



Memorandum

To: Board of Finance

From: Norm Baldwin, Steve Roy, DPW CIP Managers **NB**

Date: June 12, 2013

Re: Approval of Leddy Contract #2

On May 7th we emailed an Advertisement for Bids to local contractors for bathroom and locker room improvements at Leddy Arena. We also posted this advertisement publicly in the May 15th issue of Seven Days with a link to the City's RFP page (www.burlingtonvt.gov/RFP/) where the entire set of Contract Documents can be downloaded.

The pre-bid meeting on May 22nd including six (6) general and specialty contractors. We also sent out two Addenda in response to questions by the contractors.

Before the June 7th bid opening we received emails from two general contractors, PC Construction and NECCO, that they weren't going to submit bids. At the scheduled bid date/time, we received the following bids:

Neagley & Chase	\$110,500 base bid + unit pricing for floor repair
Milbrook Building & Remodeling	\$151,283 base bid + unit pricing for floor repair

The attached low bid from Neagley & Chase is complete, and they are already pre-qualified to do work here since they are almost done with Contract #1 at Leddy for windows in the wall between the snack bar and rink. We have sufficient funds from the originally approved Leddy budget to pay for this project. Here is the breakdown:

Approved budget:	\$168,000
Less expenses to date:	\$17,200
Less Contract #1:	<u>\$22,316</u>

Available funds for work: \$128,484

We request the BOF approve an award to Neagley & Chase for the base bid and unknown as yet floor repair work with a not-to-exceed price of \$128,484.

BID FORM

Bid of Neagley & Chase Constr. Co. (hereinafter called Bidder), organized and existing under the laws of the State of Vermont doing business as

a corporation

(a corporation, a partnership, of an individual)

To the City of Burlington, (hereinafter called Owner)

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all Work for the Leddy Park Contract #2 Repairs, located in Burlington, Vermont, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that its Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed.

Bidder hereby agrees to fully complete the Project ~~within~~ () calendar days from the Notice to Proceed. no later than August 29, 2013

Bidder acknowledges receipt of the following Addenda:

Addenda #1 dated 05/24/13

Addenda #2 dated 06/03/13

The Bidder, having examined the Contract Documents and the site of the proposed work, and being familiar with all the conditions for the proposed project, hereby proposes to furnish all labor, materials and equipment in accordance with the Contract Documents within the time set forth therein and at the sum stated below. Refer to Section 01021, Allowances, for allowance items to be included in the base bid. Note: Sales taxes are required to be paid on this project.

Bidder agrees to perform all the Work described in the Contract Documents for the sum of:

One Hundred Ten Thousand Five Hundred Dollars and 00 Cents Dollars \$ 110,500.00

Written

Figures

I. **ALTERNATES:** \$1,690.00 Standard Frame Detail

a. To complete the work described in Alternate 1, add the following:

One Thousand Six Hundred Ninety Dollars and 00 Cents Dollars \$ 1,690.00

Written

Figures

b. To delete the hardware items described in Item 5 (a) of Addendum #1, deduct the following:

One Thousand Eight Hundred Sixty-Five Dollars and 00 Cents Dollars \$ 1,865.00

Written

Figures

II. UNIT PRICING:

- a. Materials pricing for floor preparation:
- | | | |
|------------------|---------|-----------------|
| (i) 10 lb bags: | \$20.00 | Dollars(\$)/bag |
| (ii) 40 lb bags: | \$50.00 | Dollars(\$)/bag |
- b. Labor pricing to install leveling compound: \$50.00 Dollars(\$)/hour

THE ABOVE BID IS HEREBY RESPECTFULLY SUBMITTED BY

CONTRACTOR: Neagley & Chase Construction Company

BY: Mark R. Neagley

TITLE: President

1150 Airport Drive, Suite 105
BUSINESS ADDRESS: P.O. Box 2283

CITY: South Burlington

STATE: VT

DATE: 6/7/13

ATTEST: Thomas E. Chase (Seal - If bid is by a corporation)
Thomas E. Chase, P.E. - Chief Executive Officer

Unit Prices have been computed in accordance the General Conditions. The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications. We hereby certify that we did not enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding. The low bid will be determined by the base bid.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in this Contract.

Bidder accepts the provisions of this Contract as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in this Agreement.

The Owner reserves the right to accept, reject, or discard any or all Bids submitted; and award the Contract to the Bidder that best meets the needs of the Owner.

If Bidder is:
An Individual

Name (typed or printed): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____
Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

Name of Registered Agent (typed or printed): _____

Agent's address: _____

Agent's Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Neagley & Chase Construction Company (SEAL)

State of Incorporation: Vermont

Type (General Business, Professional, Service, Limited Liability): General Business

By: Mark R. Neagley
(Signature – attach evidence of authority to sign)

Name (typed or printed): Mark R. Neagley

Title: President

Attest: Thomas E. Chase (CORPORATE SEAL)

(Signature of Corporate Secretary) Thomas E. Chase - C.E.O. and Secretary
1150 Airport Drive, Suite 105 - P.O. Box 2283

Business address: South Burlington, VT 05407-2283

Phone No.: 802-658-6320 FAX No.: 802-658-0349

Date of Qualification to do business is 4/14/86

Name of Registered Agent (typed or printed): Fead Construction Law, PLC
3000 Williston Road

Agent's address: South Burlington, VT 05403

Agent's Phone No.: 802-863-5808 FAX No.: 802-864-5143

A Joint Venture

Joint Venturer Name: N/A (SEAL)

By: _____

(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Burlington Ordinance Compliance for Contracts

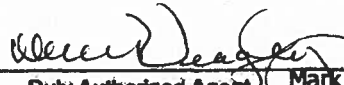
Standard Contract Language

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable federal, state and local laws, including but not limited to the City of Burlington's Livable Wage Ordinance, Outsourcing Ordinance, and Union Deterrence Ordinance. As a condition of this contract, the Contractor shall submit the written certifications required by the ordinances attesting to compliance.

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, Mark Neagley, on behalf of Neagley & Chase Constr. Co. (Contractor) and in connection with City of Burlington D.P.W. (City contract/project/grant), hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Livable Wage Ordinance; (2) as a condition of entering into this contract or grant, Contractor confirms that all covered employees, as defined by Burlington's Livable Wage Ordinance, shall be paid a livable wage for the term of the contract as determined and adjusted annually by the City of Burlington's Chief Administrative Officer, (3) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace or other location where covered employees work, and (4) payroll records or other documentation, as deemed necessary by the Chief Administrative Officer, shall be provided within ten (10) business days from receipt of the City's request.

Dated at South Burlington, Vermont this 7th day of June, 20 13

By: 
Duty Authorized Agent Mark R. Neagley, President

Subscribed and sworn to before me:


Notary

Irene Daigle

Commission Expires 02/10/15

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, Mark Neagley, on behalf of Neagley & Chase Constr. Co. (Contractor)
and in connection with City of Burlington D.P.W. (City contract/project/grant), hereby
certify that all services provided under this contract shall be performed in the United States or Canada. I
understand that this requirement also applies to any subcontractor I may hire to provide services for the
City of Burlington.

Dated at South Burlington, Vermont this 7th day of June, 2013

By: 
Duly Authorized Agent Mark R. Neagley, President

Certification of Compliance with the City of Burlington's Union Deterrence Ordinance

I, Mark Neagley, on behalf of Neagley & Chase Constr. Co. (Contractor)
and in connection with City of Burlington D.P.W. (City contract/project/grant), hereby
certify that Contractor (1) shall comply with the City of Burlington's Union Deterrence Ordinance; (2) has
not advised the conduct of any illegal activity under that Ordinance, (3) does not currently, and will not
over the life of the contract provide union deterrence services in violation of this Ordinance.

Dated at South Burlington, Vermont this 7 day of June, 2013

By: 
Duly Authorized Agent Mark R. Neagley, President

Welcome, NEAGLEY & CHASE CONSTRUCTION
COMPANYLast Login : 04/11/2013 02:07
PMThursday , April 11 , 2013
[LOGOUT](#)**Business Information****Business Details**

Business Name:	NEAGLEY & CHASE CONSTRUCTION COMPANY	Business ID:	0097497
Principal Business Office Address:	1150 AIRPORT DRIVE, SO BURLINGTON, VT, 05403, USA	Mailing Address:	1150 AIRPORT DRIVE, SO BURLINGTON, VT,
Citizenship/State Incorporation:	Domestic/VT	Last Annual Report Year:	2013
Business Type:	Domestic Profit Corporation	Business Status:	Active
Date of Incorporation/Registration:	Mar 21, 1986		
Corporation Subtype:	GENERAL		
Business Description:		Fiscal Year Month:	03

Principals Information

Name/Title	Business Address
MARK NEAGLEY / Director	1150 AIRPORT DRIVE, SO BURLINGTON, VT, 05
MARK NEAGLEY / President	1150 AIRPORT DRIVE, SO BURLINGTON, VT, 05
MARK R. NEAGLEY / Treasurer	1150 AIRPORT DRIVE, SO BURLINGTON, VT, 05

[View All M](#)**Registered Agent Information**

Name	Business Address	Residence Address
FEAD CONSTRUCTION LAW, PLC	3000 WILLISTON RD, SO BURLINGTON, VT, 05403	NONE

Trade Name Information

No Trade Names associated to this business.

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Welcome, NEAGLEY & CHASE CONSTRUCTION
COMPANYLast Login : 04/11/2013 02:07
PMThursday , April 11 , 2013
LOGOUT**Principals Information**
Additional Principals**Business ID:** 0097497**Business Name:** NEAGLEY & CHASE CONSTRUCTION
COMPANY**Total Number of Principals : 6**

Name/Title	Business Address
MARK NEAGLEY / Director	1150 AIRPORT DRIVE, SO BURLINGTON, VT, 05403
MARK NEAGLEY / President	1150 AIRPORT DRIVE, SO BURLINGTON, VT, 05403
MARK R. NEAGLEY / Treasurer	1150 AIRPORT DRIVE, SO BURLINGTON, VT, 05403
THOMAS CHASE / Director	1150 AIRPORT DRIVE, SO BURLINGTON, VT, 05403
THOMAS CHASE / Secretary	1150 AIRPORT DRIVE, SO BURLINGTON, VT, 05403

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STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

Certificate of Good Standing

I, James C. Condos, Vermont Secretary of State, do hereby certify that according to the records of this office

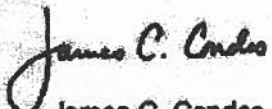
NEAGLEY & CHASE CONSTRUCTION COMPANY

a domestic profit corporation formed under the laws of the State of Vermont, was filed for record in this office on March 21, 1986.

I further certify that the company has perpetual duration, that its most recent report is on file, and that as of this date, articles of dissolution / withdrawal have not been filed.

April 11, 2013

Given under my hand and the seal of the State of Vermont, at Montpelier, the State Capital.


James C. Condos
Vermont Secretary of State



Business ID: 0097497
Certificate Number: 2013024542001

BID BOND

BIDDER (Name and Address):

NEAGLEY & CHASE CONSTRUCTION COMPANY, INC.
PO BOX 2288.
SOUTH BURLINGTON, VT 05407

SURETY (Name and Address of Principal Place of Business):

WESTCHESTER FIRE INSURANCE COMPANY
33 ARCH STREET, 29TH FLOOR
BOSTON, MA 02110

OWNER (Name and Address):

THE CITY OF BURLINGTON DEPARTMENT OF PUBLIC WORKS
645 PINE STREET, SUITE A
BURLINGTON, VT 05401

BID

BID DUE DATE: JUNE 7, 2013

PROJECT (Brief Description Including Location): LEDY PARK ARENA BATHROOMS

BOND

BOND NUMBER: _____

DATE (Not later than Bid Due Date): JUNE 7, 2013

PENAL SUM: FIVE PERCENT OF BID ATTACHED (5% ATTACHED)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the following pages, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

NEAGLEY & CHASE CONSTRUCTION CO
(Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title

Attest: [Signature]
Signature and Title

SURETY

WESTCHESTER FIRE INSURANCE CO
(Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title ADAM C USHA, ATTORNEY-IN-FACT
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title COMMERCIAL LINES ASSISTANT

- Note:**
- (1) Above addresses are to be used for giving required notice.
 - (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Adam C Osha, Christine M Slocum, Danielle M Martin, Sandra Defale, all of the City of RUTLAND, Vermont, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 8 day of April 2013.

WESTCHESTER FIRE INSURANCE COMPANY

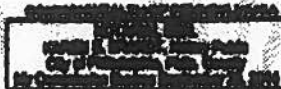


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 8 day of April, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Smith
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 7 day of JUNE, 2013.



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 08, 2015.

Councilors
Shannon, Bushor, Knodell,
Aubin: Bd. of Finance

AUTHORIZATION TO EXECUTE CONTRACT FOR LEDDY ARENA
LOCKER ROOM IMPROVEMENTS WITH NEAGLEY & CHASE

In the year Two Thousand Thirteen.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City’s Leddy Arena has been determined by the Parks and Recreation Department and the City’s engineers in the Department of Public Works as having a need for major improvements in its locker rooms and bathrooms in the areas of accessibility for persons with disabilities, energy efficiency and air quality and air exchange; and

WHEREAS, the City’s FY 13 Capital Improvement Program budget included \$40,000 to begin work on these improvement and the proposed FY 14 Capital Improvement Program budget includes \$128,000 to complete these improvements, for a combined improvement budget of \$168,000 over the two fiscal years; and

WHEREAS, the first phase of this project has come in under budget in FY 13 in that \$39,516 of the \$40,000 has been spent the work on these improvements in FY 13; and

WHEREAS, the work identified for FY 14 involves masonry, carpentry, toilet partitions, and plumbing aimed at, among other things, improving handicapped access, replacing exterior doors to improve energy efficiency, and improving air quality and air exchanges within the locker room spaces; and

WHEREAS, as project manager for these improvements, the Department of Public Works issued a public Request for Proposals on May 7, 2013 to solicit proposals to construct

these FY 14 improvements and then met with six (6) general and specialty contractors in a pre-bid meeting on May 22, 2013, responded to contractor questions during the bid process, and received two qualified bids its bid opening on June 7, 2013; and

WHEREAS, the low bid received by DPW was from Neagley & Chase Construction Company (Neagley & Chase) who submitted a \$110,500 base bid plus unit pricing for floor repair; and

WHEREAS, DPW has reviewed the bid and found it complete, including the filing of a Livable Wage and Outsourcing Certification as required by City ordinances, and recommends that Neagley & Chase be awarded the contract at its base bid plus an as-yet-to-be-determined amount of floor repair work, for a total contract amount not to exceed \$128,484; and

WHEREAS, the Department of Public Works presented this project to the Finance Board at its meeting on June 17, 2012 and the Board reviewed and unanimously recommended that the City Council approve and authorize the execution of a contract to Neagley & Chase for construction services for these Leddy Arena improvements in an amount not to exceed \$128,484, such contract to be based on the terms of the request for proposals and Neagley & Chase's bid;

NOW, THEREFORE, BE IT RESOLVED that Department of Public Works Director Steve Goodkind or his designee, is hereby authorized on behalf of the City to execute a contract with Neagley & Chase for up to \$128,484 in construction services related to making the above stated improvements to the Leddy Park Arena, such contract to be based on the terms and conditions of the request for proposals, the bidder's proposal, and any other terms and conditions required by the City Attorney, the execution of which is the subject to the prior review and approval of the City Attorney.