

August 30th, 2016

Attn: Chris M. O'Neill
Developmental Disabilities Services Division
Department Aging and Independent Living
HC 2 South, 280 State Drive
Waterbury, VT 05671-2030

RE: RFP # DDSD 246 -Housing Safety & Accessibility Inspection and Consultation

Dear Chris O'Neill,

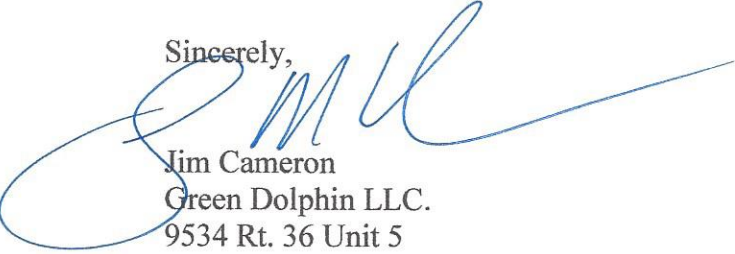
Please accept this packet as our bid for the Housing Safety & Accessibility Inspection and Consultation Contract beginning January 1, 2017.

Green Dolphin LLC. is a professional Construction Management, Consulting and Development Company. Over the past several years we have overseen projects with a total build-out of over \$20 million.

Green Dolphin LLC. Currently performs inspection services for the Division and has for the past 19 years.

We appreciate the opportunity to present this proposal. Please contact me if you require any further information.

Sincerely,



Jim Cameron
Green Dolphin LLC.
9534 Rt. 36 Unit 5
East Fairfield VT 05448

Enclosures: RFP #DDSD246 Proposal
Certificate of Insurance
Correspondence Log

Organization Description

Green Dolphin LLC has been in operation and incorporated in the State of Vermont since 1996. We are a professional Construction Management, Consulting and Development company. Over the past several years we have overseen projects with a total build-out of over \$20 million. In 2001 we developed an award winning mixed-use development project in Duxbury, Vt. We have completed multi-unit housing projects, several small subdivisions and three lake front properties. We own and manage several investment properties of which we have designed and built 5 accessible residential units. One of our most recent projects was the complete historic restoration of a 10,000 SF 4 story downtown hotel, integrating current codes with historic architecture.

For the past 19 years we have been consulting with the state of Vermont, Division of Disability and Aging Services, providing statewide inspections, accessibility reviews, design, training, and consulting services. We also perform ADA accessibility reviews and consult and review plans.

We have provided inspection and expert witnessing services to individuals, attorneys and insurance companies. We regularly consult with investors evaluating real estate ventures from feasibility, financial, building code and permitting issues.

We assumed responsibilities for safety and accessibility reviews in 1996. To date, we have inspected over 3,200 + living situations and completed 250 + Accessibility reviews. With input from both Agency and D.A.I.L. staff, we developed the current system and standards. While primarily based upon Life Safety Code 101, we have modified the standards to create realistic expectations for existing homes, while at the same time included those items that have a positive impact on health and safety of everyone living in the home. The current system is clear, consistent and respected by Agency staff and home providers. We regularly seek feedback from all involved and make improvements to our system.

Overview of Principal & Staff

Owner: James Cameron – Principal/Project Leader
9534 Rt. 36 Unit #5
East Fairfield, VT 05448
(802) 233-7718

Principal of Green Dolphin LLC, manages and oversees all work of field and office staff. He also provides inspection services as needed. The Principal reviews each inspection performed by the field staff for consistency and technical accuracy.

Relevant Experience

- Brandon Training School 1975-1977, Program Shift Supervisor-Dorm
- University Vermont BA-Special Education, Certified K-12.
- Howard Mental Health 1978-1987, Intern, Residential Developer, Coordinator of Residential Services.
- Camerand Construction 1987-1991 General Contractor, Co-Owner.
- Housing Accessibility & Safety Consultant DAIL and DDS, 1996-2016.
- Attended "Code College" Labor and Industry, Fire Prevention Division Life Safety Code-Fundamentals 2000.
- Designed and built a residential/investment unit incorporating Universal Design 2001.
- Permit and Code Presentation- City of Burlington October 2002 and April 2003.
- 2000-2003 served on the South Burlington Development Review Board which oversees all the development in the city.
- Worked for a consumer and family in locating, securing financing, to enable a consumer to purchase and maintain his own home
- Presenter for the Journal of Light Construction (Providence, Portland, Seattle & Minneapolis) and authored several articles on construction and real estate.
- Attended full day workshop. Received EPA-RRP Certification. Lead paint management training. April 2011
- Active Builder: 1996- Present: My company and staff are active builders and remodelers in single, multifamily and commercial projects. We work with and implement any relevant codes on a weekly basis.
- Construction Manager & Consultant for a Fraternity Housing Corporation with projects in New Orleans LA, Chicago IL., Indianapolis IA and Eugene OR.

Field Staff: Ken Cameron – Project Leader
1247 Church Hill Road
Charlotte, VT 05445
(802)-233-7112

Ken has worked for Green Dolphin LLC from 2008 to present. Ken has worked in construction for Green Dolphin LLC and understands the fundamentals of construction as they relate to inspections. He has been the primary field staff since 2012.

Relevant Experience

- Howard Community Services 1999 – 2003. Work included one on one work with individuals with a wide spectrum of consumers with disabilities. Experience in group home settings, shared living situations, and crisis intervention support.
- UVS Moretown 2004 – 2005. "2 on 1" support for a client during that time. Served as a 24 hour Head of Crisis Response for that consumer during that same period. Required to complete restraint training, CPR, HIPPA, and number of other trainings during that period and with Howard Community Services.

- Crisis support for Upper Valley Services – Moretown.

Support Staff: Lynn Knight - Program Administrator.
9534 Rt. 36 Unit #5
East Fairfield, VT 05448
(802) 343-8033

Lynn has 25 years' experience in the construction industry and has been with Green Dolphin LLC since 2011 and has participated in several field inspections with our staff. She reviews all inspections, manages distribution to the Division, and assists with scheduling and problem resolution. In the past two years she has completed ride-alongs with staff and has completed select second inspections.

Relevant Experience

- Pizzagalli Construction Company – 1988 – 1997. Worked on numerous projects as a runner, clerk and administrative assistant.
- Engelberth Construction Inc. – 1998 – 2010. Work included field office administration, managing certificate of insurances, complying with all safety standards as required in construction.
- Green Dolphin LLC - 2011 – present. Administrative work in the field and office. Participates in State of Vermont Inspections and manages distribution of inspection forms.
- Manages apartment buildings with residential and commercial tenants, complying with all safety standards as required under the State of Vermont.
- Construction management of a \$2.6 million City Hall renovation. Managing subcontractors, scheduling meetings, contract management and AP/AR.

PROPOSAL:

1) We would continue to schedule visits directly from our field and home office. We have established positive and open communication with agencies. Our practice is to address all inquiries within 2 business days if not the same day. We currently are scheduling one to two weeks out and are able to respond within the business week if required. Some centers prefer to have a scheduled day once or twice a month, which we accommodate.

2) We are intimately aware of the existing guidelines and train Agency staff in their operational use.

3) Using the system we have designed, written reports are completed at the time of the inspection and all parties receive a copy at that time. Reports to the Division are scanned for our records with all originals submitted directly to D.A.I.L no less than two (2) times monthly.

4) We typically integrate our follow-ups with the visit to the Agency's region for initial inspections; we are flexible as requests come in. Operationally, we have not and will not "sign off" on any report unless all items are complete. We allow in certain circumstances licensed trade people to provide written documentation of work completed; installing a GFI as an example, allows us to "sign off". Homes that do not complete the items within the prescribed time lines are tracked by division staff.

5) Each year we provide 2, ½ day trainings for all related parties, typically agency staff and coordinators. We have used this format in response to input from the agency coordinators and division staff. In addition, we are available for phone conferencing or meetings with new staff as they have inquiries, usually 3 or 4 times per year.

6) We have and will participate in evaluation activities as determined by Division staff.

PROPOSED WORK TO BE PERFORMED:

Initial Checks

- All time and costs related to scheduling all visits through our office.
- Provide consultation time and materials to staff and DH home providers prior to visits.
- Travel time and necessary time in the field to execute the safety and accessibility reviews.
- Basic design if requested, communication with DH, contractors, therapists etc. to support accessibility modifications and safety issues.
- Regular communication/meetings with Division staff to manage the system.
- Provide General Liability Insurance for property inspections, **\$2,000,000**.
- All related overhead, phones, supplies, etc.
- Process paperwork to Agency and Division staff. Paperwork is scanned and sent electronically as requested.

Follow up Visits

- All time and costs related to scheduling all visits through our office.
- Provide consultation time and materials to staff and DH providers prior to visits.
- Travel time and necessary time in the field to execute the follow up reviews.
- Provide General Liability Insurance for property inspections **\$2,000,000**.
- All related overhead, phones, supplies, etc.
- Process paperwork to Agency and Division staff. Paperwork is scanned and sent electronically as requested.

Staff Training Provided 1 Time Yearly

- All preparation time and development of materials
- Travel time
- Two, 4 hr. long presentation to attendees at location decided by the Division.
- Follow up

Electronic Format Submittals:

We support the move to an electronic format for submittal. We have spent time internally and with D.A.I.L staff about how they might proceed and how it would work in the field for the home providers. We will need guidance from the Division technical staff: where will it go, security, etc., but see this as an achievable goal in a relatively short period.

Evaluation Criteria

1) Cost:

- a) We will perform all the activities outlined above at a rate of \$275 for each first inspection and \$150 for each second inspection. For each subsequent year of the contract we would request an increase equal to State Employees % increase.
- b) Two (2) trainings will be provided yearly as outlined in the proposal at the rate of \$650.00 per training, total \$1,300.00.
- c) Principal's time to address Web development and training, 8 hours at no cost and subsequent hours billed at a rate of \$100/per hour.
- d) Our fees for the contract period (12 months) would **not exceed** \$160,000, regardless of the number of inspections requested or completed. That is inclusive of all the services above. ("no amendments")

2) Demonstrated Knowledge of Vermont Building Codes, Housing and Safety Standards:

- a) Principal is active builder with over 25 years of experience in residential single, multifamily light commercial and institutional projects. All projects, interface with code enforcement representatives, agencies, architects and trades people on national codes.
- b) Green Dolphin LLC owns and manages 25 residential and 4 commercial units in Vermont with inspections and Certificate of Occupancy performed by the Department of Fire & Safety.
- c) Development and technical preparation of all current housing and safety standards.
- d) Review and evaluation of over 3,200 homes over the past 19 years.
- e) Attendance at workshops and seminars on codes and code reforms.

3) Demonstrated Knowledge of ADA Accessibility Standards:

Demonstrated an active interest and involvement in the area of accessibility for over 30 years, beginning with my work experience at BTS with people who were physically challenged and onto my work at Howard Center. As a builder and consultant, I continue this involvement. I and my staff have designed and built ramps, handrails, and modified baths and kitchens for individuals moving into their own apartments. As Coordinator of Residential Services I oversaw the modifications to our group homes. Over the past 10 years we have reviewed 250+ homes, completed designs, provided options, sourced materials and worked with contractors to correctly and cost effectively make modifications. We have been hired by several CMHC to complete ADA work for their certification. Without being required to, our company designed and built fully accessible/adaptable apartments, two single family homes and condominium unit, including kitchen and appliances. We maintain a small library and resources as well as read monthly journals and articles. We have sourced and modified rental units to accommodate individuals with hearing impairments. Principal works for a national housing corporation, remodeling university housing all creating accessible housing.

4) Demonstrated Skills in Communicating with Service Providers, Consumers and Families:

Over the past 19 years we are in weekly contact with service providers, consumers and families as well as The Division of Fire and Safety and other regulatory groups. We have positive, professional relationships with these contacts. Staff has served on various elected and volunteer boards as members and in elected roles.

In representing the "State" to inspect people's homes and communicating things that are "incorrect". We can be in a position requiring home providers to spend their money to make improvements which can be a challenge. Our experience and respectful presentation of the information is regularly noticed and appreciated by center staff and often the potential home providers. Our focus is on safety and accessibility as we value the consumer's independence and caregivers.

5) Demonstrated Ability to Work Collaboratively with a Variety of Service Providers:

We have worked directly with the Agency and DDS staff over the past 19 years to continually improve and simplify the inspection process. We have participated in many planning and training meetings to solicit feedback and improvements. We have been successful in working with all parties to respond and make improvements.

- a) Managing the system over 19 years with 12 plus agencies, responding to requests from DS staff for information, special requests ("go to some place now!")
- b) Making recommendations and working with the outcome of the inspection.

- c) Ongoing solicitation of input and debate on changes and improvement to our forms, protocols and best practice.
- d) Improvements to the accessibility review process, on integrating PT/OT. Encouraging increased modifications while empowering the agencies to handle their own problems and opportunities for improvement within their system.

6) Demonstrated Problem Solving Skills:

- a) Worked with staff and families to develop methods allowing them to use below grade spaces as bedroom space. Some of these ideas are now being used in other states and being promoted in the City of Burlington.
- b) Developed inexpensive alternatives to bring substandard windows into compliance
- c) Proactively worked with agencies in the construction stages of accessible homes to maximize resources and design the best space.
- d) Held meetings with Agency and Division staff to evaluate accessibility modification efforts to increase the level of performance.
- e) Encouraged home providers to utilize new technology and offer their experiences as alternatives to other home providers.

7) Capacity to Conduct Inspections within the Contract Time Period:

Our practice is to respond to all contacts within two business days and our schedule is one to two weeks out. In the alternate some centers request a regular day of the month and we book that day regularly. Our field personnel are backed up by the principal and program manager. We propose as part of this contract to submit twice monthly contact logs with date & type of contact / date of reply and plan of action for each contact made.

8) Capacity to Comply with all Customary State Contract Provisions

We have complied with all previous Customary State Contract provisions including securing and maintaining the insurance requirements. We have reviewed Attachment A Specifications of work and can comply with all items stated.

References:

Chris Boyd – Assistant Fire Marshal, State of Vermont
Marcia Gadway – DA - Rutland Mental Health Services
Sarah Shirley-Eldred – Lamoille County Mental Health
Lindsay Reid – Howard Center Developmental Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Denis, Ricker & Brown - MTP, PO Box 565, Montpelier, VT 05601-0565. CONTACT NAME: e-doc@hbinsurance.com. INSURER A: Acadia Insurance Company, NAIC # 31325.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) James Cameron is excluded from the workers comp

Per the requirements of written contract/agreement the State of Vermont and its officers and employees are listed as additional insureds for the liability arising out of the agreement. Endt #CL CG 20 01

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: State of Vermont, 103 South Main Street - Weeks Building, Waterbury, VT 05671. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Jillian Paulau

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
State of Vermont, 103 South Main Street Weeks Building, Waterbury, VT 05671	Project for State of Vermont Dept of Disabilities, Aging and Independent Living housing dept
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **SECTION II - WHO IS AN INSURED**, is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A persons or organizations status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to coverage provided under this endorsement, the following is added to the end of **SECTION III - LIMITS OF INSURANCE**:

The limits of insurance for any additional insured are the limits in this coverage form or the limits you agreed to in the written contract or agreement governing your ongoing operations for that additional insured, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

C. With respect to coverage provided under this endorsement, the following is added to Paragraph 4.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is primary to, and will not seek contribution from, the additional insured's own insurance.

D. With respect to coverage provided under this endorsement, the following additional exclusions apply:

1. This insurance does not apply to "bodily injury", "property damage" or "personal or advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

2. This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

E. With respect to the coverage provided under this endorsement, the following replaces paragraphs 2.a. and 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- a. You and any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, the insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

the insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

