AGENCY OF NATURAL RESOURCES

DEPARTMENT OF FOREST, PARKS & RECREATION

Simplified Bid - Request for Proposals

Project Title: Grand Isle State Park Ash Tree Hazard Mitigation

Project Location: Grand Isle State Park, Grand Isle, VT

Issue Date: ~~June 21, 2022~~ Edited July 29, 2022- Additions in Red. Deletions in ~~strikethrough.~~

State Contact: Jason Nerenberg

Contact Information: Jason.Nerenberg@vermont.gov

Showing Date: July 14, 2022 at 9:00 am
Questions Due By: July 25, 2022 at 4:00 pm
Addendum Issued By: July 29, 2022
Bids Due By: August 5, 2022 at 4:00 pm

INDEX

1. Invitation to Submit Bid
2. Instruction to Bidders and General Requirements
3. Project Background
4. Scope of Services/Project Requirements
5. Schedule/Milestones/Deliverables -
6. Payment Structure
7. Price Schedule
8. Bid Proposal Form

Attachments:

Attachment A: Maps

i. Overhead Power and Road Infrastructure Map

ii. Project Map

iii. Campground "Area" Map

iii. Grand Isle State Park Campsite Visitor Map

Attachment B: Site by Site Ash Inventory (13 pages)

Attachment C: Standard State Provisions for Contracts and Grants

Attachment D- Standard Contract Sample

1. Invitation to Submit Bid

Qualified vendors are invited to bid on the labor and materials required to conduct tree removal services at Grand Isle State Park, as specified in the attached Request For Proposal. Work will occur within the state park campground, along the entrance road, and includes cutting ash trees near building, road, and powerline infrastructure. Most ash trees designated for removal are green ash.

FPR has not conducted a project like this, which involves a large amount of tree removal *within* a state park campground. It is not a traditional logging job, nor is it a traditional tree removal/arborist job.

A non-mandatory showing of the site and work to be completed will be held on **July 14, 2022**. Interested parties will meet on State Park Road, just east of the intersection with East Shore Road. This location is just west of the Grand Isle State Park contact station in Grand Isle, VT. Meeting time is 9:00 am.

Vendors interested in visiting the park to inspect the site independent of the non-mandatory showing shall contact Emily White, Parks Regional Manager, to make arrangements. She can be contacted at Emily.White@vermont.gov.

Bids will be received by Jason.Nerenberg@vermont.gov and the Department of Forests, Parks & Recreation via email (preferred), or via postal service at the Essex District Office of Forests, Parks, and Recreation by **4 pm on August 5, 2022.** Bids may be hand delivered to the Essex District office **by appointment only.**

All future correspondence pertaining to the RFP including corrections, addenda, etc. will be posted on the following https://fpr.vermont.gov/grand-isle-state-park.

Questions concerning this Request for Proposal should be directed to Jason Nerenberg, Stewardship Forester who can be contacted via email at jason.nerenberg@vermont.gov.

Thank you for your interest in working with the Department of Forests, Parks & Recreation.

Regards,

Jason Nerenberg

2. Instruction to Bidders and General Requirements

Instruction to Bidders:

Proposals may be submitted via email or as hard copy. **Proposals are due by 4 pm on August 5, 2022**. Emailed proposals shall be sent to Jason.Nerenberg@vermont.gov. Proposals may be hand-delivered to the Essex District Office **by appointment only.** Mailed proposals should be sent to:

Jason Nerenberg
111 West Street
Essex Junction, 05452-4695

Proposals shall include details about equipment to be used, utilization of wood and brush, methods for protecting road and trail infrastructure, cost proposal (lump sum fee paid by state or lump sum payment to state), project timeline, and whether the bidder has relevant experience conducting operations like this in similar settings. Formal bidder questionnaire is part of the official bid proposal and can be found on p. 11 of this RFP.

General Requirements:

Bidder Acknowledges and Agrees to:

1. Familiarize themselves with the contents of this Proposal and that they have examined the site, if desired, and accept the existing conditions as those under which the work will be done.
2. Prices and/or rates shall remain firm for the initial term of the contract. The pricing submitted by Bidder must be clearly structured, accountable, and cover the full spectrum of materials and/or services required.
3. Hold their bid open for sixty (60) days after this day of bid opening.
4. Enter and execute a contract, if awarded on the basis of this proposal.
    a. Contract includes: Standard Contract Form, Attachment C, Standard State Provisions for Contracts and Grants, and Attachment D, Other Provisions, if applicable.

Statement of Rights: The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result

in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

Method of Award: Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to the bidders at any time if such award is deemed to be in the best interest of the State.

Bid award will be determined by a combination of scored factors including:

1) Equipment and harvest system suitability to goals
2) Price
3) Ability to protect roads, trails and infrastructure as described by bidder
4) References and follow-up site visits

3. Project Background:

Emerald ash borer (EAB) is a non-native invasive insect that causes mortality to native ash trees. EAB is present in Grand Isle County. Grand Isle State Park is host to thousands of ash trees that are at risk of dying in the coming years. These are predominantly green ash. FPR wishes to mitigate the risk that dead ash trees pose to park employees and visitors through tree removal, and preventative treatment of standing ash trees of landscape importance with systemic insecticide. This RFP is for cutting and removal services only, not for preventative treatment of ash.

An inventory of standing ash trees (and other potential hazard trees) was conducted in Fall of 2021. The table below is an *estimate* of ash trees present within 50’ or felling distance of park infrastructure (whichever is greater). Infrastructure includes roads, buildings, cleared campsite areas, powerlines, water spigots, and more. There may be additional trees that were not identified in the initial inventory. Ash trees were not tallied by species. There are green, white, and black ash present. The inventory of ash trees is broken down by size class and location. A map of these approximate locations is available in Attachment A.ii. and A.iii. A breakdown of estimated ash trees by campsite number is available to bidders in Attachment B. Attachment B and the table below are not intended to be a guarantee of volume or precise count of all trees required for removal. Bidders should thoroughly investigate the project area. Chosen contractor will be expected to sever all trees meeting criteria, even in campsites where preliminary survey indicated that no trees meeting criteria were present.

Estimated Number of Ash Trees by DBH Class and Location (See attachment A.ii)*

Campground Area	1-4" DBH**	4.1-7" DBH	7.1-10" DBH	10.1-13" DBH	~~12.1~~13.1-16" DBH	16.1-20" DBH	20"+ DBH
Campground entrance Road, Contact Station Boat Ramp, etc	8	27	69	49	22	12	5
Lakeside Loop	37	67	62	43	23	11	4
Northwest Loop	724	563	433	239	80	25	6
South Loop	22	26	17	27	14	4	2
State Park Road	194	200	145	47	21	5	4
Total	**985**	**883**	**726**	**405**	**~~160~~157**	**~~57~~53**	**~~21~~16**

*The table is an estimate of trees to be felled only. It is possible that more or fewer trees will meet criteria for removal (see 4 below). Additionally, some higher value landscape trees ~~may~~ shall be retained and treated with systemic insecticides through a separate contract. These have ~~yet to be marked or~~ been identified by staff and removed from the above tally.

**Ash trees 1-4" DBH are not required to be felled as part of this RFP. They may be severed at the discretion of the contractor, and are then subject to conditions in section 4 below.

Because of the size of this project and the uncertain value that the trees have to prospective bidders, FPR is choosing to bid this project as an RFP, not as a timber sale. However, we anticipate that some bidders may choose to treat this project as a timber harvest and employ equipment more typical of a timber harvest. Other bidders may choose to approach this project as a tree removal/arborist project. The successful bidder should have a market for the felled trees.

4. Scope of Services/Project Requirements:

A. The contractor shall sever all ash trees greater than 4" DBH within 50' or striking distance (whichever is greater) of park infrastructure (roads, buildings, cleared campsite areas, powerlines, etc.), unless otherwise marked to remain. Note: Trees slated for removal have not been marked. These trees will be identified by the contractor based on criteria (size and distance to park infrastructure).
B. Trees may be felled by hand or with mechanized equipment
C. Ash trees less than 4" DBH may be severed by contractor, should they choose. The state does not intend to pay to remove trees 4" DBH and less, but the contractor may sever such trees if it is advantageous to them. All severed trees are subject to the conditions in this section 4.
D. Buckthorn stems may be severed by the contractor, should they choose.
E. Trees may be removed from site as whole logs or chips.
F. Tree may be chipped on site and chips may be ejected into the woods, but shall not be left in piles greater than 2' in height.

G. Trees may be severed on site and left behind, however
   - No severed tree or branches may be left within:
     - 30 feet of park infrastructure within the *Northwest Loop;* and
     - 15 feet of park infrastructure elsewhere in the project area
   - All severed trees or branches must lopped to within 2' of the ground

H. Severing of non-merchantable trees shall not fall behind that of merchantable trees.

I. Stumps shall be cut as flush as possible and left no higher than 8" in height.

J. Project area is within a popular state park campground. Aesthetics are an important consideration for visitors. Contractor will take care to minimize damage to residual trees.

K. Contractor should take care not to damage park infrastructure and will be expected to repair damage
   - Park roads consist of both paved and dirt/gravel surfaces. Operation during dry or frozen conditions is ideal. Attachment A.i. contains a map of roads and surface types.
   - There are overhead wires in the park. Attachment A.i. contains a map of overhead lines.
   - Underground utilities are also present. Those that are most at risk are depicted in Attachment A.i.
   - Open areas may be used for processing wood into piles or chipping trees, but area shall be repaired prior to park opening; including clean-up, and seeding and mulching of processing areas to pre-harvest conditions.
   - As-built diagrams of underground and overhead infrastructure are available upon request. Please email Ryan.BakerDunn@vermont.gov.

L. Contractor is expected to leave cleared area of campsites in appropriate condition and remove all branches from campsites greater than 1" diameter.

M. Contractor is NOT expected to remove leaves from campsites

N. Contractor shall follow all state and federal regulations related to the movement of ash trees

O. Contractor shall not leave trees hung up.

P. Certain ash trees of aesthetic value ~~may~~ shall be marked to retain and later treated with systemic insecticides. These trees have been identified, ~~yet to be marked, but~~ and will be marked by FPR prior to work commencing.

Q. Certain black ash trees of basket-making quality may be marked by the state. These shall be severed and left roadside for later removal by FPR staff.

5. Schedule/Milestones/Deliverables:

Work shall take place during frozen or dry ground conditions as determined by the project manager, between mid-October and May 1 so as not to conflict with the parks camping season.

6. Payment Structure:

Upon completion and acceptance of the work by the State, the Contractor shall submit invoices no more frequently than once per month, detailing the work performed. If the work described in any invoice as submitted as provided by the Contractor, has not been completed to the satisfaction of the State, as determined by the project manager, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. Payment terms are net-30 days from receipt of an error-free invoice with all applicable supporting documentation.

All invoices shall display the name and remit address of the Contractor, a unique invoice number, invoice date, an itemization of charges and emailed to:

ANR.FPRAgreements@vermont.gov copying the project manager: Jason Nerenberg

If contractor bids project as lump sum payment *to* the state, progress payments will be made according to the approximate area and volume of trees severed as the project progresses.

7. Price Schedule

Fixed Price Deliverables, all pricing must be fixed cost, inclusive of all expenses and fees paid to the contractor OR all payments paid to the State.

Deliverable Description	Payment Direction (Check One)	Fixed Price
Severing of all unmarked ash trees greater than 4" DBH within 50'of park infrastructure or striking distance (whichever is greater) in accordance with conditions in section 4 of RFP.	_____Payment From State To Contractor _____Payment From Contractor To State	$

State of Vermont
Department of Forests, Parks, and Recreation

BID PROPOSAL

TO: STATE OF VERMONT
Department of Forests, Parks
and Recreation
Jason Nerenberg
111 West Street
Essex Junction, VT, 05452-4695

DATE: Click or tap to enter a date.

Project Manager: Jason Nerenberg

The undersigned proposes to provide Tree Removal Services In Grand Isle, Vermont. Tree removal and processing shall be in accordance with the Project Documents prepared by the Department of Forest Parks, and Recreation.

A. The undersigned acknowledges the following:

1. Basis of award shall be as specified in the "Instructions to Bidders".
2. The right of the Owner to accept or reject any and all bids, in whole or in part, with or withoutcause, and to waive technicalities in submissions.
3. They are familiar with the contents of this Proposal and that they have examined the site and/or acceptthe existing conditions as those under which the work will be done.

B. The undersigned further agrees:

1. To hold their bid open for sixty (60) days after this day of Bid Opening.
2. To accept the provisions of the "Instructions to Bidders" and the "General Requirements".
3. To enter into and execute a contract, if awarded on the basis of this proposal.
4. To accomplish the work in accordance with the Bid Documents.

C. Acknowledge receipt of the following Addenda:

Addendum No.: 1- Questions and Answers	Dated: 7/29/2022
Addendum No.: Addendum #.	Dated: Click or tap to enter a date.
Addendum No.: Addendum #.	Dated: Click or tap to enter a date.

D. It is the Bidder's responsibility to thoroughly read and comply with all instructions and requirements of this bid solicitation.

STATE OF VERMONT CONTRACTOR'S PROPOSAL

Date: Click or tap to enter a date.

Maximum Limiting Amount:

The undersigned proposes to provide Tree Removal Services in Grand Isle, Vermont.Construction shall be in accordance with the Project Documents.

Option 1

The **Maximum Limiting Amount** of payment made *from the State to the Contractor shall be*:

MAXIMUM LIMITING AMOUNT: Written Amount.

(Written)

$Figure Amount.

(Figures)

OR

Option 2

The **Lump Sum Payment** to be made *by the contractor to the State shall be*:

LUMP SUM PAYMENT AMOUNT: Written Amount.

(Written)

$Figure Amount.

(Figures)

BIDDERS MUST COMPLETE QUESTIONNAIRE IN WRITING ON FOLLOWING PAGES OR SUBMIT INFORMATION ON SEPARATE TYPEWRITTEN PAGES

Bidder Questionnaire

1. Does the Bidder have experience felling and yarding trees in parks or near infrastructure? If so, please provide examples:

_____

_____

_____

_____

_____

2. Reference(s) for a project of a similar type:

_____

_____

_____

_____

3. Please list equipment that bidder plans to utilize for this project:

_____

_____

_____

_____

_____

4. Does the bidder have any specialized equipment or qualifications related to harvesting trees within a campground, or within close proximity to infrastructure such as power lines?

_____

_____

_____

_____

5. Any anticipated subcontracts?

_____

_____

_____

6. Briefly describe planned utilization of felled trees. Will they be left on site, chipped on site, removed as whole logs, some combination thereof, etc.?

_____

_____

_____

_____

_____

7. Briefly describe how you will protect park roads?

_____

_____

_____

_____

8. Identify areas required for wood processing (you may also submit a map):

_____

_____

_____

_____

9. In the last 10 years, has the bidder failed to complete any work awarded to them? If so, please provide details.

_____

_____

_____

_____

The undersigned further agrees:

To complete the work by 5/1/2023.

1. The amount of compensation paid to the undersigned for extra work and change orders in one ofthe following manners as directed by the Owner.
   a) A price agreed upon between the Owner and the Contractor.
   b) A price determined by adding 15% for overhead and profit to the total direct cost of any extrawork excluding unit pricing.
   c) A price determined by extending unit price work above.

Corporate Seal (If Bidder is a Corporation)

Contractor Name: Contractor Name.

Contact Name: Contact Name.

State of Corporation: State of Corporation.

VT Business Account #: VT Business Account #.

Address: Address.

Address2.

Address3.

Fax Number: Fax Number.

Telephone: Telephone.

E-Mail: Email.

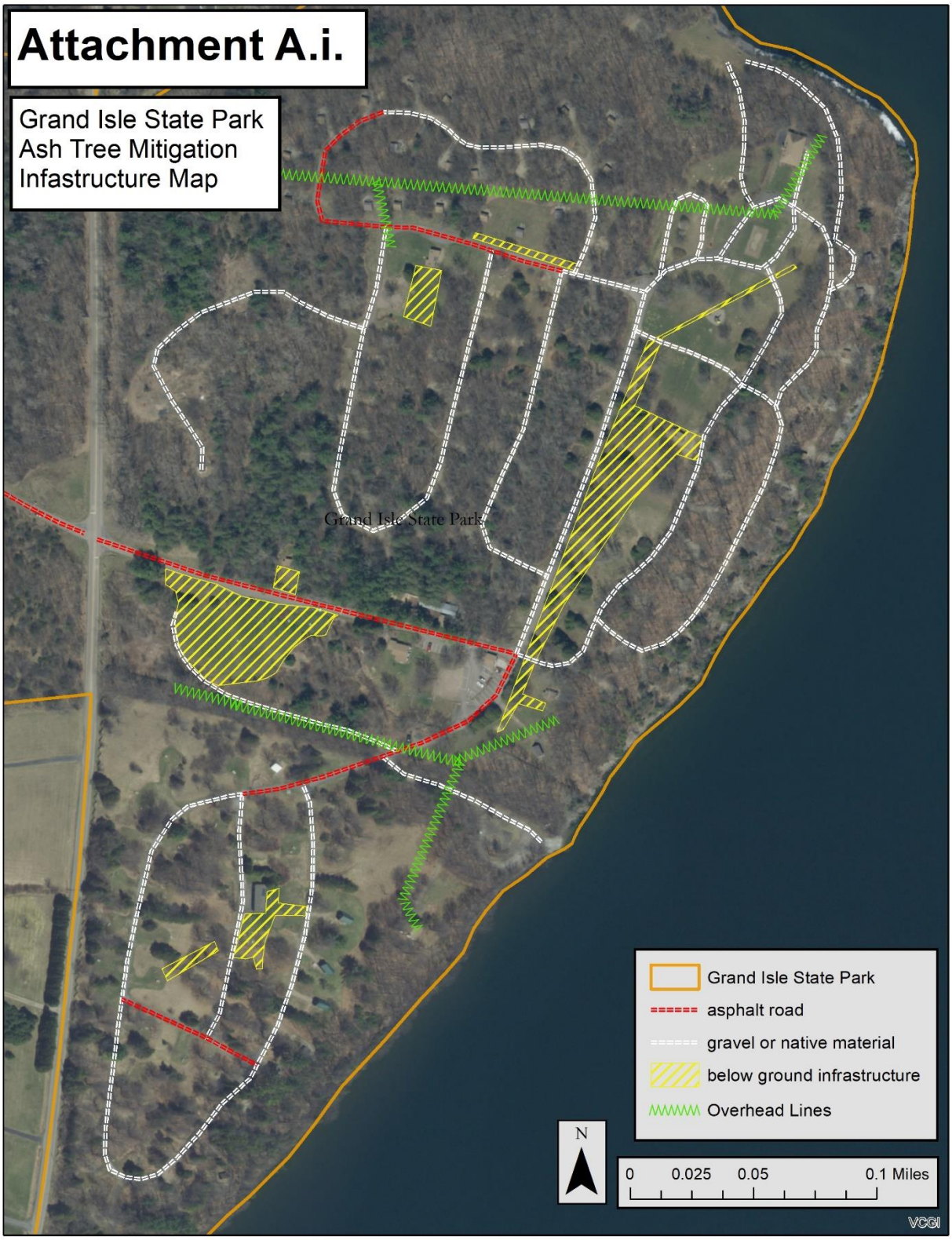
By: _____

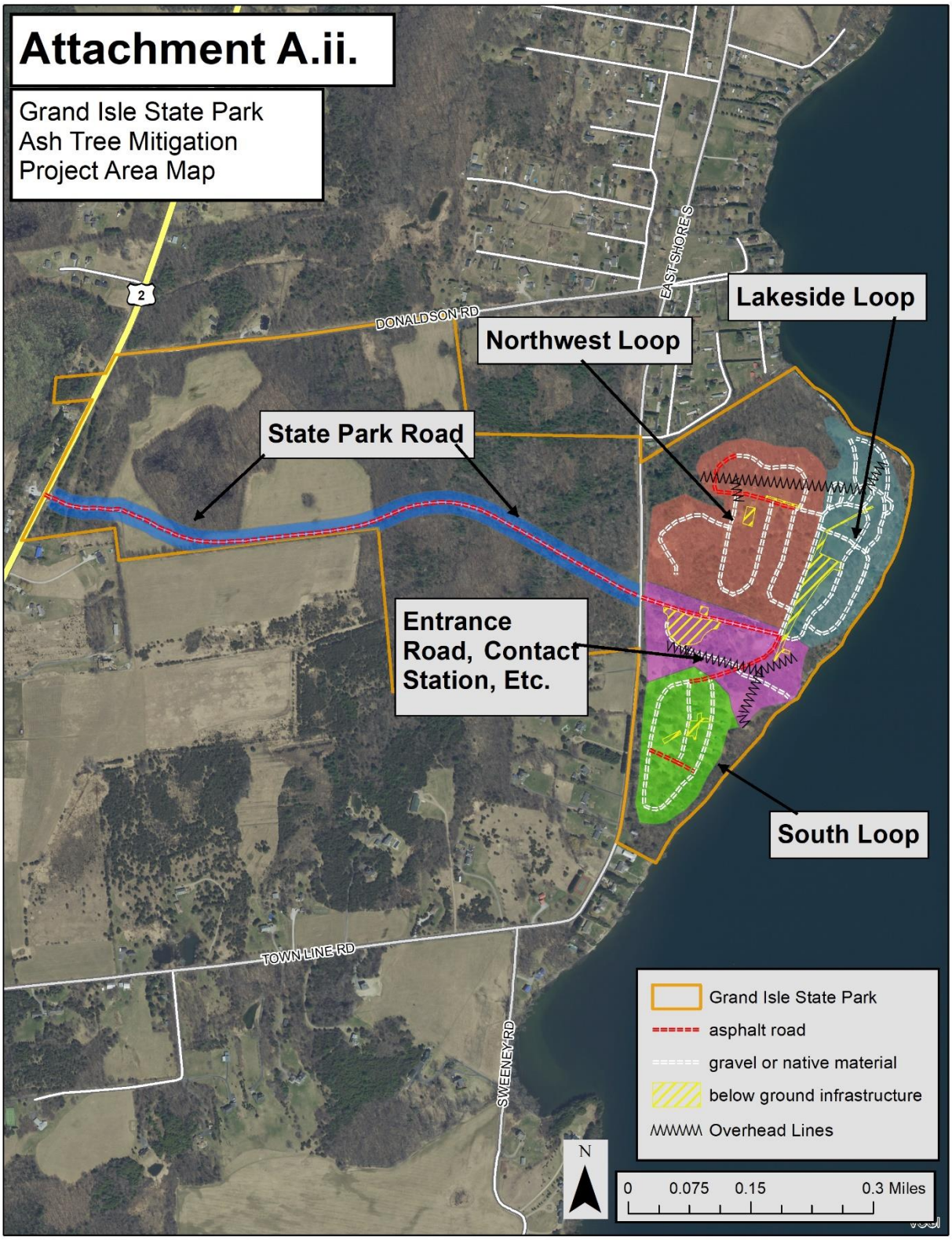
Signature (Bid Not Valid Unless Signed)

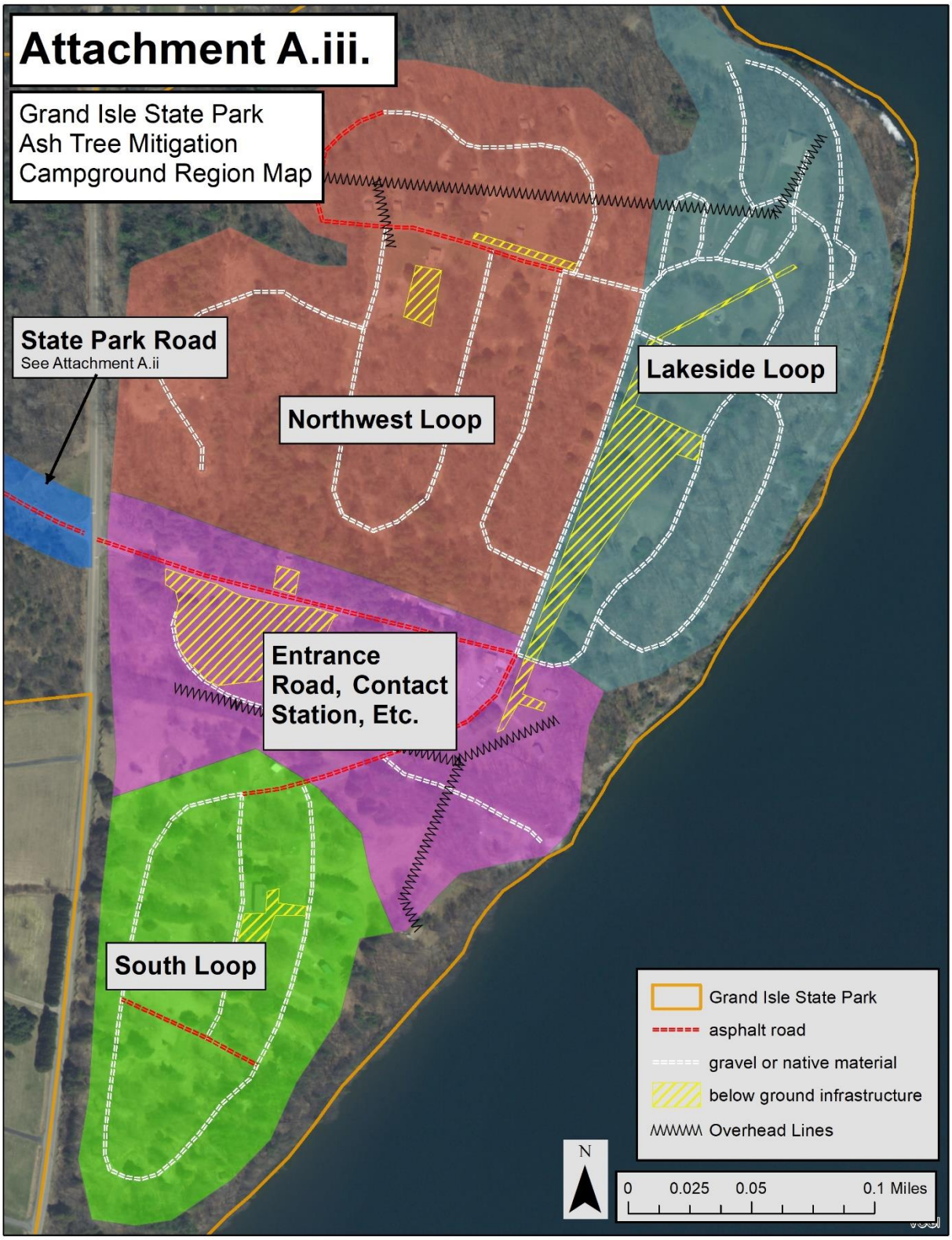
Name: Type/Print Name.

NOTE: If Bidder is a Partnership, give full names of all Partners.

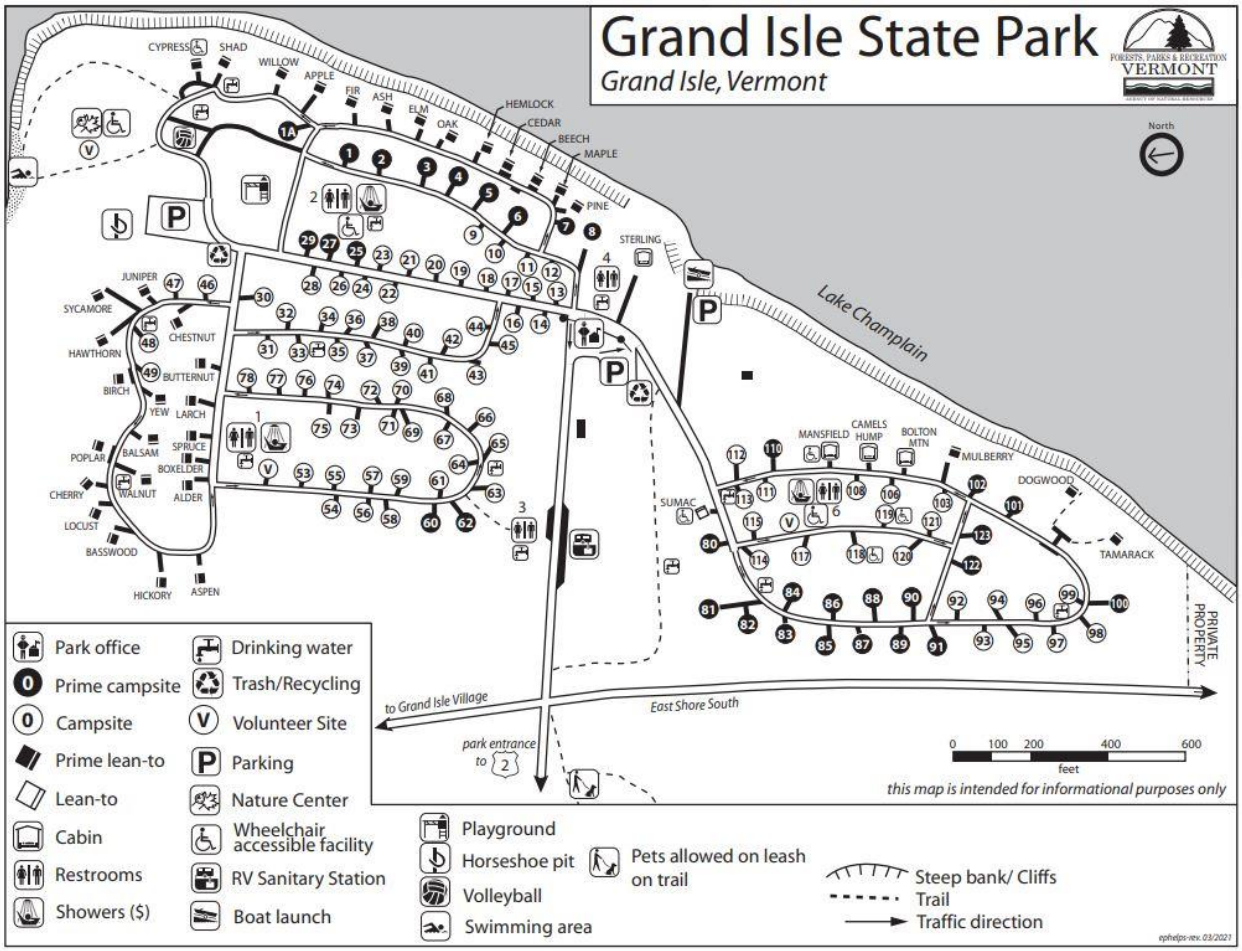
END OF PROPOSAL


Attachment A.i.
Grand Isle State Park
Ash Tree Mitigation
Infastructure Map
Grand Isle State Park
Grand Isle State Park
asphalt road
gravel or native material
below ground infrastructure
Overhead Lines
N
0
0.025
0.05
0.1 Miles
VCGI


Attachment A.ii.
Grand Isle State Park
Ash Tree Mitigation
Project Area Map
Lakeside Loop
Northwest Loop
State Park Road
Entrance
Road, Contact
Station, Etc.
South Loop
DONALDSON RD
EAST SHORES
TOWN LINE RD
SWEENEY RD
2
Grand Isle State Park
asphalt road
gravel or native material
below ground infrastructure
Overhead Lines
N
0
0.075
0.15
0.3 Miles


Attachment A.iii.
Grand Isle State Park
Ash Tree Mitigation
Campground Region Map
State Park Road
See Attachment A.ii
Northwest Loop
Lakeside Loop
Entrance
Road, Contact
Station, Etc.
South Loop
Grand Isle State Park
asphalt road
gravel or native material
below ground infrastructure
Overhead Lines
N
0
0.025
0.05
0.1 Miles

Attachment A.iv- Campsite Map



PROJECT NAME: Grand Isle State Park Ash Tree Hazard Mitigation

PROJECT LOCATION: Grand Isle, VT

Table below does not constitute a guarantee of volume or precise estimate of the number of trees to be cut.

Attachment B- Site by Site Ash Inventory

Grand Isle State Park Ash Tree Mitigation

Approximate number of ash trees per site

Location	area	less than 4" DBH	4.1"-7" DBH	7.1"-10" DBH	10.1"-13" DBH	13.1"-16"DBH	16.1"-20"DBH	20"+DBH
Site 1A	Lakeside Loop	3			1			
Site 1	Lakeside Loop	4	1				2	
Site 2	Lakeside Loop		2	3	1		1	
Site 3	Lakeside Loop	1	2					
Site 4	Lakeside Loop		2	1		1	1	
Site 5	Lakeside Loop	1	4	2	1			
Site 6	Lakeside Loop			1	1	2		
Site 7	Lakeside Loop							
Site 8	Lakeside Loop	1				2		
Pine	Lakeside Loop	4						
Maple	Lakeside Loop							
Beech	Lakeside Loop	3						
Cedar	Lakeside Loop			2				
Hemlock	Lakeside Loop	6	2	1	1			
Oak	Lakeside Loop							
Elm	Lakeside Loop	1						
Ash	Lakeside Loop	2						
Fir	Lakeside Loop		1	1		2		
Apple	Lakeside Loop	1	1	2		2		
Willow	Lakeside Loop	2	1	2				

PROJECT NAME: Grand Isle State Park Ash Tree Hazard Mitigation

PROJECT LOCATION: Grand Isle, VT

Approximate number of ash trees per site

Location	area	less than 4" DBH	4.1"-7" DBH	7.1"-10" DBH	10.1"-13" DBH	13.1"-16"DBH	16.1"-20"DBH	20"+DBH
Shad	Lakeside Loop		1					
Cypress	Lakeside Loop							
Trail to Beach from nature center	Lakeside Loop		8		1			
picnic table behind nature center	Lakeside Loop		1					
Overlook	Lakeside Loop			1				
North of Beach	Lakeside Loop	1	4	9	7	2	2	1
Road beach to parking lot	Lakeside Loop		1	7	8		1	1
Open Area-Day Use	Lakeside Loop	5	11	6	4			
Day Use Parking	Lakeside Loop		8	9	8	1		
Area near playground	Lakeside Loop	2	3	3	2	3	1	1
Bathhouse 2 near site 25	Lakeside Loop							
Site 9	Lakeside Loop					3	1	
Site 10	Lakeside Loop							
Site 11	Lakeside Loop							
Site 12	Lakeside Loop		2		1			
Site 13	Lakeside Loop							
Site 14	Northwest	1	4	4	4	2		
Site 15	Lakeside Loop							
Site 16	Northwest	6	6	7	3		1	

PROJECT NAME: Grand Isle State Park Ash Tree Hazard Mitigation

PROJECT LOCATION: Grand Isle, VT

Approximate number of ash trees per site

Location	area	less than 4" DBH	4.1"-7" DBH	7.1"-10" DBH	10.1"-13" DBH	13.1"-16"DBH	16.1"-20"DBH	20"+DBH
Site 17	Lakeside Loop							
Site 18	Lakeside Loop					2		1
Road near 18	Northwest							
Site 19	Lakeside Loop			3	2	1		
Site 20	Lakeside Loop		12	7	5	2	2	
Site 21	Lakeside Loop							
Site 22,24,26	Northwest	2	11	25	12	6	1	
Site 23	Lakeside Loop							
Site 25	Lakeside Loop							
Site 27	Lakeside Loop							
Site 28	Northwest	5	2	1	2			
Road near 28	Northwest							
Site 29	Lakeside Loop			2				
Site 30	Northwest	13	17	11	11	5	2	2
Site 31	Northwest		1	1	1			
Site 32	Northwest	3	3	3	5	2	1	
Site 33	Northwest							
Site 34	Northwest	5	10	3	2	1		
Site 35	Northwest	2	7	3	2	1		
Site 36	Northwest	14	7	2	4	1		
Site 37	Northwest							
Site 38	Northwest		7	17	10			
Site 39	Northwest	5	2	10	6		3	
Site 40	Northwest	1	14	19	8	6		
Site 41	Northwest	1	10	13	4			
Site 42	Northwest	4	20	13	15	2		
Site 43	Northwest		1	13	1	1		
Site 44	Northwest	8	25	22	11	10	4	
Site 45	Northwest	6	6	9	6		1	
Site 46	Northwest		22	10	8	3	1	1

PROJECT NAME: Grand Isle State Park Ash Tree Hazard Mitigation

PROJECT LOCATION: Grand Isle, VT

Approximate number of ash trees per site

Location	area	less than 4" DBH	4.1"-7" DBH	7.1"-10" DBH	10.1"-13" DBH	13.1"-16"DBH	16.1"-20"DBH	20"+DBH
Site 47	Northwest							
Juniper	Northwest	10	4	2	3			
Sycamore	Northwest	10	16	14	9			
Hawthorn	Northwest	2	15	8	1			
Site 48	Northwest	7	14	4	2			
Birch	Northwest	19	18	12	3			
Site 49	Northwest	11	7		1	1		
Yew	Northwest	9	4		1	1		
Balsam	Northwest	15	10	2				
Walnut	Northwest	40	7			2		
Road from Walnut to ?	Northwest	9	5	1	3			
Poplar	Northwest	21	7	7	6	2		
Cherry	Northwest	22	12	13	1			
Locust	Northwest	19	8	12				
Road near locust	Northwest							
Basswood	Northwest	48	16	13	4			1
Hickory	Northwest	16	7	2	1	1	1	
Aspen	Northwest	9	2	4	3	2		
Site ?	Northwest	13	9	4		1		
Alder	Northwest	35	16	3				
Boxelder	Northwest	14	6	2				
Spruce	Northwest	13	6		2			1
Larch	Northwest	15	11	2	2	1		
Butternut	Northwest	4	5	4	1		1	
Road Near Butternut	Northwest							
Chestnut	Northwest	34	10		2		1	
Road above aspen	Northwest	25	6	4		1		
Site ?? Across from volunteer site	Northwest	10	7	2				
Service road (stump dump)	Northwest	44	13	13	5	2		
Road near volunteer site	Northwest							

PROJECT NAME: Grand Isle State Park Ash Tree Hazard Mitigation

PROJECT LOCATION: Grand Isle, VT

Approximate number of ash trees per site

Location	area	less than 4" DBH	4.1"-7" DBH	7.1"-10" DBH	10.1"-13" DBH	13.1"-16"DBH	16.1"-20"DBH	20"+DBH
Volunteer site	Northwest							
Site 53	Northwest		3	3			1	
Site 54	Northwest	4		2				
Site 55	Northwest	5	5	3	1			
Site 56	Northwest	1	2		1	1		
Site 57	Northwest	8	8	2	1	2		
Site 58	Northwest	2	8	4	2			
Site 59	Northwest	12	7		3			
Site 60	Northwest	3	7	17	15	2		
Site 61	Northwest	2	2	1	3	3		
Site 62	Northwest	1	9	10	4			
Site 63	Northwest	2	7	3	6		1	
Site 64	Northwest	3	5	4	1	3	1	
bathhouse 3	entrance area and park contact		4	6	5	4	1	1
Site 65	Northwest	5	3	2	1	1		1
Site 66	Northwest		2	4	1	1		
Site 67	Northwest	7	8	10	1	1	1	
Site 68	Northwest	3	7	6	2			
Site 69	Northwest	9	8	7	6	1	1	
Site 70	Northwest	7	10	4	3	2		
Site 71	Northwest	0	3	5	4	3		
Site 72	Northwest	21	9	6	6	2		
Site 73	Northwest	17	8	2	4	1		
Site 74	Northwest	9	1	3	4			
Site 75	Northwest	35	9	6	1			
road to 75	Northwest	18	16	15	4	3	3	
Site 76	Northwest							
Site 77	Northwest							
Road near 77	Northwest							
Site 78	Northwest							
Bathhouse 4	entrance area and park contact		3	2	1	2	3	2

PROJECT NAME: Grand Isle State Park Ash Tree Hazard Mitigation

PROJECT LOCATION: Grand Isle, VT

Approximate number of ash trees per site

Location	area	less than 4" DBH	4.1"-7" DBH	7.1"-10" DBH	10.1"-13" DBH	13.1"-16"DBH	16.1"-20"DBH	20"+DBH
Sterling	entrance area and park contact	1	2	12	10	4	3	
Road-Contact Sta/ dumpster	entrance area and park contact	3	8	7	7	5		2
Road - boat launch, launch area	entrance area and park contact	4	6	27	18	4		
Sumac	South				3			
Site 80	South			1				
Site 81	South					1		
Site 82	South	5	1		1			
Site 83	South	1				2		
Site 84	South		1					
Site 85	South	3	4	2				
Site 86	South				1	1		
Site 87	South							
Site 88	South							
Site 89	South							
Site 90	South							
Site 91	South							
Site 92	South	1	1	1				
Site 93	South							
Site 94	South							
Site 95	South							
Site 96	South				1			
Site 97	South				3			
Site 98	South	1				1	1	
Site 99	South							
Site 100	South		2	4	3	1	1	2
Road from Dogwood to 101	South	2	5	3	6	2		
Note	South							
Tamarack	South							
Dogwood	South							
Site 101	South		2	1	2	1	1	
Site 102	South	6	1					

PROJECT NAME: Grand Isle State Park Ash Tree Hazard Mitigation

PROJECT LOCATION: Grand Isle, VT

Approximate number of ash trees per site

Location	area	less than 4" DBH	4.1"-7" DBH	7.1"-10" DBH	10.1"-13" DBH	13.1"-16"DBH	16.1"-20"DBH	20"+DBH
Site 103	South	2	1			1		
Mulberry	South	1						
Bolton Mtn.	South							
Site 106	South							
Camel's Hump	South		1			2		
Site 108	South							
bathhouse 6	South			1				
Mansfield	South							
Site 110	South				1			
Site 111	South				1			
Site 112	South							
Site 113	South							
Site 114	South					1		
Site 115	South		3	2				
Volunteer site	South							
Site 117	South		1		1		1	
Site 118	South		2	2	4	1		
Site 119	South							
Site 120	South		1					
Site 121	South							
Site 122	South							
Site 123	South							
Entrance Road- Check station to bathouse 3	entrance area and park contact		2	10	4	3	2	
Road- Bathhouse 3 to East Shore Road	entrance area and park contact				3		1	
Road- Contact station to East Shore Road	entrance area and park contact		2	5	1		2	

PROJECT NAME: Grand Isle State Park Ash Tree Hazard Mitigation

PROJECT LOCATION: Grand Isle, VT

Approximate number of ash trees per site

Location	area	less than 4" DBH	4.1"-7" DBH	7.1"-10" DBH	10.1"-13" DBH	13.1"-16"DBH	16.1"-20"DBH	20"+DBH
State Park Road- North Side- East Gate to meadow	State Park Road	128	135	80	20	8	3	1
State Park Road- South Side- East Gate to the Meadow	State Park Road	47	50	49	14	5	0	0
State Park Road- North Side- Route 2 through meadow	State Park Road	12	7	8	9	5	2	3
State Park Road- South Side- Route 2 through meadow	State Park Road	7	8	8	4	3	0	0
TOTAL		985	883	726	405	160	57	21

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. 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. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. 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 this 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, 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 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

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 $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.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, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. 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.

16. 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 this 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. **Non-Appropriation:** 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.

B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30)

days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required

disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Attachment D- Sample Contract

SAMPLE CONTRACT

SFA - STANDARD CONTRACT

1. Parties: This is a contract for non-personal services between the State of Vermont, Department of Forests, Parks & Recreation (hereinafter called "State"), and Contractor Name with principal place of business at Contractor Address (hereafter called "Contractor). Contractor's form of business organization is a Form of Business from W-9 (LLC, Corporation, Sole Proprietor, etc).
2. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number. Contractor certifies under the pains and penalties of perjury that, as of the date that this agreement is signed, the contractor 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.
3. Subject Matter: The subject matter of this contract is DESCRIBE**non-personal** Services generally on the subject of PROJECT DESCRIPTION AND LOCATION. Detailed services to be provided by the contractor are described in Attachment A.
4. Maximum Amount: In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $Maximum Limiting Amount.
5. Contract Term: Shall begin on Date and end on Date.
6. Prior Approvals: If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

   - Approval by the Attorney General's Office is/is not required.

   - Approval by the Secretary of Administration is/is not required.

   - Approval by the CIO/Commissioner ADS is/is not required.
7. Amendment: No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
8. Cancellation: This contract may be terminated by the State at any time by giving written notice at least 30 days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
9. Attachments: This contract consists of # pages including the following attachments which are incorporated herein:

   Attachment A – Specifications of Work to be Performed

   Attachment B – Payment Provisions & Budget

Attachment C – Standard Contract Provisions for Contracts and Grants

10. Order of Precedence: Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

    (1) Standard Contract

    (2) Attachment C - Standard Contract Provisions for Contracts and Grants

    (3) Attachment A

    (4) Attachment B

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS CONTRACT.

STATE OF VERMONT	**CONTRACTOR**
By:	**By:**
_____	_____
Michael C. Snyder, Commissioner	**Name:** (Print) _____
Department of Forests, Parks & Recreation	**Title:** _____

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor shall complete the project described below in accordance with specifications and conditions set forth herein.

1. The work on the project shall be completed by Date. Extension of work on the project beyond this date within the dates of the contract term must be pre-approved, in writing, by the State.

DETAILED SCOPE OF WORK WILL BE INCORPORATED HERE

ALL TECHNICAL SPECIFICATIONS, DRAWINGS, SPECIAL CONDITIONS SHALL BE INCORPORATED WITH ATTACHMENT A.

ANY DOCUMENT REFERENCE MUST BE INCORPORATED AS AN ATTACHMENT OR EXPLICITLY REFERENCED IF A "PUBLISHED" DOCUMENT (IE. NATIONAL ELECTRIC CODE, SEDIMENT CONTROL HANDBOOK, VTRANS SPECIFICATIONS, ETC.)

DO NOT INCLUDE BID LANGUAGE, ADDENDA, ETC. THE LANGUAGE SHOULD REFLECT THE FINAL AGREED UPON SCOPE.

PHASING, BENCHMARKS, MILESTONES, DELIVERABLES, UNITS, ETC. IF DETAILED SHOULD ALIGN WITH THE PAYMENT TERMS IF PAYMENT WILL BE MADE BASED ON THE PHASING, BENCHMARKS, MILESTONES, DELIVERABLES, UNITS, ETC.

ADDITIONAL GUIDANCE IS PROVIDED IN BULLETIN 3.5, APPENDIX II

ALL PAYMENT/FINANCIAL DETAILS SHOULD APPEAR ONLY IN ATTACHMENT B.

ATTACHMENT B

PAYMENT PROVISIONS

1. PAYMENT STRUCTURE – CHOOSE A PAYMENT TEMPLATE AND INSERT THE APPRORIATE LANGUAGE INTO THIS SECTION. PAYMENT STRUCTURES:
    a. LUMP SUM PAYMENT
    b. LUMP SUM BY PHASE
    c. UNIT PRICE PAYMENT
    d. COMBINATION LUMP SUM BY PHASE AND UNIT PRICE

2. If the work described in any invoice as provided by the contractor, has not been completed to the satisfaction of the State, as determined by the project manager, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.

3. The State shall not be responsible for any other expenses of the Contractor.

4. Invoice Submission: The Contractor shall submit all invoices by e-mail to the accounts payable office: ANR.FPRAgreements@vermont.gov copying the State's Project Manager: Name, e-mail

    Invoices shall display the name and remit address of the Contractor, a unique invoice number, invoice date, an itemization of charges and be addressed to:
    Vermont Department of Forests, Parks and Recreation
    Accounts Payable
    1 National Life Drive, Davis 2
    Montpelier, VT 05620-03801

    In the event that the Contractor cannot submit invoices by e-mail invoices shall be mailed to the above address.

5. Payment Terms for this contract will be net 30 from date of invoice in accordance with State of Vermont Finance and Management Policy #5.0 Dated June 2008.