbestos and lead by Crothers Environmental Group, LLC.

III. SCOPE OF SERVICES

A. General

The successful design team will be responsible for completing assessment and investigation of building and systems, executing and coordinating design of renovations and improvements, and assisting in the permitting for this structure and site.

Scope of work also includes provisions of Attachment "C" State of Vermont, Customary State Contract Provisions, which is attached to and considered part of this RFP.

1. Meet with FPR staff to confirm approach, deadlines, schedules and lines of communication for the project.
2. Review existing plans and other pertinent information.
 - a. FPR maintains records of previous projects at this park. The appropriate member of the design team should plan to travel to Waterbury to review all necessary files. Some relevant files are included on the "Additional Documents" CD
3. Conduct site reviews and surveys to confirm information gathered and review all aspects of the site that will affect the outcome and completion of the project.
4. The design team shall obtain, at the expense of the FPR, all necessary borings, soil tests, and other information on present materials required in connection with the project, but only after estimated costs thereof have been submitted and have been approved in writing by FPR.
5. Reimbursable mileage, will apply only when traveling in connection with the project for other than regular trips from the office to the site, and will be paid at the GSA rate (currently \$0.55/mile) as published at the following website:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=9646&contentType=GSA_BASIC

6. Communications by electronic method is preferable. Files must be in readable PDF format.
7. (FPR will provide an ftp site that will allow transfer and sharing of large electronic files. This should expedite communication, design review and conserve paper resources. The selected design team will be provided with access information)
8. **IF** review of paper copy is required, design team shall provide three copies. Copies for design team's office use will not be reimbursed.
9. Drawings and specifications will be in CSI format.
10. A recent topographic survey of the site and structure has been completed by VT ANR, This data will be made available to the design team, though will likely need to be supplemented to encompass additional scope of design.
11. The structure has been surveyed for asbestos by Crothers Environmental Group, LLC. Technically, no asbestos containing materials were discovered during the inspection. However, black undercoating on the kitchen sink contains <0.25% asbestos and is not by definition an asbestos containing material, and for that reason will have no special handling instructions. However, since it does have a small amount present, the contractor should be aware. A copy of the Crothers report is available as an appendix to this RFP.
12. Lead paint is present on a variety of interior and exterior painted surfaces. Appropriate procedures should be including with plans and specifications and opinion of probable cost for construction.
13. Investigate and document the material history of the structure and site in order to determine original and later materials and design changes. This work shall be conducted by a Member of the design team that meets the Secretary of the Interior historic preservation professional qualification standards for Architectural Historian. A preliminary historic survey has been made by Park Staff and is available on the "Additional Documents" CD
14. Confirm the program needs as communicated by FPR and prepare up to a series of three (3) conceptual alternative designs that meets those needs.
15. During conceptual design phase participate in one public evening meeting in the Elmore community introducing and discussing the design concepts. FPR staff will run the meeting.
16. Throughout the entire design process maintain a project cost estimate with details commensurate with the phase and scope of design.
17. Advise FPR on changes to estimated construction cost due to changes in design and features in writing. A written detailed estimate of probable construction cost will be required prior to completion of final design.
18. Undertake all permitting activities that have not been completed by FPR and that must be completed prior to construction. FPR will be the "owner" on any and all permits and will be responsible for the required fees. (See section D – Permits for details)

B. Design - Desired Program Elements and Other Upgrades for the Facility

FPR has some established standard materials and finishes for facilities in State Parks. However the historic character of the facility may require in some cases deviation or modification in color and scale. It is anticipated that all materials will be durable and high quality, all fixtures will be for high use areas and designed for the best energy efficiency.

1. SITE / LANDSCAPE

- a. ADA compliant accessible route from the parking area
- b. Plan use areas and pedestrian flow at the beach area including:
 - Accommodations within the project area for pedestrian and bicycle access from village center.
 - Access for park visitors from the parking area.
 - Improved pedestrian linkage from the day-use shelter.
 - Improved access for car top boat launch from parking area.
 - Indicate space for accessible play structure within the beach area.
- c. Reestablish proper surface drainage and restore landscape elements in a manner sensitive to the historic nature.
- d. Accessible outdoor drinking fountain
- e. Accessible outdoor foot wash station
- f. Screen or eliminate the appearance of utility elements.
- g. Bury all utility lines.

2. BUILDING – FOUNDATION OR SLAB

- a. Replace foundation include structural detail for the concrete footings, walls, slabs, under drain and surface drainage details.
- b. Replace utility connections
 - All utility conduits must be internal and hidden from public view
- c. Replace flooring substructure as needed or as part of foundation replacement
- d. Address persistent water in the crawl space and/or drainage around building site.

4. BUILDING - ENVELOPE

- a. Address all elements of the envelope detailing restoration / replacement required.

5. BUILDING - LIGHTING AND ELECTRICAL

- a. All electrical design shall conform with current codes and acceptable practices.
- b. All design shall be energy efficient and complement the historic character and use of the building.
- c. Plan for replacement of building electrical service and interface with Morrisville Water and Light.
- d. Improve day-lighting in the structure within the limitations of maintaining historic character.
- e. Restore historic lighting and supplement with additional lighting as needed remaining sensitive to the character of the structure.
- f. Occupancy sensors in all restrooms and utility rooms.

- g. Exterior lighting will be low level unobtrusive lighting system only for security – Shall at a minimum comply with the following: (Excerpted from; US Green Building Council, Green Building Rating System For New Construction & Major Renovations Version 2.2, Light Pollution Reduction, Dark (Park and Rural Settings) *“Design exterior lighting so that all site and building mounted luminaires produce a maximum initial illuminance value no greater than 0.01 horizontal and vertical footcandles at the site boundary and beyond. 0% of the total initial designed fixture lumens are emitted at an angle of 90 degrees or higher from nadir (straight down).”* Include energy savings features such as timers, light sensors and/or motion detectors.
 - Interior lighting shall be considered exterior lighting when windows allow light out of the building and shall comply with the requirements of the exterior lighting in regards to trespass and cut off.

6. BUILDING - RESTROOMS

- a. Men's, Women's and if possible, Family restrooms.
- b. ADA compliance throughout. (Reference National Park Service Preservation Brief # 32 [Making Historic Properties Accessible](http://www.nps.gov/hps/tps/briefs/brief32.htm) <http://www.nps.gov/hps/tps/briefs/brief32.htm>)
- c. All fixtures will be low flow and have automatic shut off
- d. All fixtures shall be suitable for winterization without requiring substantial disassembly.
- e. Plumbing accessible for replacement/repair and pitched to drain completely for seasonal closure by gravity only.
- f. Include changing facilities for swimmers
- g. Include diaper changing facilities
- h. Heated water in sinks
- i. Hand driers

VT FPR has selected standards for some fixtures such as toilets. Design team shall incorporate existing standards and explain required deviations

7. BUILDING - CONCESSION

- a. Area with public counter/window to sell prepackaged items such as candy, ice cream, soda, chips and merchandise such as Park items and beach items. Park boats will be rented from concession stand.
- b. Rental equipment storage for paddles, oars and life jackets.

8. BUILDING - PUBLIC GATHERING AREAS

- a. Central area planned for foot traffic to the different services within the building including area for public information to be displayed and for viewing of interpretive material.
- b. Fireplace shall be operable.

9. BUILDING - INDOOR SHELTER / NATURE CENTER

- a. Area to be used by the public as an alternative to outdoor picnic shelter for groups up to 30 - 50 people.
- b. Used by park staff for public nature programs.
- c. Have static displays for public to view informally.

- d. Emergency shelter from severe weather. Special Note: Specification of flooring may be important in this role.

10. BUILDING - UTILITIES

- a. Suitable storage for cleaning materials and area for staff to prepare cleaning solutions, fill mop buckets etc.
- b. Discretely located building electrical panel, water valve and sewage pump controls. Utility items shall be out of public view yet accessible for maintenance as required.
 - o Set aside space in utility room for installation of net metering electrical equipment for future photovoltaic installation.
- c. Renovation of existing effluent pump station will be required including replacement of internal components, pumps, wiring, controls and cover. (ANR/FPR maintains a standard design but design team will be responsible for proper sizing of components and permitting.
- d. Communication services needed – telephone, Wi-Fi, computer.
- e. Recycling area – either for public or for staff use only.

C. Permits

FPR may assist with the continuation of this process to a limited extent as may be necessary, however the responsibility for all permitting issues resides with the successful design team except as qualified below. FPR will be the owner and applicant and will be responsible for any applicable fees for any and all permits related to this project. Successful design team will be expected to include FPR on any and all conversations related to permits.

- 1. No Federal permits required: Compliance with Section 106 of the National Historic Preservation Act of 1966 will be coordinated with the State Division for Historic Preservation.
- 2. State permitting requirements including:
 - a. Environmental Board: ACT 250 permitting will **not** be required.
 - b. Department of Environmental Conservation: **Completion of all calculations, design and applications for permits will be the responsibility of the design team.**
 - i. Wastewater : Connection of building and upgrades to the sewage system will require a wastewater permit from the regional environmental office located in Barre.
 - ii. Water Supply : The park is a Transient Non-Community (TNC) Public Water System. Water Supply permit (if required) will be through the Water Supply Division office in Waterbury.
 - c. Division for Historic Preservation: In accordance with 22 VSA 14, The Vermont Historic Preservation Act, FPR has a responsibility to seek comments about the project from the Division for Historic Preservation who will act on behalf of the Vermont Advisory Council on Historic

Preservation. The Division may send the review to the Advisory Council. The selected design team shall provide plans and specifications suitable to ensure complete review by DHP or the Advisory Council

- d. Labor & Industry: The design team is responsible for all labor and industry permits.
3. Town: The State Park is a Protected Public Use but subject to review under Article IV, Section 4.8 of the Elmore Zoning Bylaw, amended January 12, 2005. The design team shall coordinate review and provide information needed for review as required. It is anticipated that the public informational meeting will provide early feedback regarding community concerns. The design team should consider the relationship between the State Park and the Town as a partnership.

D. Bid Period Services

Construction contract will be bid through State of Vermont, Buildings and General Services, Purchasing and Contract Administration (BGS PCA). BGS PCA administers the issuance of bid documents and oversees the bid opening. State front end documents, submittals required by state policy such as, Instructions to Bidders, Bonding Instructions, Bond Forms, W/MBE instructions and reports and Waste Reduction Planning documents are provided by the State of Vermont. Consultant will be responsible for development of all Supplemental General Conditions, all project specifications and detailed bid sheets

1. Assist FPR and BGS PCA in the bidding process.
2. Discuss in detail the General Specification and bidding requirements for FPR projects with Purchasing Agent. (FPR will supply Purchase Agent with access to project website for this purpose)
3. Deliver one hard copy and an electronic version of the construction documents to BGS PCA.
4. Supply a potential bidders list
5. Answer potential bidders' questions
6. Schedule and conduct a job showing
7. Issue any required addenda in coordination with BGS PCA
8. Review bids, investigate bidders and provide supported recommendation for award of contract in cooperation with FPR and BGS PCA..

E. Construction Period Services

Provide construction period services.

1. Pre-construction conference.
2. Submittal review and material inspection.
3. Issue field drawings, clarification and explanation as required for the duration of construction.
4. Review all required tests, and records.
5. Attend and participate in regularly scheduled job meetings.
6. Keep and provide minutes and records of meetings, decisions, field drawings etc.

7. Review contractor payment requests.
8. Coordination of change orders in accordance with State procedures
9. Provide all reports required by permits.
10. Develop commissioning plan for approval by FPR and oversee commissioning of structure and facilities

FPR may at its option provide for the employment and payment of a person known as a Clerk of the Works, referred to herein as a "Clerk" who shall be satisfactory upon employment to both the design team and the Owner. A Clerk shall, for all purposes of this Agreement, be the exclusive employee and authorized and responsible agent solely of the Owner, reporting to the design team.

The Clerk shall make continuous and complete on-site inspections of the work performed on the Project, to the extent reasonable under all the circumstances, and as required for the design team to complete the requirements under this Agreement, and as further required by the design team or FPR from time to time. Further, through such on-site observations by the Clerk, the design team shall endeavor to provide protection for the Owner against defects in the Work, but the furnishing of such Clerk shall not make the design team responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents nor will it release the design team's responsibilities under this agreement. The design team will work with the Clerk of the Works to ensure a high quality end product assisting in the following areas:

IV. TENTATIVE SCHEDULE

- A. July 2009 selection and contracting of design team
- B. August 2009 completion of review and delivery of conceptual designs delivery of first opinion of probable cost
- C. September 2009 review by VT DHP and application for permits
- D. October - November 2009 final design and estimate.
- E. December 2009 – Bid Phase and Construction contract executed
- F. Winter – Spring Construction start
- G. August 2010 Completion

V. PAYMENT STRUCTURE

- A. Payments for service will be made on a monthly basis. FPR will initiate payment upon receipt and approval of invoice based on the following:
 1. Invoices must be in accordance with the agreed upon fee schedule
 2. 10% of invoice amount will be withheld from payment until acceptance of deliverables from the work in that phase, or FPR is satisfied that that phase has been completed as evidenced by completion of tasks and start of work in next phase.

VII. PRE-PROPOSAL INFORMATION

A pre-proposal informational meeting will be held on Wednesday, July 8, 2009 beginning at 9:30 AM. The meeting will begin at the lower parking lot across from the Beach House and accessed through Elmore State Park entrance located at 856 Vt. Route 12, Lake Elmore, Vermont. GPS Coordinates **N44 32.902 W72 31.997** . The public areas of the building remain open and accessible during regular park operating hours. Access to the utility and toilet areas will be allowed during the scheduled information meeting and then at the sole discretion of the on site park staff. Elmore State Park charges a fee for entrance. **Please stop at the entrance station to the park and inform the Ranger that you are there to view the project site in preparation of submitting a proposal and the fee will be waived.**

VIII. PROPOSAL FORMAT

In the interest of reducing paper consumption and waste, bidders are asked that for other than the fee proposal, to send minimal material. Proposals and information on the company must be double sided, on pages no larger than 11x17". Packets of submitted material shall be bound by ONLY a staple or clip on upper left hand corner of sheet. Preprinted sales material is the exception but as stated below we prefer to reserve paper use for communication of project specific information.

Binders and plastic covers should not be used. Glossy and other hard to recycle material are discouraged. Electronic files are required to facilitate distribution to the selection team and references to information on bidders' website are encouraged.

A. Submittal Requirements

Read all provided materials carefully. Do not submit proposal in a binder.

Provide submittal information for the selection committee's evaluation in strict compliance with the requirements of this RFP and directions below. Submit two (2) separate sealed envelopes as required below.

1. **Submit Project Cost Proposal** in an opaque, sealed envelope labeled "PROJECT COST – Elmore Beach House" and the name of design team.
 - a. Please provide a fee schedule for the project based upon the size and scope described
 - b. Include a breakdown of the entire fee schedule into at least the following phases:
 1. General Scope (meeting, information and input gathering)
 2. Design (preliminary, draft specifications, public meeting)
 3. Permitting and Design (final, full specifications)
 4. Bid Period Services
 5. Construction Period Services
 - c. Provide fully burdened hourly rates for all individuals identified
 - d. Provide an estimate of reimbursable expenses (Any burden added to reimbursable expenses must also be identified)

2. **Submit Project Proposal and Qualifications** in a separate opaque, sealed envelope labeled "PROJECT PROPOSAL AND QUALIFICATIONS – Elmore Beach House" and the name of design team.

The selection of the design team will not be based on fee alone, the selection is "qualification" based.

3. The evaluation criteria for this project are:
 - a. Experience.
 - b. Strength of Design Team.
 - c. Ability to Meet Schedule.
 - d. Project Approach.
 - e. The Design Team's Construction Administrator.
 - f. Fee Structure (scored separately after evaluation of other criteria).

As these are the evaluation criteria upon which the selection will be base, your proposal should respond to each criterion in a well organized manner and in the order in which they are listed, (except for fee schedule). Respond to each criteria, but restrict information to that requested. Unorganized, non-responsive, or excessive and irrelevant information would impede our review of your proposal.

Provide one (1) hard copy and an electronic copy of pertinent information on CD or other external memory storage device.

B. Submission of Proposal

1. One copy of the proposal must be received no later than 3:30 P.M. EDT, Friday, July 15, 2009 by;

Frank Spaulding
Vermont Department of Forests Parks and Recreation
103 South Main Street, 10 South
Waterbury, VT 05671-
Phone: (802) 241-3660
Fax: (802) 244-1481
e-mail: frank.spaulding@state.vt.us

2. FAX and e-mailed proposals will be accepted. Although efforts will be made to protect confidentiality, FAX and e-mail proposals cannot be considered confidential. FAX and e-mail proposals must be complete and in possession of FPR prior to stated deadline. It is the responsibility of the party submitting the proposal to originate the FAX or e-mail message in sufficient time to insure receipt by FPR before the deadline. FAX or e-mail proposals **MUST** be immediately followed by a complete matching hard copy within 3 working days.

If hard copy is submitted by deadline, it should be accompanied by the electronic version.

3. FPR reserves the right to accept or reject any or all proposals. FPR and ANR staff will evaluate the proposals.
4. **Attachment “C” State of Vermont, Customary State Contract provisions is attached to this RFP and the provisions will be included as part of the contract.**

IX. SELECTION PROCESS

FPR may select a shortened list of companies to invite to an interview. The use of an interview is dependent on the number and the scope of the proposals.

A. Evaluation Criteria

A committee of staff from FPR and the Agency of Natural Resources will review all proposals to determine which one is most advantageous to the State. Evaluation will be based on the following criteria:

CRITERION 1: Experience (of proposing design team):

- Has design team had experience with similar projects?
- Has the design team worked on similar sites?
- Has the design team been in business for a reasonable period of time?
- Does the team include design professionals for all the different design elements?
- Does the design team demonstrate a knowledge and familiarity with the Secretary of the Interior’s Standards for Rehabilitation?
- Has the Team worked on projects similar to Elmore?
- Has the team worked on historic projects that have included consultation with State Historic Preservation Office or the National Park Service?
- Does the member of the design team conducting the historic survey have credentials that meet the Secretary of the Interior historic preservation professional qualification standards for Architectural Historian.
- Has the design team included at least 3 references for past projects?

CRITERION 2: Strength of Design Team (proposing firm and sub-consultants):

- Has the team demonstrated that they have a solid understanding of the technical aspects of the project?
- Has the team worked together before?
- Is the experience of the team members appropriate?
- Who will take the lead for building commissioning services?
- Who will represent the consultants in the field?
- Can this team produce drawings and documents within the desired time frame?

CRITERION 3: Ability to Meet Schedule:

- Has the design team demonstrated that it can meet the proposed schedule?
- Do they have sufficient staff to perform in a timely manner and are they able to make the necessary time commitment required to meet the schedule?
- Have they established a detailed time frame for their activities?

Can this team produce drawings and documents within the desired time frame?

CRITERION 4: Project Approach:

The design team should identify how they will approach this project.
What difficulties might be expected?
How will they address those difficulties?

CRITERION 5: Design Team's Construction Administrator:

Has the design team proposed to use a construction administrator who is seasoned and capable of administering this type of contract?
Is the construction administrator a principal of the design team, a registered architect or engineer?
How many years experience in construction administration does the construction administrator have?

CRITERION 6: Fee Structure:

Is the aggregate fee reasonable yet competitive?
Is the hourly rate structure competitive?
Are the various rates for specific tasks reasonable, complete and clear?
The proposer should indicate how additional tasks could be handled beyond those proposed initially perhaps with unit prices. The proposer should also indicate what reimbursable expenses are and what rates would apply to those expenses.

The State reserves the right to reject any or all proposals received as of result of this RFP for any reason, to waive minor irregularities in any proposal received, and to negotiate with any party in any manner deemed necessary to best serve the interest of the State.

B. Basis Of Contract Award

The ultimate selection will be made and the contract will be awarded in the best interest of the State of Vermont following analysis of the evaluation criteria by the selection committee.

C. Questions Concerning this RFP

Questions concerning this Request for Proposal should be directed to:

Frank Spaulding
Vermont Department of Forests Parks and Recreation
103 South Main Street, 10 South
Waterbury, VT 05671-
Phone: (802) 241-3660
Fax: (802) 244-1481
e-mail: frank.spaulding@state.vt.us

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS – January 8, 2009

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party. The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit. Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation;
or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party'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.