



GEORGIA VERMONT

Selectboard Regular Meeting Wednesday, March 12, 2025 at 6:00 PM Chris Letourneau Meeting Room and via Zoom Agenda

Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWVadz09>

Meeting ID: 616 584 3896 | **Passcode:** 5243524

Dial by your Location: 1 929 205 6099 (New York)

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
 - A. Town Administrator-Reorganization Of The Board Members
 - B. Reorganization Meeting
3. **CHAIR UPDATE**
4. **ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA**
5. **SELECTBOARD MINUTES AND WARRANTS**
 - A. Approval of Selectboard Regular Meeting Minutes for 2/24/25 Regular Meeting
 - B. Approval of Warrants #2506
6. **TOWN ADMINISTRATOR, TREASURER AND SELECTBOARD SUB COMMITTEES REPORTS**
 - A. Georgia Conservation Committee-Ken Minck-Grant Approval Request-Silverlake Road Culvert-
 - B. Treasurer--Signatures Needed for Bond Bank-Lori needs signatures for authorized people to speak with Bond Bank.
 - C. Personnel--Fire Chief request Approval to Hire
 - D. Georgia Public Library Board of Trustees-Conflict of Interest & Ethics Discussion
7. **BOARD BUSINESS (Public comment on agenda items limited to 5 minutes)**
 - A. Action to Approve TOG Municipal Complaint Form & Ethics Policy Final Version for Signatures--VT Code of Ethics Flow Chart to help identify if you may have a conflict of interest.
 - B. Roadside Acres Properties LLC-Easement Deed-Action to Approve and Sign- Boundry Line adjustments

- C. Highbridge Bid Repairs-Rebid Advertisement & Notice--Bridge 10 aka (Highbridge) Repairs are going back out for rebid, bids will be due back to Town of Georgia for opening during the regular selectboard meeting on March 24, 2025.
- D. Board Discussion regarding the sale of Parcel ID 112260000 to Robert Peet
- E. Town Electronic Signage-- Note: Logan Grimm reached out to Stacy on Friday 3/7/25, Stacy to follow up with Logan this week. Sign was on display at Town Meeting, what are next steps from the board?
- F. Oncore Renewable Energy-Corporate Donation Use-Action to Vote On
- G. 2025 HVAC Contract Bids--Review Bids
- H. Board Discussion regarding the Closing of Perrigo-Water and Waste Water treatment plant
- I. Request for Consideration of the Board Sale of All or Part of Webster Town Forest Land

8. PUBLIC COMMENT (For items not on agenda)

All participants must clearly state their names. Appropriate actions will be considered once the Selectboard has reviewed the information provided and necessary subsequent research.

9. CORRESPONDENCE

10. UNFINISHED BUSINESS

- A. Bridge # 10-High Bridge
- B. Bridge # 28 Mill River Bridge
- C. Sherwood Forest 3 Acre Rule
- D. Georgia Public Library - Electrical Work Project
- E. 2025 Manual Transfer Switch Project-Town Garage

11. OTHER

- A. Discussion of Petition for T-Mobil Northeast LLC

12. PLAN NEXT MEETING AGENDA

- A. March 24, 2025 @ 6:00pm

13. EXECUTIVE SESSION (if needed, pursuant to 1 V.S.A sec 313)

I would entertain a motion to enter into executive session to discuss _____ which premature disclosure or discussion may be detrimental to the board in itself and/or individuals involved.

I move that we enter into executive session to discuss _____ with (state names of attendees) under the provisions of Title 1, Section 313(a)(1)(A) of the Vermont Statutes. (State Time.)

14. ADJOURN

TABLED ITEMS:

Agendas are posted to the Town website, four designated places within the Town of Georgia (Town Clerk's Office, Georgia Public Library, Maplefields & Georgia Market), and e-mailed to the local media.

Minutes and meeting videos are posted on the Town of Georgia website.

Signed: Stacy Katon, Town Administrator

Georgia Selectboard Meeting
Chris Letourneau Meeting Room
Re-Organizational Meeting & Regular Meeting
Wednesday, March 12, 2025
6:00 p.m.

Approved: Unapproved

Present:

Absent:

Public Present:

- 1. The Town Administrator asked for nominations for Chair of the Selectboard.
- 2. Need to nominate Selectboard Clerk for a one-year term.

Motion made to nominate Kolleen Caspers as Selectboard Clerk, for a one-year term, made by _____, second by _____. No further discussion. All in favor.

- 3. Need to nominate Two Development Review Board members(s) for a three-year term.

Motion made to nominate James Powell and Leigh Horton for Development Review Board member(s) for a three-year term, made by _____, second by _____. No further discussion. All in favor.

- 4. Need a motion to appoint a Development Review Board alternates for one-year term.

Motion made to nominate Chris Caspers as Development Review Board alternates, for a one-year term, made by _____, second by _____. No further discussion. All in favor.

- 5. Need to make a motion to appoint a person as Tree Warden for a one-year term.

Motion made to nominate Eric Nye as Tree Warden, for a one-year term, made by _____, second by _____. No further discussion. All in favor.

- 6. Need to make a motion to appoint two selectboard members as representatives on the Georgia Industrial Development Corporation Board for a one-year term.

Motion made to nominate Kristina Senna and Carl Rosenquist as Selectboard Representatives to the Georgia Industrial Development Corporation, for one-year terms, made by _____, second by _____. No further discussion. All in favor.

- 7. Need to make a motion to appoint people to the Georgia Community Events Committee for one-year term. Current committee members are Cheryl Letourneau, Stacey Davis, and Kolleen Caspers, for one-year terms.

Motion made to nominate, Cheryl Letourneau, Stacey Davis, Kolleen Caspers, Lori Hobart, Deborah Mann for one-year terms, made by _____, second by _____. No further discussion. All in favor.

8. Need to make a motion to appoint a Selectboard member as Town Health Officer for a one-year term and Deputy Town Health Officer for a one-year term.

Motion made to nominate Kolleen Caspers as Town Health Officer, for a one-year term, and _____ as Deputy Town Health Officer made by _____, second by _____. No further discussion. All in favor.

9. Need a motion to appoint an Animal Control Officer and Assistant Animal Control Officer for a one-year term.

Motion made to appoint Sara Currier as Animal Control Officer and Jim Benson as Assistant Animal Control Officer, for one-year terms, made by _____, second by _____. No further discussion. All in favor.

10. Need to appoint two people as Georgia Representatives to the Northwest Regional Planning Commission for one-year terms. Current representatives are Kirk Waite and _____.

Motion made to appoint Kirk Waite and _____ as Georgia Representatives to Northwest Regional Planning Commission, for one-year terms, made by _____, second by _____. No further discussion. All in favor.

11. Need to make a motion to appoint a representative to the Northwest Regional Planning Commission Transportation Advisory Committee.

12. Motion made to appoint Suzanna Brown as Georgia Representative to the Northwest Regional Planning Commission Transportation Advisory Committee, for a one-year term, made by _____, second by _____. No further discussion. All in favor.

13. Need to make a motion to appoint a Representative to the Northwest Communications Unified District (CUD) and two alternates for terms of one-year.

14. Motion made to appoint Zachary Burdick as the representative, and _____ as alternates for one-year terms, made by _____, second by _____. No further discussion. All in favor.

15. Need to make a motion to appoint two people to four-year terms and one person for a one-year term on the Conservation Commission.

Motion made to appoint Alysia Catalfamo and Tom Hargy as the representative, for four-year terms, and Connor O'Driscoll as alternate for one-year terms, on the Conservation Commission, made by _____, second by _____. No further discussion. All in favor.

16. Need to make a motion to appoint a representative to Northwest Solid Waste District for a one-year term. The current representative is Paul Lambert.

Motion made to appoint Paul Lambert as the Georgia Representative to the Northwest Solid Waste District for a one-year term, made by _____, second by _____. No further discussion. All in favor.

17. Need to make a motion to appoint All Selectboard members as authorized signers of town warrants, for one-year terms.

Motion made to appoint the Selectboard Chair and the Selectboard Vice Chair as authorized Selectboard members to sign warrants, for one-year terms, made by _____, seconded by _____. No further discussion. All in favor.

18. Need to make a motion to appoint Town’s Primary Legal Counsel; Stitzel Page & Fletcher is the primary Legal Counsel and Kimball & Storrow as Town’s Secondary Legal Counsel, for one-year terms.

Motion made to appoint Stitzel Page & Fletcher as the Town’s Primary Legal Counsel; and Kimball & Storrow as Town’s Secondary Legal Counsel, for one-year terms, made by _____, second by _____. No further discussion. All in favor.

19. Need to make a motion to set the official paper for the Town. “St. Albans Messenger” is the current paper, with the Seven Days to be used in an emergency basis only.

Motion made to set the St. Albans Messenger as the official paper for the Town of Georgia, with the County Courier to be used in an emergency basis only, made by _____, second by _____. No further discussion. All in favor.

20. Need to make a motion to charge for town equipment at the State Agency of Transportation rate unless it is a FEMA project. If it is a FEMA project, FEMA rates will be charged.

Motion made to charge for town equipment at the State Agency of Transportation rate, unless it is a FEMA project, if it is a FEMA project, then FEMA rates will be charged, made by _____, second by _____. No further discussion. All in favor.

21. Need to make a motion to set the Animal Control Fines based on the current fine schedule.

Motion made to set the Animal Control Fines based on the current fine schedule, made by _____, second by _____. No further discussion. All in favor.

22. Per 24 V.S.A. §871, we need to make a motion to re-affirm the current Selectboard policies, rules of procedure and the meeting schedule of 2nd and 4th Mondays, at 6:00 p.m., every month utilizing the agenda now in place.

Motion made to re-affirm the current Selectboard policies, rules of procedure and the meeting schedule of 2nd and 4th Mondays, _____, every month, utilizing the agenda now in place, made by _____, second by _____. No further discussion. All in favor.

23. Need a motion to re-affirm the Ethics Policy of the Town of Georgia dated February 24, 2025.

Motion to re-affirm the Town of Georgia Ethics Policy made by _____, second by _____. No further discussion. All in favor.

24. As the Office of Lister, and Board of Lister’s, have been eliminated by positive vote at the Town Meeting, State Statute allows the Selectboard to appoint a professionally qualified Assessor, who shall have the same powers and discharge the same duties, under the provisions of Title 32. That Assessor does not need to be a resident of the Town. The appointment is for one year until the next annual meeting. The current Assessor is Hinman Assessments, LLC.

Motion made to appoint Terri Sabens as the Town’s Assessor, for a one-year term, made by _____, second by _____. No further discussion. All in favor.

25. Need to make a motion to set forth the following wage for Planning Commission, Development Review Board and Board of Civil Authority:

Motion made to set forth the following wages for Planning Commission, Development Review Board and Board of Civil Authority, compensation shall be set at \$20.00 per meeting attended as per policy that “Board Members will not be paid for meetings where they are representing themselves or another party”, made by _____, second by _____. No further discussion. All in favor.

26. Need to make a motion to set the wages for Moderator and Parliamentarian at minimum wage rate.

Motion made to set the wages for Moderator and Parliamentarian at minimum wage rate, made by _____, second by _____. No further discussion. Four in favor, Carolyn abstained.

27. Per 24 V.S.A Sections 1953 and 1954, the Selectboard shall consider the Fire Chief’s written recommendation and appoint Fire Officers as follows from Chief Keith Baker: 1st Assistant Chief –, Captain, 1st Lieutenant - and 2nd Lieutenant.

Motion made to appoint Fire Officers based on the recommendation from Chief Baker for 1st Assistant Chief Patrick King–, Captain –Eric Couture, 1st Lieutenant –Jamieson Barber and 2nd Lieutenant –Todd Cadieux for one-year terms, made by _____, second by _____. No further discussion. All in favor.



GEORGIA VERMONT

Selectboard Special Meeting Monday, February 24, 2025 at 5:45 PM Chris Letourneau Meeting Room and via Zoom Minutes

Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWVadz09>

Meeting ID: 616 584 3896 | Passcode: 5243524

Dial by your Location: 1 929 205 6099 (New York)

1. CALL TO ORDER -- 5:45PM

SELECTBOARD PRESENT

Paul Jansen, Carl Rosenquist, Kristina Senna (via Zoom)

SELECTBOARD ABSENT

Brian Dunsmore

STAFF PRESENT

Kollene Caspers, Lori Hobart, Stacy Katon and Cheryl Letourneau (via Zoom)

2. OTHER

A. Annual Renewal of Liquor and Tobacco Licenses- Action to Approve

Motion to approve the Liquor and Tobacco License applications for Georgia Market, Maplefields and Dollar General.

Motion made by P. Jansen, Seconded by K. Senna

Voting Yea: P. Jansen, C. Rosenquist, K. Senna

3. ADJOURN

Motion to adjourn at 5:55pm

Motion made by K. Senna, Seconded by C. Rosenquist

Voting Yea: P. Jansen, C. Rosenquist, K. Senna

Posted to the Town website.

Signed: Stacy Katon, Town Administrator

Phone: 802-524-3524 | Fax: 802-524-3543 | Website: townofgeorgia.com

03/10/2025

Town of Georgia, Vermont Accounts Payable

Section 5. Item #B.

3

03:04 pm

Check Warrant Report # 2506 Current Prior Next FY Invoices

For checks For Check Acct 01 (General Fund) 03/12/2025 To 03/12/2025

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
802MECHAN	802 MECHANICAL LLC	047 library - Magna pump	1077.53	0.00	1077.53	4237	03/12/25
ALLEGIANC	ALLEGIANCE TRUCKS	122036662:01 DEF pump	1545.80	0.00	1545.80	4238	03/12/25
AMAZON	AMAZON CAPITAL SERVICES	11L1KL147C1N office vacuum	294.78	0.00	294.78	4239	03/12/25
AMAZON	AMAZON CAPITAL SERVICES	1C37GT96JT6J toner	121.99	0.00	121.99	4239	03/12/25
AMAZON	AMAZON CAPITAL SERVICES	1DDM6HDRXKKQ floor squeegee	151.66	0.00	151.66	4239	03/12/25
AMAZON	AMAZON CAPITAL SERVICES	1DP9KRPNVJCJ supplies	419.35	0.00	419.35	4239	03/12/25
AMAZON	AMAZON CAPITAL SERVICES	1P3TXCT6C9D ACO supplies	51.58	0.00	51.58	4239	03/12/25
AMAZON	AMAZON CAPITAL SERVICES	1PWC6NYK6XPX tires	804.90	0.00	804.90	4239	03/12/25
AMAZON	AMAZON CAPITAL SERVICES	1YWHRGNH94LM ACO supplies	69.99	0.00	69.99	4239	03/12/25
BGS ST SU	BGS ST SURPLUS PRPTY	73006262 furniture and supplies	1257.00	0.00	1257.00	4240	03/12/25
BLUECR	BLUE CROSS & BLUE SHIELD OF VT	200620564 monthly premium	19077.08	0.00	19077.08	4241	03/12/25
WELLSBR	Bradley Wells	1063653 refund overpayment	150.00	0.00	150.00	4242	03/12/25
CARGIL	CARGILL, INCORPORATED	2910645670 deicer	2960.56	0.00	2960.56	4243	03/12/25
CARGIL	CARGILL, INCORPORATED	2910653587 deicer	2975.28	0.00	2975.28	4243	03/12/25
CARGIL	CARGILL, INCORPORATED	2910658784 deicer	2973.44	0.00	2973.44	4243	03/12/25
CARGIL	CARGILL, INCORPORATED	2910672544 deicer	2892.48	0.00	2892.48	4243	03/12/25
CARGIL	CARGILL, INCORPORATED	2910677908 deicer	5660.76	0.00	5660.76	4243	03/12/25
CLOUD	CLOUDPERMIT, INC.	2169 Cloudpermit bldg/land us	5000.00	0.00	5000.00	4244	03/12/25
CLOUD	CLOUDPERMIT, INC.	2264 implementation	250.00	0.00	250.00	4244	03/12/25
COMCAST	COMCAST	-2588 022825 modem 2	14.95	0.00	14.95 E	31201	03/12/25
COMCAST	COMCAST	-3288 022425 town office	216.97	0.00	216.97 E	31202	03/12/25
COMCAST	COMCAST	-4377 022425 fire station	203.07	0.00	203.07 E	31203	03/12/25
COMCAST	COMCAST	-7269 022425 new garage	209.17	0.00	209.17 E	31204	03/12/25
FIDIUM	CONSOLIDATED COMMUNICATIONS	-3032 021825 beach fiber	86.53	0.00	86.53	4245	03/12/25
COSTCO	COSTCO WHOLESALE	01.24.25 supplies	271.84	0.00	271.84	4246	03/12/25
COSTCO	COSTCO WHOLESALE	02.11.25 5 fire alarms	405.95	0.00	405.95	4246	03/12/25
COSTCO	COSTCO WHOLESALE	03.02.25 election food	113.13	0.00	113.13 E	31205	03/12/25
EYE MED	FIDELITY SECURITY LIFE INSURAN	166708026 monthly premium	57.67	0.00	57.67	4247	03/12/25
GAP	GEORGIA AUTO PARTS	18339 parts	30.22	0.00	30.22	4248	03/12/25
GAP	GEORGIA AUTO PARTS	18360 combo wrench	89.26	0.00	89.26	4248	03/12/25
GAP	GEORGIA AUTO PARTS	18478 oil filter	8.95	0.00	8.95	4248	03/12/25
GRNMTNELE	GREEN MOUNTAIN ELECTRIC SUPPLY	S5199215.001 emergency light	28.13	0.00	28.13	4249	03/12/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0000 022625 old garage	288.97	0.00	288.97	4250	03/12/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0001 022625 library well	28.93	0.00	28.93	4250	03/12/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0002 022625 library	429.53	0.00	429.53	4250	03/12/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0005 022625 town offices	329.02	0.00	329.02	4250	03/12/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0006 022625 fire station	604.62	0.00	604.62	4250	03/12/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0009 022625 street lights	235.60	0.00	235.60	4250	03/12/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-2626 022625 new garage	525.49	0.00	525.49	4250	03/12/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-4295 22625 salt shed	26.09	0.00	26.09	4250	03/12/25
UNION DUE	LABORERS' INTERNATIONAL OF NO.	FEB 2025 monthly dues	172.00	0.00	172.00	4251	03/12/25
UNION DUE	LABORERS' INTERNATIONAL OF NO.	JAN 2025 January dues	172.00	0.00	172.00	4251	03/12/25
LENNY'S	LENNY'S SHOE AND APPAREL	3530551 TC boots	250.00	0.00	250.00	4252	03/12/25
LHSASS	LHS ASSOCIATES INC	84042 election supplies	1453.00	0.00	1453.00	4253	03/12/25
MICROSOFT	MICROSOFT CORPORATION	E0100VKJFH 50 licenses thru 2/21/26	1200.00	0.00	1200.00 E	31206	03/12/25
MOTHER	MOTHER HUBBARD'S	03.04.25 election lunch	147.84	0.00	147.84 E	31207	03/12/25
MYERS	MYERS CONTAINER SERVICE CORP	22569 022625 trash svc, 1 addl bag	194.49	0.00	194.49	4254	03/12/25
MYERS	MYERS CONTAINER SERVICE CORP	22661 022625 trash pickup	35.00	0.00	35.00	4254	03/12/25
NWSWD	NW VT SOLID WASTE MGT DISTRICT	27056 municipal trash	49.00	0.00	49.00	4255	03/12/25
OMG	O'ROURKE MEDIA GROUP, LLC	403457 DRB / ordinances	537.47	0.00	537.47	4256	03/12/25

\$76.00 - DRB

03/10/25
03:04 pm

Town of Georgia, Vermont Accounts Payable
Check Warrant Report # 2506 Current Prior Next FY Invoices
For checks For Check Acct 01 (General Fund) 03/12/2025 To 03/12/2025

Section 5. Item #B. 2
Georgia Treasurer

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
\$267.67 - Impact Fee Ordinance							
\$193.80 - Animal Control Ordinance							
PRIORITY	PRIORITY EXPRESS, INC.	80592453 interlibrary loan	197.06	0.00	197.06	4257	03/12/25
REPRO	REPROGRAPHICS OF NEW ENGLAND	129549 town reports	3361.55	0.00	3361.55	4258	03/12/25
REYNOL	REYNOLDS AND SON INC	3450388 flow test / equip repair	1871.30	0.00	1871.30	4259	03/12/25
11239	ROWLEY	524240 699.4 #2 diesel	2238.08	0.00	2238.08	4260	03/12/25
SHELBUR	SHELBURNE LIMESTONE CORPORATIO	6496 aggregate	398.80	0.00	398.80	4261	03/12/25
ACE	ST ALBANS ACE HARDWARE LLC	111144/2 TIC Holders for E-1	48.47	0.00	48.47	4262	03/12/25
TAXEXEMPT	TAX-EXEMPT LEASING CORP	14717207 E-One fire truck pymt	82338.67	0.00	82338.67	4263	03/12/25
THERAD	THE RADIO NORTH GROUP INC	24146864 3 pagers	1530.00	0.00	1530.00	4264	03/12/25
UNIFIR	UNIFIRST CORPORATION	1080261446 office mats	55.44	0.00	55.44	4265	03/12/25
UNIFIR	UNIFIRST CORPORATION	1080261448 town office mats	55.44	0.00	55.44	4265	03/12/25
UNIFIR	UNIFIRST CORPORATION	1080261449 library mats	44.00	0.00	44.00	4265	03/12/25
UNIFIR	UNIFIRST CORPORATION	1080261563 uniforms	126.79	0.00	126.79	4265	03/12/25
VTAWARDS	VERMONT AWARDS & ENGRAVING	91276 awards	1145.85	0.00	1145.85	4266	03/12/25
VGS	VERMONT GAS SYSTEMS INC	-5441 022725 fire station	979.67	0.00	979.67	4267	03/12/25
VGS	VERMONT GAS SYSTEMS INC	-5994 022725 new garage	1454.67	0.00	1454.67	4267	03/12/25
VGS	VERMONT GAS SYSTEMS INC	-7845 022725 town offices	262.34	0.00	262.34	4267	03/12/25
VGS	VERMONT GAS SYSTEMS INC	-8090 022725 old garage	712.56	0.00	712.56	4267	03/12/25
VIKING	VIKING -CIVES USA	4541273 2 wing bolt	87.85	0.00	87.85	4268	03/12/25
VMERSDC	VMERS DB	FEB 2025 retirement withholding	15477.89	0.00	15477.89	4269	03/12/25
VTSAFETY	VT DEPT OF PUBLIC SAFETY #7381	91941 law enforcement	3953.72	0.00	3953.72	4270	03/12/25
WBMASON	W.B. MASON CO., INC.	252582296 water	113.94	0.00	113.94	4271	03/12/25
WBMASON	W.B. MASON CO., INC.	CM3506300 water deposit refund	-24.00	0.00	-24.00	4271	03/12/25

03/10/2025

Town of Georgia, Vermont Accounts Payable

Section 5. Item #B. 3
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03:04 pm

Check Warrant Report # 2506 Current Prior Next FY Invoices

For checks For Check Acct 01(General Fund) 03/12/2025 To 03/12/2025

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			172,579.16	0.00	172,579.16		

To the Treasurer of Town of Georgia, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***172,579.16 Let this be your order for the payments of these amounts.

Carl Rosenquist (Chair)

(Vice Chair)

Brian Dunsmore

Paul Jansen

Kristina Senna

03/10/25
02:45 pm

Town of Georgia, Vermont Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 03/27/25

Section 5. Item #B.

GeorgiaTreasurer

Vendor	Man/ DirPay	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
802MECHAN 802 MECHANICAL LLC		047		02/19/25	03/21/25	01	library - Magna pump		
		1-7-05-28-45.30	Library Building Maint.				1,077.53	0.00	0.00
ALLEGIANC ALLEGIANCE TRUCKS		122036662:01		02/20/25	03/22/25	01	DEF pump		
		1-7-10-30-62.60	2020 Tandem Repairs				1,545.80	0.00	0.00
AMAZON AMAZON CAPITAL SERVICES		11L1KL147C1N		02/24/25	03/26/25	01	office vacuum		
		1-7-05-28-45.50	Town Hall Building Maint.				294.78	0.00	0.00
		1C37GT96JT6J		02/18/25	03/20/25	01	toner		
		1-7-05-36-52.40	GFD Computer/Office Suppl				121.99	0.00	0.00
		1DDM6HDRXCKQ		02/19/25	03/21/25	01	floor squeegee		
		1-7-05-36-22.00	Fire & Rescue Supplies				151.66	0.00	0.00
		1DP9KRPNVJCJJ		02/15/25	03/17/25	01	supplies		
		1-7-05-28-45.25	Fire & Rescue Bldg Maint.				60.85	0.00	0.00
		1-7-05-28-45.50	Town Hall Building Maint.				60.85	0.00	0.00
		1-7-10-30-62.00	Hwy Parts & Supplies				297.65	0.00	0.00
Invoice 1DP9KRPNVJCJJ Total							419.35	0.00	0.00
		1P3TKXCT6C9D		02/17/25	03/19/25	01	ACO supplies		
		1-7-05-32-27.00	Animal Control Expenses				51.58	0.00	0.00
		1PWCGNYK6XPX		02/17/25	03/19/25	01	tires		
		1-7-10-30-62.85	2020 GMC Sierra Repairs				804.90	0.00	0.00
		1YWHRGNH94LM		02/17/25	03/19/25	01	ACO supplies		
		1-7-05-32-27.00	Animal Control Expenses				69.99	0.00	0.00
Total For AMAZON CAPITAL SERVICES							1,914.25	0.00	0.00
BGS ST SU BGS ST SURPLUS PRPRTY		73006262		02/01/25	02/01/25	01	furniture and supplies		
		1-7-02-20-52.10	Admin Prchse-Impact Fees				1,190.00	0.00	0.00
		1-7-05-20-22.00	Admin Office Supplies				67.00	0.00	0.00
Invoice 73006262 Total							1,257.00	0.00	0.00
BLUECR BLUE CROSS & BLUE SHIEL		200620564		03/03/25	03/26/25	01	monthly premium		
		1-2-00-05-10.36	Health Withholding				1,341.52	0.00	0.00
		1-7-05-05-10.23	Gen Gov Insurance Benefit				3,072.10	0.00	0.00
		1-7-05-10-10.18	Clerks Office Ins Bene				2,110.03	0.00	0.00
		1-7-05-28-10.04	Public Works Insurance Be				3,072.10	0.00	0.00
		1-7-05-36-10.17	Fire & Rescue Ins. Benefi				-68.82	0.00	0.00
		1-7-05-70-14.00	Library Health Insurance				2,105.01	0.00	0.00
		1-7-10-05-10.13	Highway Ins. Benefits				7,445.14	0.00	0.00
Invoice 200620564 Total							19,077.08	0.00	0.00

03/10/25
02:45 pm

Town of Georgia, Vermont Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 03/27/25

Vendor	Man/ DirPay	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
WELLSBR	Bradley Wells	1063653		03/05/25	03/05/25	01 refund overpayment			
		1-6-00-20-00.25	Miscellaneous Revenue				150.00	0.00	0.00
CARGIL	CARGILL, INCORPORATED	2910645670		02/12/25	03/14/25	01 deicer			
		1-7-10-20-55.00	Winter Sand/Salt				2,960.56	0.00	0.00
		2910653587		02/13/25	03/15/25	01 deicer			
		1-7-10-20-55.00	Winter Sand/Salt				2,975.28	0.00	0.00
		2910658784		02/14/25	03/16/25	01 deicer			
		1-7-10-20-55.00	Winter Sand/Salt				2,973.44	0.00	0.00
		2910672544		02/18/25	03/20/25	01 deicer			
		1-7-10-20-55.00	Winter Sand/Salt				2,892.48	0.00	0.00
		2910677908		02/19/25	03/21/25	01 deicer			
		1-7-10-20-55.00	Winter Sand/Salt				5,660.76	0.00	0.00
Total For CARGILL, INCORPORATED							17,462.52	0.00	0.00
CLOUD	CLOUDPERMIT, INC.	2169		12/20/24	03/20/25	01 Cloudpermit bldg/land use			
		1-7-05-20-44.07	Computer Software & Licen				5,000.00	0.00	0.00
		2264		02/14/25	03/16/25	01 implementation			
		1-7-05-20-44.07	Computer Software & Licen				250.00	0.00	0.00
Total For CLOUDPERMIT, INC.							5,250.00	0.00	0.00
COMCAST	COMCAST	* -2588 022825		02/28/25	03/23/25	01 modem 2			
		1-7-05-28-30.50	Town Hall Utilities				14.95	0.00	0.00
		* -3288 022425		02/24/25	03/19/25	01 town office			
		1-7-05-28-30.50	Town Hall Utilities				216.97	0.00	0.00
		* -4377 022425		02/24/25	03/19/25	01 fire station			
		1-7-05-28-30.25	Fire & Rescue Utilities				203.07	0.00	0.00
		* -7269 022425		02/24/25	03/19/25	01 new garage			
		1-7-05-28-30.70	New Hwy Garage Utilities				209.17	0.00	0.00
Total For COMCAST							644.16	0.00	0.00
FIDIUM	CONSOLIDATED COMMUNICAT	-3032 021825		02/18/25	03/18/25	01 beach fiber			
		1-7-05-28-30.20	Town Beach Utilities				86.53	0.00	0.00
COSTCO	COSTCO WHOLESALE	01.24.25		01/24/25	01/24/25	01 supplies			
		1-7-05-28-45.60	Janitorial Supply/Svs.				271.84	0.00	0.00

direct debit

direct debit

03/10/25
02:45 pm

Town of Georgia, Vermont Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 03/27/25

Section 5. Item #B.

GeorgiaTreasurer

Vendor	Man/ DirPay	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
802MECHAN 802 MECHANICAL LLC		047		02/19/25	03/21/25	01	library - Magna pump		
		1-7-05-28-45.30	Library Building Maint.				1,077.53	0.00	0.00
ALLEGIANC ALLEGIANCE TRUCKS		122036662:01		02/20/25	03/22/25	01	DEF pump		
		1-7-10-30-62.60	2020 Tandem Repairs				1,545.80	0.00	0.00
AMAZON AMAZON CAPITAL SERVICES		11L1KL147C1N		02/24/25	03/26/25	01	office vacuum		
		1-7-05-28-45.50	Town Hall Building Maint.				294.78	0.00	0.00
		1C37GT96JT6J		02/18/25	03/20/25	01	toner		
		1-7-05-36-52.40	GFD Computer/Office Suppl				121.99	0.00	0.00
		1DDM6HDXKXQ		02/19/25	03/21/25	01	floor squeegee		
		1-7-05-36-22.00	Fire & Rescue Supplies				151.66	0.00	0.00
		1DP9KRPNVJCJJ		02/15/25	03/17/25	01	supplies		
		1-7-05-28-45.25	Fire & Rescue Bldg Maint.				60.85	0.00	0.00
		1-7-05-28-45.50	Town Hall Building Maint.				60.85	0.00	0.00
		1-7-10-30-62.00	Hwy Parts & Supplies				297.65	0.00	0.00
Invoice 1DP9KRPNVJCJJ Total							419.35	0.00	0.00
		1P3TKXCT6C9D		02/17/25	03/19/25	01	ACO supplies		
		1-7-05-32-27.00	Animal Control Expenses				51.58	0.00	0.00
		1PWCGNYK6XPX		02/17/25	03/19/25	01	tires		
		1-7-10-30-62.85	2020 GMC Sierra Repairs				804.90	0.00	0.00
		1YWHRGNH94LM		02/17/25	03/19/25	01	ACO supplies		
		1-7-05-32-27.00	Animal Control Expenses				69.99	0.00	0.00
Total For AMAZON CAPITAL SERVICES							1,914.25	0.00	0.00
BGS ST SU BGS ST SURPLUS PRPTY		73006262		02/01/25	02/01/25	01	furniture and supplies		
		1-7-02-20-52.10	Admin Frchse-Impact Fees				1,190.00	0.00	0.00
		1-7-05-20-22.00	Admin Office Supplies				67.00	0.00	0.00
Invoice 73006262 Total							1,257.00	0.00	0.00
BLUECR BLUE CROSS & BLUE SHIEL		200620564		03/03/25	03/26/25	01	monthly premium		
		1-2-00-05-10.36	Health Withholding				1,341.52	0.00	0.00
		1-7-05-05-10.23	Gen Gov Insurance Benefit				3,072.10	0.00	0.00
		1-7-05-10-10.18	Clerks Office Ins Bene				2,110.03	0.00	0.00
		1-7-05-28-10.04	Public Works Insurance Be				3,072.10	0.00	0.00
		1-7-05-36-10.17	Fire & Rescue Ins. Benefi				-68.82	0.00	0.00
		1-7-05-70-14.00	Library Health Insurance				2,105.01	0.00	0.00
		1-7-10-05-10.13	Highway Ins. Benefits				7,445.14	0.00	0.00
Invoice 200620564 Total							19,077.08	0.00	0.00

03/10/25
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Town of Georgia, Vermont Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 03/27/25

Vendor	Man/ Invoice DirPay Number	Purchase Invoice Order Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
WELLSBR	Bradley Wells	1063653	03/05/25	03/05/25 01	refund overpayment		
		1-6-00-20-00.25 Miscellaneous Revenue			150.00	0.00	0.00
CARGIL	CARGILL, INCORPORATED	2910645670	02/12/25	03/14/25 01	deicer		
		1-7-10-20-55.00 Winter Sand/Salt			2,960.56	0.00	0.00
		2910653587	02/13/25	03/15/25 01	deicer		
		1-7-10-20-55.00 Winter Sand/Salt			2,975.28	0.00	0.00
		2910658784	02/14/25	03/16/25 01	deicer		
		1-7-10-20-55.00 Winter Sand/Salt			2,973.44	0.00	0.00
		2910672544	02/18/25	03/20/25 01	deicer		
		1-7-10-20-55.00 Winter Sand/Salt			2,892.48	0.00	0.00
		2910677908	02/19/25	03/21/25 01	deicer		
		1-7-10-20-55.00 Winter Sand/Salt			5,660.76	0.00	0.00
Total For CARGILL, INCORPORATED					17,462.52	0.00	0.00
CLOUD	CLOUDPERMIT, INC.	2169	12/20/24	03/20/25 01	Cloudpermit bldg/land use		
		1-7-05-20-44.07 Computer Software & Licens			5,000.00	0.00	0.00
		2264	02/14/25	03/16/25 01	implementation		
		1-7-05-20-44.07 Computer Software & Licens			250.00	0.00	0.00
Total For CLOUDPERMIT, INC.					5,250.00	0.00	0.00
COMCAST	COMCAST	* -2588 022825	02/28/25	03/23/25 01	modem 2		
		1-7-05-28-30.50 Town Hall Utilities			14.95	0.00	0.00
		* -3288 022425	02/24/25	03/19/25 01	town office		
		1-7-05-28-30.50 Town Hall Utilities			216.97	0.00	0.00
		* -4377 022425	02/24/25	03/19/25 01	fire station		
		1-7-05-28-30.25 Fire & Rescue Utilities			203.07	0.00	0.00
		* -7269 022425	02/24/25	03/19/25 01	new garage		
		1-7-05-28-30.70 New Hwy Garage Utilities			209.17	0.00	0.00
Total For COMCAST					644.16	0.00	0.00
FIDIUM	CONSOLIDATED COMMUNICAT	-3032 021825	02/18/25	03/18/25 01	beach fiber		
		1-7-05-28-30.20 Town Beach Utilities			86.53	0.00	0.00
COSTCO	COSTCO WHOLESALE	01.24.25	01/24/25	01/24/25 01	supplies		
		1-7-05-28-45.60 Janitorial Supply/Svs.			271.84	0.00	0.00

direct debit

direct debit



Re: WPD 582

From Ken Minck <kcminck@gmail.com>

Date Fri 3/7/2025 8:22 AM

To Georgia Town Administrator <administrator@townofgeorgia.com>

1 attachment (244 KB)

Silver Lake Rd culvert.pdf;

Hi Stacy, WPD 582 is the project # (here is the website: <https://anrweb.vt.gov/DEC/cleanWaterDashboard/WPDSearch.aspx>) Type in 582 in the project number and you will see the basic info. It refers to a culvert on Silver Lake Rd. that has an Aquatic Organism Passage issue. (AOP) What is referred to as a "perched" culvert. (the outlet) (PICTURE) NRPC is asking if the Town could purchase the culvert (around 11K) and the grant would fund the installation and any permitting etc. I don't have estimates yet on the installation. Like I mentioned earlier the form can't be saved.



WPD 582

From Ken Minck <kcminck@gmail.com>

Date Fri 2/21/2025 4:59 PM

To Georgia Town Administrator <administrator@townofgeorgia.com>

2 attachments (1 MB)

Silver Lake Rd culvert.pdf; Georgia_TH_25_Silver_Lake_Road_Georgia_VT_Northeast_Quote.pdf;

Hi Stacy, The above is a project from the Watershed Project Database. I hope to apply for a CWSP grant for Act 76 funds. This is a perched culvert on Silver Lake Rd. near the parking lot for Silver Lake Woods. NRPC is asking me if the Town might be interested in partially funding the project. Maybe pickup the culvert cost? (The estimate is dated) I have to apply by March 13th.

Thanks, Ken Minck

Georgia CC

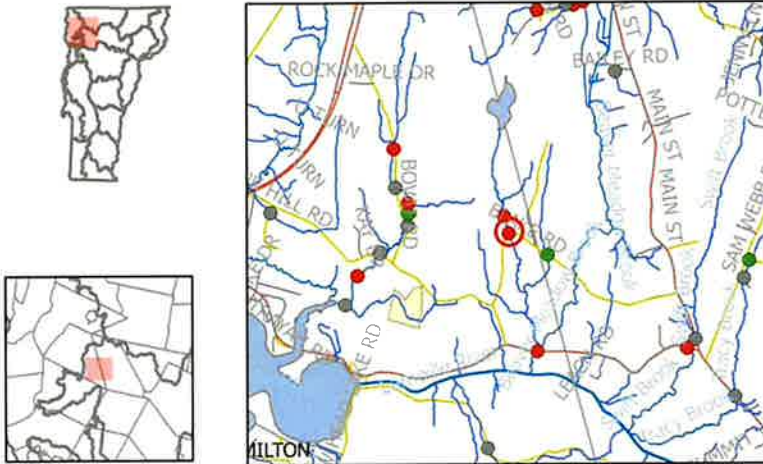
BWQC Basin 7

SGAID: 600025000106081
Stream: Unnamed
Location: Just before Mailbox 642

Assessment: 5/24/2012
Latitude: 44.69629
Road: SILVER LAKE RD,

Town: G
Longitude: -73.05956
Surface: Gravel

Section 6. Item #A.



Structure

Structure (overflow): Culvert (No)
 Material: Steel Corrugated
 Width: 3.1 ft
 Height: 3.1 ft
 Length: 40 ft
 Footers:

Stream

Structure skewed: No
 Floodplain filled: Entirely
 Avulsion (distance): Cross road ()
 U/S bed (bedrock): Gravel (No)
 Struct. bed (bedrock): Gravel (No)
 D/S bed (bedrock): Cobble (No)

Aquatic Organism Passage

Coarse screen	Red	Pool present:	Yes
Outlet (drop):	Free fall (2 ft)	Pool depth (at outlet):	1 ft
Backwater length:	0 ft	Pool depth (max):	1.8 ft
Depth at outlet:	0.2 ft	Substrate throughout:	No
Number of culverts:	1	Inlet obstructions:	Wood Debris
Retrofit potential:	MLL	High Flow Stage:	No

Geomorphic Compatibility

Coarse Screen (25 max)	11	Structure slope:	Same
BFW:	6.2 ft (Measured)	Break in slope:	No
% BFW:	50%	U/S erosion:	Low
U/S deposits (>50% BFH):	Mid-channel (No)	D/S erosion:	Low
D/S scour:	None	U/S armoring:	Failing
D/S bank > U/S Bank:	No	D/S armoring:	Failing
Approach angle:	Sharp bend	Steep riffle:	No

Stream Network

U/S Total:	1.8 mi	U/S Mainstem:	0 mi
U/S Net	0.1 mi	Net:	0.1 mi
U/S, D/S Barriers:	1, 1		

Comment: Pool created due to fallen tree. No struct_num

Upstream



Inlet



Downstream



Outlet





825 State Route 67 (518)885-4385

Ballston Spa, NY 12020

Quote Number: Wusterbarth-000000
Sales Person: Kent Wusterbarth
Phone: (207)319-4695
E-Mail: KWusterbarth@lane-enterprises.com
Quote Date: 2024-02-16 20:28:52
Valid until: 03/16/2024

Customer	Job Information
Georgia VT Conservation Commission	Georgia TH 25 Sliver Lake Road Georgia VT
Ken Minck	
47 Town Common North Georgia, VT05478	Silver Lake Road Georgia, VT

Quantity	Unit	Part Number	Quoted Line Item	Unit Price	Ext. Price
40.00	LF	SPGV0781202050A0	87"x63" Galv 12GA 5"x1" CORR	\$202.40	\$8,096.00
7.00	LF	FTGVFISHBAFF	Fish Baffle	\$420.00	\$2,940.00

	Total	
	Subtotal:	\$11,036.00
Shipping Provider:	Shipping:	\$0.00
	Total	\$11,036.00
		Sales tax not included

Please note that availability for quoted materials will be extended beyond normal lead times due to raw material shortages and protracted production times. Lane's quotation is not an assurance of availability. Actual lead times will vary and will be addressed on a case by case basis.

Prices stated in this quotation are firm for all orders placed within 30 days of quote date and shipments within 60 days of quote date. Please review, verify and approve all item descriptions, specifications and quantities prior to acceptance. It is the customer's responsibility to ensure quantities and materials provided are in compliance with project specifications. Prices are based on Lane Enterprises furnishing all materials listed in this quotation. Prices are F.O.B. jobsite, pipe nested, our trucks, unless otherwise noted. All deliveries under \$7,500 in value are subject to a minimum delivery charge of at least \$300. Terms are net 30 days with approved credit; otherwise C.O.D. We shall not be responsible for delays in shipment caused by issues beyond our control. No material returns accepted without prior approval. All returns subject to a minimum 35% re-stocking charge, plus applicable transportation charges. Special order or non-stock items are not subject to cancellation or return. Pick-up allowances do not apply to this quote.

Georgia Treasurer

From: Ken Linge <ken@vtbondagency.org>
Sent: Thursday, March 6, 2025 10:45 AM
To: Georgia Treasurer
Cc: Michael Gaughan; Vallera, Melissa T; charles.goodmundson@usbank.com
Subject: 2025-1 Notice of Closing
Attachments: Georgia Notice of Closing 2025-1.pdf

Hi Lori,

I'm happy to report that we closed on the 2025 series 1 bonds today, and your project funds are now available!

Please see the attached Notice of Closing, which contains important information and forms for requisitioning, investing, reporting, repayment, etc.

One thing worth highlighting is that unless you are going to requisition all the funds immediately, you probably want to complete the authorized representative form and the investment authorization letter ASAP so that your project funds can start earning interest. As described in the notice, those forms should be sent to Melissa Vallera at US Bank at Melissa.Vallera@USBank.com (copied). She can also be reached at 860-241-6835 if you have any questions about how to complete them.

If you have any general questions, please don't hesitate to reach out to me anytime. And if you'd like to set up a meeting with me, let me know a few times that'd work for you in the next couple weeks, and I'll try to accommodate.

Best,
Ken

Ken Linge
Loan Officer
Vermont Bond Bank
Vermont Educational and Health Buildings Financing Agency

100 Bank Street, Suite 401
Burlington, VT 05401

802-861-0074

vtbondbank.org
vehbfa.org



Vermont Bond Bank

Section 6. Item #B.

BOARD OF DIRECTORS

Deborah Winters, Chair
Mary Alice McKenzie, Director
John McSoley, Director
Mark Foley, Director

Ex-Officio Member

Mike Pieciak, State Treasurer

ADMINISTRATION

Michael Gaughan
Executive Director &
Secretary

March 6, 2025

2025-1 Winter Loan Pool Borrower

Re: Bond and Loan Closings

Dear Borrower:

The Vermont Bond Bank closed the 2025 Series 1 bonds on March 6, 2025. Proceeds for each loan are released into each borrower account held with the Disbursement Agent (U.S. Bank) at closing.

The following pages will provide further information on the following topics:

1. Authorized Representatives for interaction with Disbursement Agent
2. Requisition process
3. Investing loan proceeds
4. Post-closing responsibilities
5. Repayment schedule— will also be available on the website at <https://vtbondbank.org/loan-search>

Some forms discussed in this notice are available on the Bond Bank's website at <https://vtbondbank.org/borrowers>.

Thank you for participating in the Bond Bank's Pooled Loan Program. We are always available to answer more specific questions or provide clarification on any of the enclosed information.

Sincerely,

Michael Gaughan
Executive Director

Cc: Melissa Vallera, U.S. Bank
Charles Goodmundson, U.S. Bank

AUTHORIZED REPRESENTATIVES FOR INTERACTION WITH DISBURSEMENT AGENT

In its role as Disbursement Agent, U.S. Bank will need to verify who is able to interact with each borrower account. Authorized Representatives are verified via the form on the following page.

Please use this form to designate which official(s) may authorize investment decisions and disbursements from your loan proceeds account.

This form will need to be filed with U.S. Bank via the contact shown below.

Melissa Vallera
860-241-6835
Melissa.Vallera@USBank.com

AUTHORIZED SIGNER(S) CERTIFICATE

I, _____ of _____
a Vermont _____, do hereby certify that the following has/have been appointed
as (an) Authorized Signer(s), at the date hereof, and are authorized to act on behalf of the above Institution
in matters relating to all current and future outstanding Vermont Bond Bank loans held by US Bank.

I also certify that the signatures opposite their names are the signatures of such individuals.

Name (First, middle [as applicable], last)	Title (list multiple titles if applicable)	Contact Information (phone and email)	Specimen Signature

Call Back Designee(s) Only, if applicable (To be called first for any required payment instruction verification):

Name (First, middle [as applicable], last)	Title (list multiple titles if applicable)	Contact Information (phone and email)

Witness my signature on this _____ day of _____.

(Signature of Authorizing Person)

(Note: If there are multiple individuals identified as Authorized Signers, one of those same individuals may execute the form as the “Authorizing Person”. If there is a single individual named as an Authorized Signer, the “Authorizing Person” must be an individual that is not the named Authorized Signer.)

BANK USE ONLY	
Notification Type:	☐ Origination / Onboarding ☐ Certificate Update
Name and Phone Number used for Call Back:	Name: _____ Phone Number: _____
Source of On File Phone Number used:	Source: _____
Date and Time Call Back Completed:	Date: _____ Time: _____
Name of Employee Receiving Request:	Name: _____
Name of Employee Completing Call Back: (other than recipient of request)	Name: _____

REQUISITION PROCESS

Borrowers may gain access to your loan proceeds by filing a Vermont Bond Bank Loan Requisition Form with the Disbursement Agent. The Requisition form can be downloaded from the "Borrowers" section of the Bond Bank website (<https://vtbondbank.org/borrowers>).

Please be sure to include copies of all invoices for which you are requesting reimbursement when submitting a Requisition. The Disbursement Agent will mail a check unless wire instructions are provided.

An in-house expense tracking report may substitute for the Expense Payment Summary on page 3 of the Requisition Form.

Requisition Forms should be filed with Charles Goodmundson at U.S. Bank.

Charles Goodmundson
651-466-6235
Charles.Goodmundson@USBank.com

The Requisition Form can be filed as either an advance or a reimbursement. If as an advance, the Disbursement Agent will still need copies of unpaid invoices or other documents supporting the advance request. Please file advances separately from reimbursements

Loan proceeds that will be applied to the payoff of a Bond Anticipation Note ("BAN") or other interim finance also require use of the Requisition Form. The BAN lender can provide wiring instructions and payoff amount for the date of the payment.

Requisitions may be filed electronically or by mail. Once received, the Disbursement Agent processes requisitions in a timely manner. Barring extraordinary events, a one-day turnaround is the expected timeline for receipt of funds.

Completed electronic requests that include required signatures are the fastest way to receive funds.

Vermont Bond Bank Loan Requisition Form

Requisition and Certificate for Payment:

Name of Governmental Unit

Bond Series Number:

Requisition Number:

Requisition Amount: \$

Requisitioned Items:

Attached is a list of certain obligations totaling \$ requisitioned for reimbursement and/or advance from the Paying Agent. Copies of invoices and other disbursement documentation are attached hereto.

Representations:

The terms used herein shall have the same meaning ascribed to them in the Loan Agreement and in the Paying Agent Agreement.

In making this request for disbursement, the Governmental Unit hereby certifies that:

- (i) After giving effect to the payment of this Requisition, the use of all funds disbursed from the Municipal Bond proceeds complies with the limitations, representations and covenants in its Tax Certificate executed incident to the delivery of the Municipal Bond;
- (ii) Such payment or reimbursement are of Project Costs and the obligations have not been the basis for a prior requisition which have been paid;
- (iii) No event of default and no event or condition which, after notice or lapse of time or both, would become an event of default under the Loan Agreement exists and the representations and warranties of the Municipality contained in the Loan Agreement are true and correct as of the date of this Requisition;
- (iv) The payment or reimbursement requested by this Requisition is due for work actually performed or materials or property actually supplied to the Project prior to the date of this Requisition, or for deposits on equipment not yet supplied to the Project;
- (v) All contractors, subcontractors and suppliers of materials, property or labor for the Project have been paid for their share of work, materials or property through the date of any prior Requisition;
- (vi) The payment or reimbursement requested by this Requisition will be disbursed in payment of, or is reimbursement for the Municipality's prior payment of, work performed or completed on, or materials or property supplied for the Project by the contractors, subcontractors or suppliers listed in this Requisition;
- (vii) All amounts previously requisitioned and disbursed from the Municipal Bond proceeds for payment of contractors, subcontractors and suppliers of materials and labor have been so applied; and
- (viii) All work and all materials, equipment or other property included in this Requisition have been performed or supplied in accordance with the Terms of the Loan Agreement.

Governmental Unit:

Signature:

Date:

Title:

Name, phone, and email for follow up:

Name of Governmental Unit (GU):

Bond Series Number:

Requisition for Reimbursement and/or Advance

Requisition Number:

Payment Request:

Summary Page Number	Summary Page Total
1	
Total Payment Request	\$0.00

Please pay vendors using the wiring instructions included on their invoice.

If payment by wire, instructions for the Paying Agent:

ABA Number: _____

Bank Name: _____

Account Number: _____

Name of Account: _____

INVESTING LOAN PROCEEDS

Borrowers have two primary choices for how to invest loan proceeds held by the Disbursement Agent.

1. Loan proceeds may be invested in an “AAA” rated government money market fund by completing the Authorization Letter on the following page. Funds will be “swept out” into the First American Government Obligation money market account, which consists of U.S. Government and Agency securities. Contact US Bank for more information.
2. The second option is to invest your loan proceeds in “AAA” rated investments that match when funds will be needed for draws. These investments have a longer time horizon than money market funds.

This investment strategy works best for a large-scale project that will take many months or years to complete. The investment ladder must be carefully developed to match anticipated project payments.

Borrowers are not limited to just one investment option and may choose one or both of the above options simultaneously. In all cases, follow-up completed Authorization letters and questions should be directed to the U.S. Bank representative listed below.

Melissa Vallera
860-241-6835
Melissa.Vallera@USBank.com

FIRST AMERICAN FUNDS: AUTOMATIC MONEY MARKET INVESTMENTS
INVESTMENT AUTHORIZATION LETTER

Based upon client's prior review of investment alternatives, in the absence of further specific written direction to the contrary, U.S. Bank National Association, U.S. Bank Trust Company, National Association or U.S. Bank Trust National Association (as applicable, the "Bank") is hereby directed to invest and reinvest proceeds and other available moneys in the following fund as permitted by the operative documents:

First American Government Obligations Fund Class X Shares
CUSIP: 31846V336, Ticker: FGXXX

PLEASE REFER TO THE PROSPECTUS OF FIRST AMERICAN FUNDS TRUST WHICH YOU HEREBY ACKNOWLEDGE HAS PREVIOUSLY BEEN PROVIDED. NOTE THAT THE ABOVE FUNDS' INVESTMENT ADVISOR, CUSTODIAN, DISTRIBUTOR AND OTHER SERVICE PROVIDERS AS DISCLOSED IN THE FUNDS PROSPECTUS ARE U.S. BANK NATIONAL ASSOCIATION AND AFFILIATES THEREOF. THE BANK DOES NOT HAVE A DUTY NOR WILL IT UNDERTAKE ANY DUTY TO PROVIDE INVESTMENT ADVICE TO YOU. THE BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR. **FOR INFORMATION ABOUT OTHER AVAILABLE SWEEP OPTIONS, CONTACT YOUR ACCOUNT MANAGER.**

The Bank will not vote proxies for the First American Funds. Proxies will be mailed to you for voting.

SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION

The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless you indicate your objection below, we will provide the obligatory information to the registrant upon request. Your objection will apply to all securities held for you in the account now and in the future unless you notify us in writing.

_____ I object to the Bank providing my name, address, and securities positions to requesting issuers.
(Initial, check, or place an X on the [blank] to indicate your objection)

Acknowledgments. Client Acknowledges that:

1.1. Shares of Mutual Funds are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporations, the Federal Reserve Board, or any other government agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.

1.2. Same-day Settlement. If the Bank receives a direction to purchase or redeem Sweep Vehicle shares by the fund's established Bank cut-off time (the "Internal Trading Cut-off"), then such entity will settle the purchase or redemption on the same business day, subject to the Sweep Vehicle's cut-off and policy for determining when a purchase or redemption order is considered to be received. Meeting the Internal Trading Cut-off does not guarantee same-business-day settlement.

1.3. Advance of Funds. If the Bank receives a direction to redeem Sweep Vehicle shares (the "Redemption Direction") and to disburse or invest the proceeds thereof before the redeemed shares settle (the "Proceeds Direction"), then they have the power to (i) determine the dollar amount of anticipated proceeds based on the net asset value ("NAV") most recently determined (ii) advance funds in that dollar amount in furtherance of settling the redemption and, as applicable, the purchase; (iii) determine the number of shares redeemed based on the NAV at settlement; and (iv) as part of the Bank's compensation for servicing the Account, retain the yield paid on Sweep Vehicle shares that were treated as redeemed. The Bank reserves the right not to advance funds, including where the Sweep Vehicle has a floating NAV and the dollar amount of the Proceeds Direction is at least 99% of the dollar value of all Sweep Vehicle shares in the Account based on the NAV most recently determined.

FIRST AMERICAN FUNDS: AUTOMATIC MONEY MARKET INVESTMENTS

INVESTMENT AUTHORIZATION LETTER

1.4. Fund-level Fees. The Bank, U.S. Bancorp Asset Management, Inc. (“USBAM”), U.S. Bancorp Fund Services, LLC, (“USBFS”) and Quasar Distributors, LLC (“Quasar”) are affiliates of U.S. Bancorp (collectively with U.S. Bancorp, “U.S. Bank”). USBAM is the investment advisor to the Mutual Funds in the First American Funds Trust family (the “First American Funds”). U.S. Bank may enter into agreements with First American Funds, other Mutual Funds, or any Mutual Funds’ service providers (including investment advisers, administrators, transfer agents, or distributors) whereby U.S. Bank provides services to Mutual Funds, including, as applicable, services provided by USBAM (investment advisory, shareholder services), by the Bank (custody, securities-lending, shareholder services, National Securities Clearing Corporation (NSCC) networking), by USBFS (accounting, administration, transfer agency, sub-transfer agency), and by Quasar (distribution, principal underwriting) and receives fees for these services. The fees received by Quasar may include distribution and service fees paid under a plan of distribution adopted pursuant to Rule 12b-1 under the Investment Company Act of 1940. The fees may be received from the Mutual Fund or its investment advisor, administrator, transfer agent, distributor, or other agent; are based on investment in a Mutual Fund, may vary by Mutual Fund and by class of shares issued by the Mutual Fund, are charged against the Mutual Fund’s assets, and reduce the Mutual Fund’s average daily balance and investment yields. From time to time, a Mutual Fund’s service provider may voluntarily waive a portion of the fees it is entitled to receive for serving the Mutual Fund. If a waiver is in effect, then the Client’s approval of the fees described herein includes approval up to the Sweep Vehicle’s total annual operating expenses before waivers; if the service provider terminates the waiver as provided in the Sweep Vehicle’s prospectus, the approval persists.

1.5. Directed Account. The Bank (i) has no discretion to invest Account assets (such as discretion to select the Sweep Vehicle; determine whether, or what amount of, Account assets will be used to purchase a position in the Sweep Vehicle; or redeem Sweep Vehicle shares) and (ii) does not render investment advice with respect to Account assets. Nor will the Bank’s power to advance funds in furtherance of settlement, whether exercised or not, be deemed to be such discretion or advice.

1.6. Revocation. The Client acknowledges that as part of its account administration fee package, it has directed investment in a money market fund that has several share classes charging different fees. If client chooses to direct investment in a different class of the fund (or any other sweep investment), client agrees to renegotiate its account administration fee package in good faith.

2. Representations and Warranties. The Client represents and warrants that (i) the Client is independent of the Bank; has discretionary authority to select the investments and approve the fees described herein for the Account; received, read, and understood the Sweep Vehicle’s prospectus and fund fact-sheet, including the sections thereof describing fees, gates, expenses, cut-offs, and compensation, before Account assets were first invested in the Sweep Vehicle; and understands and approves the services and fees described herein; (ii) if the Account assets are subject to the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”), then the Client is a trustee under ERISA §403(a) with respect to the assets, a “named fiduciary” with respect to the plan within the meaning of ERISA §402(a), or an “investment manager” within the meaning of ERISA §3(38) with respect to the assets that has been delegated the authority to manage, acquire, and dispose of such assets pursuant to ERISA §402(c)(3); and (iii) the foregoing designation, direction, acknowledgments, representations and warranties are made according to the Account’s governing service agreement and are not contrary to applicable law.

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise designated.

Title

Date

POST-CLOSING RESPONSIBILITIES

Borrowers have several documents that will need to be filed with the Bond Bank and the Disbursement Agent in the months and years following closing.

- **One Time** - Certificate of Project Completion form at the time of substantial completion of the project. The Completion form can be found in the “Borrower Reporting” section of the VBB website: <https://vtbondbank.org/borrower-reporting>
 - This form should be signed by the borrower’s governing board and distributed to:

Upload via the website portal (preferred)
<https://vtbondbank.org/borrower-reporting>
or emailed to Vermont Bond Bank
ken@vtbondagency.org

Melissa Vallera
U.S. Bank
Melissa.Vallera@USBank.com
- **On-going** – Annually and until the loan is repaid in full, the “project manager” must complete the Post-Issuance Tax Compliance Certificate.
 - The Certificate is a checklist of items that is used to help the project manager understand the borrower’s ongoing compliance responsibilities while the loan is outstanding. This form is required as part of the Loan Agreement.
 - The PIC certification can be found in the “Borrower Reporting” section of the VBB website: <https://vtbondbank.org/borrower-reporting>
- **On-going** – Annually and until the loan is repaid in full, provide the Bond Bank with completed financial statements at the completion of the borrower’s fiscal year. The annual audit can be uploaded at the “Borrower Reporting” section of the VBB website: <https://vtbondbank.org/borrower-reporting>

REPAYMENT SCHEDULE

BOND DEBT SERVICE					
Vermont Bond Bank					
Town of Georgia (268)					
FINAL					
New Money Loans: Supplemental Coupon = 0.30%					
		Dated Date	03/06/2025		
		Delivery Date	03/06/2025		
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2025			14,715.63	14,715.63	
11/01/2025			31,162.50	31,162.50	45,878.13
05/01/2026			31,162.50	31,162.50	
11/01/2026	75,000	4.155%	31,162.50	106,162.50	137,325.00
05/01/2027			29,604.38	29,604.38	
11/01/2027	75,000	4.155%	29,604.38	104,604.38	134,208.76
05/01/2028			28,046.25	28,046.25	
11/01/2028	75,000	4.155%	28,046.25	103,046.25	131,092.50
05/01/2029			26,488.13	26,488.13	
11/01/2029	75,000	4.155%	26,488.13	101,488.13	127,976.26
05/01/2030			24,930.00	24,930.00	
11/01/2030	75,000	4.155%	24,930.00	99,930.00	124,860.00
05/01/2031			23,371.88	23,371.88	
11/01/2031	75,000	4.155%	23,371.88	98,371.88	121,743.76
05/01/2032			21,813.75	21,813.75	
11/01/2032	75,000	4.155%	21,813.75	96,813.75	118,627.50
05/01/2033			20,255.63	20,255.63	
11/01/2033	75,000	4.155%	20,255.63	95,255.63	115,511.26
05/01/2034			18,697.50	18,697.50	
11/01/2034	75,000	4.155%	18,697.50	93,697.50	112,395.00
05/01/2035			17,139.38	17,139.38	
11/01/2035	75,000	4.155%	17,139.38	92,139.38	109,278.76
05/01/2036			15,581.25	15,581.25	
11/01/2036	75,000	4.155%	15,581.25	90,581.25	106,162.50
05/01/2037			14,023.13	14,023.13	
11/01/2037	75,000	4.155%	14,023.13	89,023.13	103,046.26
05/01/2038			12,465.00	12,465.00	
11/01/2038	75,000	4.155%	12,465.00	87,465.00	99,930.00
05/01/2039			10,906.88	10,906.88	
11/01/2039	75,000	4.155%	10,906.88	85,906.88	96,813.76
05/01/2040			9,348.75	9,348.75	
11/01/2040	75,000	4.155%	9,348.75	84,348.75	93,697.50
05/01/2041			7,790.63	7,790.63	
11/01/2041	75,000	4.155%	7,790.63	82,790.63	90,581.26
05/01/2042			6,232.50	6,232.50	
11/01/2042	75,000	4.155%	6,232.50	81,232.50	87,465.00
05/01/2043			4,674.38	4,674.38	
11/01/2043	75,000	4.155%	4,674.38	79,674.38	84,348.76
05/01/2044			3,116.25	3,116.25	
11/01/2044	75,000	4.155%	3,116.25	78,116.25	81,232.50
05/01/2045			1,558.13	1,558.13	
11/01/2045	75,000	4.155%	1,558.13	76,558.13	78,116.26
	1,500,000		700,290.73	2,200,290.73	2,200,290.73

EFFECTIVE DATE.

This policy as amended shall become effective immediately upon its adoption by the Town of Georgia Selectboard.

Signatures:

Selectboard-Chair : _____ Selectboard Member: _____

Selectboard Member: _____ Selectboard Member: _____

Selectboard Member: _____

Date of Revision: February 24, 2025

Adoption History

1. Agenda item at regular Town of Georgia Selectboard meeting held on February 24, 2025.
2. Read and approved at regular/special Town of Georgia Selectboard meeting on February 24, 2025 and entered in the minutes of that meeting which were approved on _____.
3. Posted in public places on March 5, 2025.



TOWN OF GEORGIA

MUNICIPAL COMPLAINT FORM

The Town of Georgia has authority to accept, review, investigate, and track complaints regarding alleged violations of the Vermont

Municipal Code of Ethics. 3 V.S.A. § 1223(b). Complaints alleging violations of Town of Georgia Conflict of Interest & Ethics Policy Approved on February 24, 2025 can also be filed using

this form. <https://ethicscommission.vermont.gov/file-complaint>

Anonymous complaints are not accepted.

Your Contact Information

Type or print clearly

Your name:

Address:

City/Town:

State: Zip: Email:

Telephone(s):

Attach additional pages as necessary.

1. Who is this complaint against? Include their name, job title or position, and municipality. Please file a separate complaint form for each person you are complaining against.

2. Date(s) of the alleged violation(s):

3. How has this person violated the provisions of the statewide Municipal Code of Ethics or Town of Georgia ethics policies? Be specific and provide as much detail as possible. Attach any documentation that supports your claim.

4. Please indicate which provision(s) of the Municipal Code of Ethics or Town of Georgia policies you believe have been violated.

5. Provide the names and contact information for anyone else who may have information regarding this complaint.

6. Has the conduct you describe above been the subject of a prior complaint? If yes, please explain.

7. Is there anything else the investigating authority for the Town of Georgia should know about this complaint?

Attach additional pages as necessary

I certify that the information provided in this complaint is true, correct, complete, and of my own personal knowledge. I will fully cooperate in the process regarding this complaint.

_____ Date: _____

(Signature – must be hand signed)

Submit to: administrator@townofgeorgia.com. Enter “Ethics Complaint” in the subject line.

If you wish to submit your complaint by regular mail, please send to:

**Town Administrator
Town of Georgia
47 Town Common Road, North
St. Albans, VT 05478
(802) 524-3524 for questions**



VT Code of Ethics: Identifying Conflicts of Interest

The Code of Ethics prohibits conflicts of interest and the appearance of conflict of interest

Do I have a conflict of interest or the appearance of one?

A conflict of interest exists if you have a direct or indirect interest in a matter you have influence or control over at work.

OR

A member of your immediate family or household, or a business associate of yours, has an interest in a matter you have interest or control over at work.

Ask Yourself:

Do I have any influence or control over the matter?

No?



No Conflict

Yes, and

Could I (or a family member, etc..) potentially benefit or lose from the outcome of the matter?

No?



No Conflict

Yes, and

Would the benefit or loss be more than the general public (or the average person who would benefit or lose)?

No?



No Conflict

Yes, and

Is the benefit or loss more than just “de minimis”?

No?



No Conflict

Yes?

You have a conflict

Or

Would a reasonable, average person with knowledge of all relevant facts think you have a conflict of interest?

No?



No Appearance of a Conflict

Yes?

You have the appearance of a conflict

I have a conflict of interest or the appearance of one. What should I do?



RECUSE YOURSELF FROM THE MATTER

RECUSAL MEANS: Remove yourself completely from the matter. Do not participate in it anymore. Do not direct or ask anyone to participate on your behalf.



How do I recuse myself ?

You must inform others you are recusing yourself due to a conflict of interest or the appearance of one. You cannot “sit this one out” without telling people why.

Check to see if your State agency or entity has a recusal protocol. If so, follow it.

No State agency or State entity recusal protocol?

Disclose the conflict to your supervisor and ask to be removed from the matter.

No supervisor?

If you are on a board or commission, disclose the conflict to the other members.
Not sure who to inform? Reach out to the Ethics Commission for advice.

What if I think I can be impartial, and I don’t want to recuse myself?

- ① You must disclose the conflict – **in writing** – including:
- (1) the matter in question;
 - (2) the nature of the conflict;
 - (3) why you think there is “good cause” for you to continue in spite of the conflict.
 - (4) the disclosure must be written clearly, so the public can understand.

- ② File your written disclosure according to your agency’s protocols.
- ③ Need a conflict of interest disclosure form? Use the Ethics Commission [form](#), available on our [website](#).

Not sure what to do?
CONTACT THE ETHICS COMMISSION FOR ADVICE

Vermont State Ethics Commission
6 Baldwin St.
Montpelier, VT 05633-7950
802-828-7187
ethicscommission@vermont.gov
<https://ethicscommission.vermont.gov/>



Conflict of Interest FAQs

Q: Who is included in my "immediate family"?

A: "Immediate family" means your spouse or civil union partner, parent, sibling, child, or in-law, including a parent, sibling, or child of a spouse or civil union partner. If one of these people has an interest in a matter, it means you have conflict of interest.

Q: I don't think I have a conflict, even though others say it might look like I have one. How do I know if I have the appearance of a conflict of interest or not?

A: A conflict exists if a "reasonable person" with knowledge of the relevant facts would consider the situation a conflict.

Q: I have a conflict. Can I just assign the matter to someone who reports to me?

A: Subordinates typically have an incentive to keep the boss happy, so the best course of action is to assign the matter to someone outside of your chain of command. If this is not possible, you must fully recuse yourself from the matter. Continuing to involve yourself in the matter in any way could be construed as directing unethical conduct.

Q: I have a conflict and the Code of Ethics says I need to recuse myself publicly. What steps should I take?

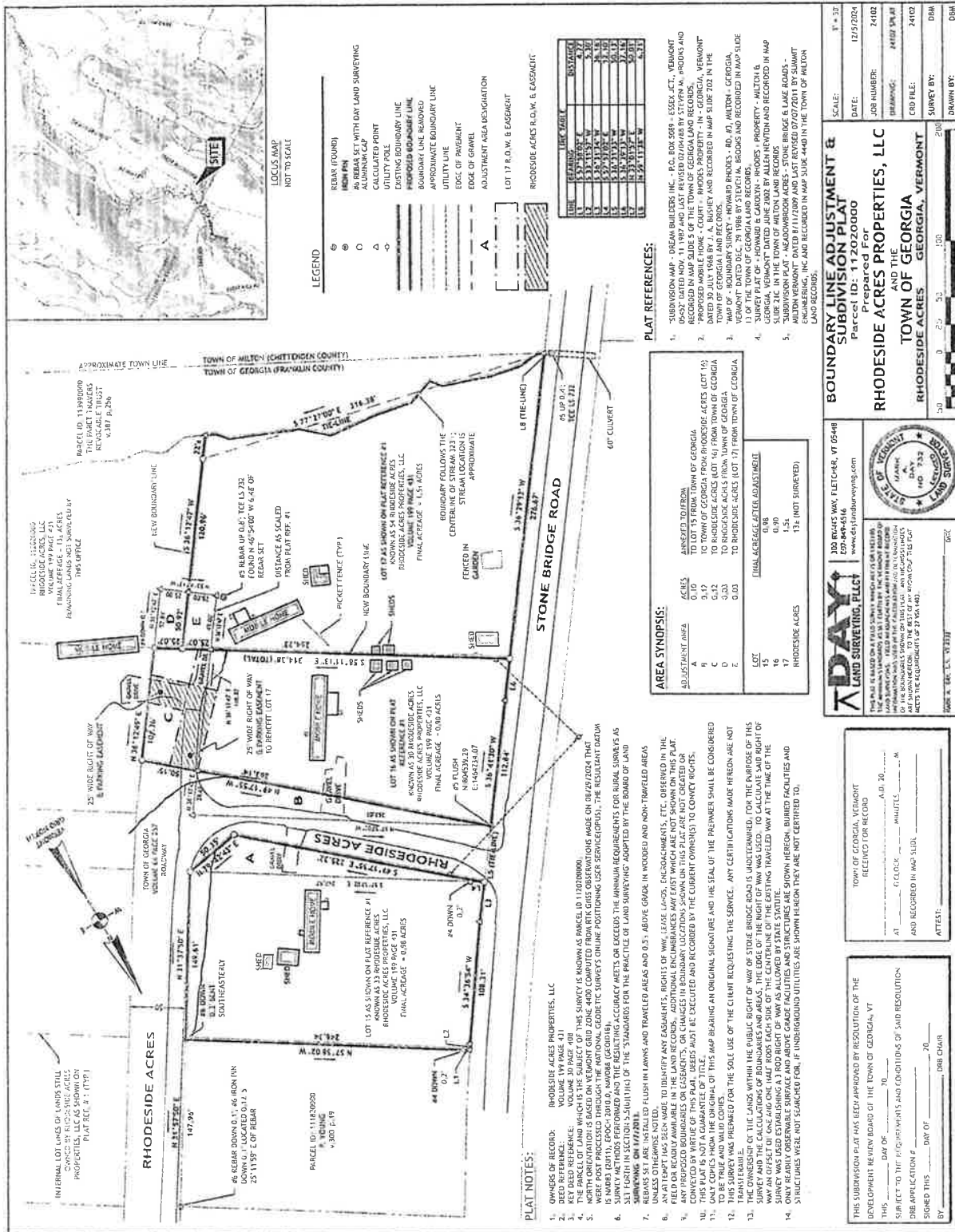
A: Typically, you would inform your supervisor of the conflict, and that you need to recuse yourself. If you are a member of a board or commission, you should disclose the conflict to the other members, and inform them of your recusal.

Q: I may have a conflict of interest, but I still think that I can be impartial. What do I need to do?

A: You must disclose the conflict in writing and explain why you are not recusing yourself. Your agency may have a specific form for this disclosure. If not, the Ethics Commission has a form you can use. If you decide to prepare your own statement, it must include: (1) the matter in question; (2) the nature of the conflict; (3) why you think there is "good cause" for you to continue in spite of the conflict. The disclosure must be written clearly, so the public can understand. It must be filed according to your agency's policy.

Q: How can I find help in identifying potential conflicts of interest?

A: Contact the Vermont Ethics Commission for advice: 6 Baldwin St., Montpelier, VT 05633-7950. 802-828-7187. ethicscommission@vermont.gov.



EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that RHODESIDE ACRES PROPERTIES, LLC, a Vermont limited liability company, with principal place of business in the Town of Georgia, County of Franklin and State of Vermont, Grantor, in the consideration of One Dollar, and other valuable consideration, the receipt and satisfaction of which are hereby acknowledged to it paid by TOWN OF GEORGIA, a Vermont municipal corporation, in the Town of Georgia, County of Franklin and State of Vermont Grantee, does hereby GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, TOWN OF GEORGIA, its successors and assigns forever, an easement and right of way for public roadway purposes to the Grantee, TOWN OF GEORGIA, in the Town of Georgia in the County of Franklin and State of Vermont, described as follows:

Being an easement and right of way over a triangular-shaped parcel of land and forming a part of Rhodeside Acres roadway, a public highway.

The area of the easement and right of way conveyed herein is depicted on a plat of land identified as "SUBDIVISION PLAT Parcel ID: 112 02 0000 Prepared for Rhodeside Acres Properties, LLC, Rhodeside Acres, Georgia, Vermont dated December 5, 2024, last revised January 14, 2025 and prepared by Day Land Surveying, PLLC, which plat appears of record at Map Slide ____ of the Town of Georgia Land Records.

The easement at right of way conveyed herein is shown on the above referenced plat as "Proposed Right of Way to the Town of Georgia for Highway Purposes."

The easement and right of way conveyed herein crosses a portion of Lot 16 as shown on the above referenced plat. Lot 16 is a portion of the land and premises conveyed to Rhodeside Acres Properties, LLC by Warranty Deed of Dream Builders, Inc. and of record in Volume 199, Page 431 of the Town of Georgia Land Records.

Reference is hereby made to said plat and deed and to the records and references therein referred to all in aid of this description.

TO HAVE AND TO HOLD the above granted rights and privileges in, upon and over said premises unto Grantee, TOWN OF GEORGIA, its successors and assigns forever, and the Grantor, RHODESIDE ACRES PROPERTIES, LLC, for itself and its successors and assigns, does covenant with Grantee, TOWN OF GEORGIA, its successors and assigns forever, that the Grantor, RHODESIDE ACRES PROPERTIES, LLC, is lawfully seized in fee simple of the aforesaid premises, that they are free from all encumbrances, that the Grantor, RHODESIDE ACRES PROPERTIES, LLC, has good right and title to sell and convey the rights as aforesaid and that the Grantor, RHODESIDE ACRES PROPERTIES, LLC and its successors and assigns, shall Warrant and Defend the same to Grantee, TOWN OF GEORGIA, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, it hereunto sets its hand and seal this ____ day of February, 2025.

IN PRESENCE OF: RHODESIDE ACRES PROPERTIES, LLC

_____ Witness	_____ Brian K. Morgan, Duly Authorized Agent, Rhodeside Acres Properties, LLC	_____ L.S.
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**STATE OF VERMONT
FRANKLIN COUNTY, SS.**

At Georgia, this ____ day of February, A.D. 2025, BRIAN K. MORGAN, Duly Authorized Agent of RHODESIDE ACRES PROPERTIES, LLC, personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of RHODESIDE ACRES PROPERTIES, LLC.

Before me: _____
Notary Public: Daniel S. Triggs, Esq.
My Commission Expires: 01-31-2027
My Commission No.: 157.0007896

ADVERTISEMENT FOR BIDS
TOWN OF GEORGIA
ARROW HEAD LAKE ROAD
BRIDGE 10 (HIGHBRIDGE) REPAIRS

General Notice

The **Town of Georgia** (Owner) is requesting Bids for the construction of the following Project:

Bridge 10 (Highbridge) Repairs

Bids for the construction of the Project will be received until **March 24, 2025 at 4:00 p.m.** at the Town Office (47 Town Common Road No, St. Albans, VT 05478). The bids will be opened and reviewed by the Selectboard at their 6:00 p.m. meeting on March 24, 2025.

The Project includes the following Work:

Bridge 10 Repairs on Arrow Head Lake Road, including concrete work, roadway approaches, guardrail, epoxy overlay and associated roadway/bridge improvements.

The Project has a contractual duration (final completion) of **60** days. Engineers construction cost estimate range is \$200,000 to \$300,000.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

East Engineering, PLC
Richmond, Vermont

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying \$100 for each set (non-refundable). PDF sets of the Bidding Documents are available free of charge.

Pre-bid Conference (Mandatory)

A mandatory pre-bid conference will be held at 9:00 a.m. on March 14, 2025 at the project site on Arrow Head Lake Road, at the Route 104A intersection (44.679425, -73.081893).

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Town of Georgia**
Engineer: **East Engineering, PLC**

TOWN OF GEORGIA

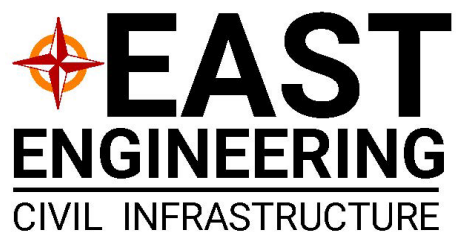
ARROW HEAD LAKE ROAD
BRIDGE 10 REPAIRS

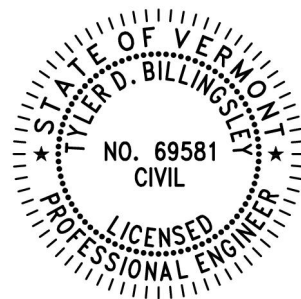
CONTRACT DOCUMENTS

MARCH 2025

ISSUED FOR: BID & CONSTRUCTION

PREPARED BY:





CONTRACT DOCUMENTS – TABLE OF CONTENTS

Town of Georgia
Arrow Head Lake Road
Bridge 10 Repairs

ITEM	SECTION
<u>Front End Documents</u>	
Advertisement to Bid	EJCDC C-111
Instructions to Bidders	EJCDC C-200
Bid Form	EJCDC C-410
Bid Bond	EJCDC C-430
Construction Agreement	EJCDC C-522
Measurement and Payment Term	MP1 to MP2
Performance Bond	EJCDC C-610
Payment Bond	EJCDC C-615
Substantial Completion	EJCDC C-625
<u>Technical Specifications</u>	
General Requirements	01
Epoxy Overlay	Section 1046
VTrans Standard Specifications for Construction 2024 (Under Separate Cover)	
<u>Permits</u>	
None.	
<u>Drawings (Under separate cover)</u>	
East Engineering plans: G-1.0, C-1.0, stamped “ISSUED FOR BID & CONSTRUCTION”, dated January 17, 2025. VTrans Structural Details SD-516.11a, b. VTrans 1985 Plans Sheets 22, 25.	

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ADVERTISEMENT FOR BIDS
TOWN OF GEORGIA
ARROW HEAD LAKE ROAD
BRIDGE 10 (HIGHBRIDGE) REPAIRS

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Richmond, Vermont

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying \$100 for each set (non-refundable). PDF sets of the Bidding Documents are available free of charge.

Pre-bid Conference (Mandatory)

A mandatory pre-bid conference will be held at 9:00 a.m. on March 14, 2025 at the project site on Arrow Head Lake Road, at the Route 104A intersection (44.679425, -73.081893).

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Town of Georgia**
Engineer: **East Engineering, PLC**

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—BIDDING DOCUMENTS

- 1.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 1.02 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 1.03 *Electronic Documents*
 - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents.
 - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
 - C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 1. Electronic Documents that are available in native file format include:
 - a. **AutoCAD Engineering Plans**
 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.

ARTICLE 2—QUALIFICATIONS OF BIDDERS

- 2.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **10** days of Owner's request, Bidder may be required to submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

- C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 2.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 2.03 No requirement in this Article 2 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 3—PRE-BID CONFERENCE (MANDATORY)

- 3.01 A mandatory pre-bid conference will be held at the date/time/location noted on the Advertisement for Bids. Contractors who submit bids that did not attend this Pre-bid conference will not be considered.

ARTICLE 4—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be legally obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
 - 1. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, as determined by the Owner, Engineer, and both private/public infrastructure owners. Boring logs are included for Contractor Reference.
 - 2. *Hazardous Environmental Conditions:* Unknown.

ARTICLE 5—INTERPRETATIONS AND ADDENDA

- 5.01 Owner may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 5.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 5.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date/time for opening of Bids may not be answered.
- 5.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 6—BID SECURITY

- 6.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's total bid price in the form of a Bid bond issued by a surety. A certified or company check is an acceptable alternative to a bid bond.
- 6.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 6.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 30 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 6.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 7—CONTRACT TIMES

- 7.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment are to be achieved, are set forth in the Agreement.
- 7.02 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 8—SUBSTITUTE AND "OR EQUAL" ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 8.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 9—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within five days after Bid opening.
- 9.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 9.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance.

ARTICLE 10—PREPARATION OF BID

- 10.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- 10.02 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature). The corporate address and state of incorporation must be shown.
- 10.03 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership must be shown.
- 10.04 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person. The state of formation of the firm and the official address of the firm must be shown.
- 10.05 A Bid by an individual must show the Bidder’s name and official address.
- 10.06 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 10.07 All names must be printed in ink below the signatures.
- 10.08 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

ARTICLE 11—BASIS OF BID**11.01 Lump Sum**

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

11.02 Unit Price

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 12—SUBMITTAL OF BID

- 12.01 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked envelope with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement. It is the Contractor’s sole responsibility to ensure that the delivery was successfully received by the Owner prior to the date and time that bids are due.

- A. Bids may not be submitted any earlier than three days prior to the due date and time indicated.

- 12.02 Emailed bids are not acceptable.

- 12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 13—MODIFICATION AND WITHDRAWAL OF BID

- 13.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted

prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 14—OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. A tabulation of the Bids will be made available to Bidders after the opening of Bids.

ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 16—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 16.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities, in their sole opinion.
- 16.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 16.03 If Owner awards the contract for the Work, such award will be to a responsible Bidder submitting a responsive Bid. Price will also be considered, however, the Owner reserves the right to award the project to the Contractor they believe, in their sole opinion, will be in the best interest of the Project (not necessarily the lowest bid).
- 16.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for

those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 16.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 17—BONDS AND INSURANCE

- 17.01 Payment and Performance Bonds (100% of Contract Value), if included in the contract documents, are required by only the selected Contractor.

- 17.02 Insurance requirements are noted in subsequent sections of the bidding documents.

ARTICLE 18—SIGNING OF AGREEMENT

- 18.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder.

ARTICLE 19—SALES AND USE TAXES

- 19.01 Owner is exempt from **Vermont** state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. shall be provided to the selected Contractor). Said taxes must not be included in the Bid.

END OF C-200

BID FORM FOR CONSTRUCTION CONTRACT

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Georgia**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

Item No. (VTrans)	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.0	Bridge 10 Repairs				
1.1	General Conditions and Mob./Demob	LS	1		
1.2	Cast-in-Place Concrete (Backwall)	CY	10		
1.3	Expansion Joint	LS	1		
1.4	Approach Excavation/Backfill	CY	100		
1.5	Approach Type 3 Paving	TN	40		
1.6	Epoxy Overlay	SY	1,000		
1.7	Remove and Replace Approach Rail	LF	100		
1.8	Associated Roadway/Bridge Work Directed by Engineer or Town	T&M	1	\$10,000.00	\$10,000.00
Total of All Bid Items (1.1 to 1.8)					\$

- B. Bidder acknowledges that:
- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

- 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents, and
- 3. Any unbalanced unit pricing, or “pennied” items, will be honored by the Contractor, regardless of the final quantity constructed as part of the project.

ARTICLE 4—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 5—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

5.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents on (a) the cost,

progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name :

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

BID BOND

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Georgia Address <i>(principal place of business)</i> :	Bid Project <i>(name and location)</i> : Bridge 10 Repairs Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
By: (Signature)	By: (Signature) (Attach Power of Attorney)
Name: (Printed or typed)	Name: (Printed or typed)
Title:	Title:
Attest: (Signature)	Attest: (Signature)
Name: (Printed or typed)	Name: (Printed or typed)
Title:	Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Georgia (Owner) and
 _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Bridge 10 Repairs include concrete repairs, roadway reconstruction, epoxy overlay, and associated work.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located on Arrow Head Lake Road.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Specifications listed in the Table of Contents.
5. Drawings as listed on the Drawing Sheet Index.
6. Addenda.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is **East Engineering, PLC**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- #### A.
- The on-site Work will be substantially completed within **45** days after the Effective Date of the Contract and completed and ready for final payment within **60** days after the Effective Date of the Contract. Maximum closure period to traffic shall be 45 days.

4.02 Liquidated Damages

- #### A.
- Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$500** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- #### A.
- If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- #### B.
- Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- #### C.
- If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor’s subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:
 - Per Approved Bid Form

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds shall remain in effect not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located. Contractor shall provide insurance in accordance with the following:
 - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. Workers’ Compensation:

State:	<u>Statutory</u>
Employer’s Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>

Bodily Injury By Disease, each Employee	\$ 1,000,000
Bodily Injury/Disease Aggregate	\$ 1,000,000
b. Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
c. Automobile Liability herein:	
Combined Single Limit of:	\$ 1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. The Contractor's commercial general liability and automobile liability, and umbrella or excess, shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
- E. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- F. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**7.01 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours (7:00 a.m. to 6:00 p.m.), Monday through Friday. No work is allowed on any Federal holiday dates.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain **10** % of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 1. All documentation called for in the Contract Documents;
 2. Consent of the surety to final payment;
 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 4. A list of all disputes that Contractor believes are unsettled; and
 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Georgia

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

MEASUREMENT AND PAYMENT TERMS / SPECIAL PROVISIONS

1. General

- a. This document is used to define bid items listed in the Bid Form and on the Agreement.

2. Lump Sum and Unit Price Items

- a. Lump sum items will be paid on a percentage complete basis. Unit price items will be paid based on the actual quantities installed and verified by the Owner and Engineer. The items listed below are all-inclusive items for the complete installation of the proposed infrastructure improvements.

Item 1.0 – Bridge 10 Repairs: Items 1.1 through 1.8 cover the full scope of the project. Scope items listed below include the main construction tasks, but are not intended to be a comprehensive list of all required activities. Contractor shall include all required work items to complete the project in the items listed below. Item 1.9 shall be utilized after review of, and written approval, by the Town and/or Engineer.

Item 1.1 – General Conditions and Mobilization/Demobilization

- Payment: Percentage completed.
- Mobilization of all equipment and materials to site,
- General conditions of the Contract Documents,
- Payment and performance bonds,
- Project coordination, communication, and administrative tasks,
- Permitting requirements and conditions,
- Temporary facilities/utilities including power, water, storage, and sewer/sanitary facilities,
- Maintenance and protection of site features in the construction area including utilities, vegetation, mailboxes, driveways, and other site features,
- Site security,
- Site safety including temporary fencing, barricades, plates, and signage,
- All necessary erosion prevention and sediment control devices,
- Construction layout for all components,
- Removal and disposal of damaged roadway/bridge/guardrail.
- Temporary support and protection of on-site utilities,
- Temporary support of all slopes and excavated areas,
- Traffic detour, including signs, tripods, posts, weights, etc. as needed,
- Two portable variable message boards, for 1 week prior to the start of construction through the end of construction.
- Demobilization of all equipment and materials from the site.

Item 1.2 – Cast-in-Place Concrete

- Measurement: Per cubic yard installed
- Reinforcing steel, ties, chairs, and supports,
- Formwork and supports/bracing,
- Concrete and admixtures,

- Curing means/methods/compounds, as well as cold weather protection when applicable.

Item 1.3 – Expansion Joint

- Payment: Percentage completed.
- Replacement of expansion joint on Abutment #2 backwall, including all ancillary work and components. Removal and reset of scuppers and drain pipes, drainage trough, steel/studs/nuts/bolts/plates.

Item 1.4 – Approach Excavation/Backfill

- Payment: Per Cubic Yard
- Removal and disposal of pavements,
- Removal/stockpile of roadway base material/backwall backfill material.
- Placement and compaction of stockpiled material.

Item 1.5 – Type 3 Pavement

- Payment: Per Ton. Payment limits are width of existing roadway, 15' from backwall, depth to existing pavement depth on-site or 4" (whichever is greater).
- Placement, compaction per State Specs.

Item 1.6 – Epoxy Overlay

- Measurement and payment: Per square yard.
- Removal of existing epoxy overlay, micromilling existing concrete deck, cleaning/pressure washing, placement of multiple layer wearing surface of epoxy and aggregate. Product shall be Sidadur22 LoMod FS or engineer approved equal. Specification shall adhere to Specification 1046.

Item 1.7 – Remove and Replace Approach Rail

- Measurement and payment: Per Foot
- Removal of and disposal of existing posts, rails, spacers and hardware.
- Installation of W-Beam guardrail VTrans Spec G-1

Item 1.8– Associated Roadway/Bridge Work Directed by Engineer or Town

- Payment: On a Time & Materials Basis or other agreed upon method (unit price or lump sum). This item is to cover any unforeseen or differing site/subsurface conditions and shall only be used after written authorization from the Town or Engineer.

END MEASUREMENT AND PAYMENT SECTION

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Georgia Mailing address <i>(principal place of business)</i> :	Contract Description <i>(name and location)</i> : Bridge 10 Repairs Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Georgia Mailing address <i>(principal place of business)</i> :	Contract Description <i>(name and location)</i> : Bridge 10 Repairs Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Surety	
<i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None.**

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:Town of Georgia

Engineer:East Engineering

Contractor:

Project:Bridge 10 Repairs

Engineer’s Project No.:080-04

Contractor’s Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner’s Responsibilities: ☐ None ☐ As follows:

Amendments to Contractor’s Responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):

Name (printed):

Title:

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**GENERAL CONDITIONS &
SUPPLEMENTAL CONDITIONS**

EAST ENGINEERING, PLC

1. GENERAL REQUIREMENTS

a. PROJECT SUMMARY

- i. This project includes bridge/roadway repairs to Arrow Head Lake Road and Bridge 10 in the Town of Georgia. Requirements are noted on the plans, permits, specifications, and contract documents.
- ii. All components for this project will adhere to the State of Vermont, Agency of Transportation (VTrans), Standard Specifications for Construction, 2024, unless otherwise noted on the plans or within these specifications, or approved in writing from the Engineer.

b. GENERAL AND SPECIAL CONDITIONS

- i. Proposed improvements are within a Town road right-of-way as well as private property (easements secured by Town). Contractor shall exercise caution while working to ensure areas outside of the limits of construction are not disturbed and the site is kept in a clean and neat manner.
- ii. Portions of Owner property used for Contractor laydown area (equipment/material storage, staging, etc.) shall be protected from damage. Any damage shall be repaired by the contractor at no additional cost to the Owner. Additional laydown areas are to be obtained by Contractor, at no cost to the Owner.
- iii. Working Days and Hours – Unless otherwise approved by the Engineer and Owner, working hours shall be 7:00 a.m. to 6:00 p.m. Work on the following days is prohibited:
 1. Saturday and Sunday
 2. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.
- iv. Permits – The following permits are required to be followed throughout construction:
 1. None.
- v. Hazardous Materials – During the duration of construction, if hazardous materials are detected, the contractor shall stop work and contact the Owner and Engineer prior to proceeding.
- vi. Historic Preservation – If unanticipated historic and/or archaeological resources are found, the Contractor shall stop work and contact the Owner and Engineer prior to proceeding.
- vii. Staging and Storage – The contractor shall utilize the Town road right-of-way for construction staging and material storage areas. The security and safety of the staging area is the sole responsibility of the Contractor. After construction is completed, the staging/storage areas shall be restored to pre-construction conditions or better.
- viii. Davis Bacon Wage Rates – This project is not subject to the requirements of the Davis Bacon Act.

c. REFERENCED STANDARDS

- i. State of Vermont, Agency of Transportation (VTrans), Standard Specifications for Construction, latest issue.
- ii. VTrans Standard Drawings for Construction, latest revisions.
- iii. American Association of State Highway and Transportation Officials (AASHTO)
- iv. Manual on Uniform Traffic Control Devices (MUTCD)

d. PROJECT MEETINGS AND COORDINATION**i. Meetings**

1. Preconstruction Meeting – At least 10 days before beginning construction, the Owner and Contractor shall meet on-site to review the details of the project, discuss schedule, scope of work, party responsibilities, procedures for construction administration tasks (RFIs, CO's, Submittals, Payment Applications), special conditions and permitting requirements, and other applicable details of the project.

ii. Coordination**1. Contractor Representatives**

- a. The Contractor shall provide a full-time representative on site during all construction activities. The representative shall supervise all operations of the work and have authority to direct all Contractor personnel, subcontractors and material suppliers.
- b. The Contractor shall designate at least two designated responsible people to be available at all time after working hours (including weekends and holidays) to be available in the event of an emergency. Contact information (home and cell phone numbers) shall be provided to the Engineer and Owner.

2. Construction Correspondence

- a. Submittals – Refer to Submittal Section for specific requirements.
- b. Request for Information (RFI) – RFI's shall be submitted by the Contractor to the Engineer in writing. The RFI shall include detailed information on the item requiring clarification including specification and/or drawing reference, a narrative explanation, and the requested response date.
- c. Change Orders (CO)– Prior to completing any work that the Contractor deems out of scope, a written request (Potential Change Order – "PCO") will be submitted to the Engineer and Owner. The PCO will include material, equipment, and labor rates and quantities of items to be installed with justification for the work.
- d. Payment Applications – A payment application shall be provided by the Contractor to the Owner noting progress percentages (lump sum items) and quantities installed (unit price items). Lien releases will

be provided to Owner with each payment application for each supplier that has an excess of \$25,000.

e. SUBMITTALS

- i. Submittals shall be provided to Engineer/Owner for materials and proceeds necessary to complete the required work. Submittals shall be provided in digital (PDF) format by email. Each submittal shall be legible and have clear indications/mark ups of the products/materials to be used. Each submittal will have a Contractor transmittal cover sheet with the referenced drawing/specification, date, and Contractor's signature indicating that the submitted product is in accordance with all project requirements. Required submittals are as follows:
 1. Project schedule (provide updates as requested by Owner or Engineer)
 2. Insurance certificates – Owner and East Engineering, PLC shall be listed as additionally insured.
 3. Preconstruction photos and or videos.
 4. Traffic control/detour plan.
 5. Aggregate borrow materials.
 6. Cast-in-place concrete.
 7. Pavement and overlay mixes/technical data.
- ii. Substitutions – If the Contractor prefers to use a product that differs from the drawings or specifications, a substitution submittal is required. Submittal will clearly compare the proposed material or product with the specified material or product.
- iii. Engineer/Owner shall have 15 calendar days to review each submittal.

f. TEMPORARY FACILITIES AND CONSTRUCTION MEASURES

- i. Storage Facilities – Contractor shall provide temporary on-site storage facilities to store materials and equipment. Contractor is responsible for the security and safety of all on-site materials and equipment. Any damaged or stolen materials or equipment shall be replaced at no cost to the Owner.
- ii. Sanitary Facilities – Contractor shall provide adequate sanitary facilities at the job site for all Contractor, Engineer and Owner personnel. Facilities shall be regularly maintained and cleaned.
- iii. Barricades, Fences and Safety Measures – Contractor is responsible for all site safety and protective measures. This includes all temporary barricades, fencing, plating, signage and other safety measures. All safety and protective measures shall meet applicable codes and standards.
- iv. Traffic Control – Contractor shall install and maintain all construction warning and detour signs in accordance with Vermont Agency of Transportation Standard Specifications and the Manual on Uniform Traffic Control Devices (MUTCD). All temporary signage shall be anchored with sandbags or equivalent methods to ensure signs stay upright and in the appropriate position. Contractor shall regularly

monitor signs, barricades, signals to ensure they remain in proper working order. Detour route shall be closely coordinated with Town personnel. All services (fire, emergency, police, school bus, postal) shall be notified by Contractor a minimum of 7 days prior to closing the road and immediately after road is re-opened to traffic. Portable variable message boards shall be installed on either side of the bridge a minimum of 7 days prior to closure. Detour shall be signed in both directions and detour signs shall have "Detour – Arrowhead Lake Road" with clearly marked arrows indicating directions.

- v. Environmental – Contractor shall install and maintain temporary environmental protective measures in accordance with applicable permitting documents and per the project drawings.
- vi. Utilities – Existing utilities shall be maintained at all times. Contractor is responsible for all DigSafe requirements. Coordination with utility authorities shall be a Contractor responsibility – this includes temporary supports, "pole-holds", line shielding and associated tasks. Contractor shall coordinate with all utilities in the area that are not members of DigSafe to maintain all existing infrastructure. Protection of all utilities in the project area is a requirement. All repairs, damages, or other penalties shall be borne by the Contractor.

g. SITE DEMOLITION

- i. The Contractor shall demolish and/or modify all existing structures, facilities, and utilities as indicated on the drawings or specified herein. The Contractor shall furnish all materials, equipment, and labor to execute the work.
- ii. Demolished materials shall be legally disposed of at an approved facility by the Contractor. The Contractor is responsible for all costs to dispose of the material including labor, equipment, materials, trucking, and disposal fees.

h. SITE CLEARING AND GRUBBING

- i. Contractor shall clear and grub all necessary materials to complete the project within the limits of disturbance shown on project plans. Applicable items include: trees, shrubs, stumps, topsoil, snow/ice, trash/rubbish.
 - 1. Topsoil shall be segregated from other materials and stockpiled (using applicable erosion prevention and sediment control measures) for reuse during restoration of the site.
 - 2. Tree limbs and brush/vegetation may be mulched for EPSC measures or removed from site. No burning is allowed.
 - 3. Hardwood trees (excluding limbs) removed as part of the proposed repairs shall be removed from site or chipped on-site.
 - 4. Contractor to legally dispose of all materials at no expense to the Owner.

i. EROSION PREVENTION AND SEDIMENT CONTROL (EPSC)

- i. Contractor shall install, maintain and upon completion of construction, remove erosion prevention and sediment control measures. Contractor shall comply with:

1. Vermont Erosion Prevention and Sediment Control Field Guide – Vermont Department of Environmental Conservation, Most Current Version.
2. The Vermont Standards & Specifications for Erosion Prevention & Sediment Control – Vermont Department of Environmental Conservation, Most Current Version.

j. PROTECTION AND REPAIR OF PROPERTY AND EXISTING INFRASTRUCTURE

- i. Contractor shall be responsible for protecting, maintaining and repairing or replacing site features during construction including:
 1. Underground Utilities – All DigSafe responsibilities are a responsibility of the Contractor as noted in previous sections.
 2. Overhead utilities shall be maintained and protected at all times. Temporary support(s) and/or pole hold(s) and/or relocation(s) shall be coordinated with the authority having jurisdiction. All temporary measures needed/required by the authority having jurisdiction shall be paid for by the Contractor. Any damage to existing poles or overhead utilities shall be paid for by the Contractor.
 3. Lawns, Grasses and Landscaping/Plantings – Contractor is responsible for restoring lawns and grass areas. Landscaping/plantings shall be replaced in-kind. Any pruning or cutting of branches shall be done in a neat and professional manner – cut ends of branches to be sealed by an acceptable arbor product within 24 hours of cutting.
 4. Survey monuments and markers – If existing survey markers or monuments are disturbed, Contractor shall pay a Professional Licensed Surveyor (registered in Vermont) to reset.
 5. Pavements – Pavement and driveways that are to remain shall not be damaged. If existing pavement and driveway areas are to be used as material stockpile and/or equipment parking areas, Contractor shall provide adequate temporary measures to protect the infrastructure from damage. Damaged pavements and driveways (as determined by Engineer or Owner) shall be removed and replaced by the Contractor at no cost to the Owner.
 6. Mailboxes – If mailboxes are in the area of disturbance, they shall be temporarily relocated/reset during construction to the satisfaction of the landowner and post office. After construction, mailboxes shall be reset to their original locations to the satisfaction of the landowner, post office and Engineer.

k. RECORD DRAWINGS

- i. The Contractor is responsible to keep one set of record drawings throughout the construction of the project. Differing conditions and actual locations/elevations of proposed improvements shall be clearly/neatly documented and dimensioned in red-pen or completed digitally in a PDF.

I. PROJECT CLOSEOUT

- i. Substantial Completion – Contractor will notify the Engineer and Owner when the project is ready to be inspected for Substantial Completion. Owner, Engineer and Contractor will conduct a walkthrough and document any outstanding items that remain to be completed (punchlist). If the Engineer and Owner determine that the completed work is substantially complete, a certificate will be issued with a final punch list.
- ii. Final Completion – Using the punchlist, the Contractor will complete all outstanding work items, remove temporary facilities, and conduct final cleaning of all work areas to the satisfaction of the Engineer and Owner. After completion of the punch list, Owner, Engineer and Contractor will conduct a final walkthrough. If satisfied, Owner and Engineer will release the certificate of final completion.

END OF SECTION

SECTION 1046—EPOXY OVERLAY

1046.1 DESCRIPTION - This work is construction of a multiple layer wearing surface of epoxy and aggregate on in-service bridge decks.

1046.2 MATERIAL –

(a) Polymeric Resin Binder. Provide a thermosetting polymer resin compound comprised of 100% solids which holds the aggregate firmly in position once all components are combined. All components will come from a single manufacturer listed in Bulletin 15 and conform to Table A. Cure specimens at 73F $\pm$ 2F, relative humidity 50% $\pm$ 2% and test specimens at 73F $\pm$ 2F.

**Table A
Binder Requirements**

Property	Requirement	Test Method
Viscosity (poises)	10 – 70	ASTM D 2556-14, Model RVT Brookfield, Spindle No. 3 at 20 rpm
Gel Time (minutes)	15-45 minutes	ASTM C 881, para. 11.2 modified, 70 ml sample
Ultimate Tensile Strength (psi)	2,000-5,000 at 7 days	ASTM D 638
Ultimate Tensile Elongation (%)	30-70 at 7 days	ASTM D 638
Absorption (%)	1 max. at 24-hrs.	ASTM D 570
Compressive Strength (psi)	1,000 min. at 3 hours 5,000 min. at 24 hours	ASTM C 109, 50 mm square mortar cube with plastic inserts
Permeability to chloride ion (coulombs)	100 max. at 28-days	AASHTO T277
Thermal Compatibility (Mixed with aggregate)	No delamination	ASTM C884
Infrared spectrum	Established for each component by the Manufacturer	AASHTO T237, paragraph 4 and 5

(b) Fine Aggregate. Provide aggregate approved by the binder manufacturer. This aggregate consists of angular silica sand, basalt, or other highly siliceous metamorphic or igneous rock. Provide aggregate free of dirt, clay, asphalt, and other foreign or organic materials conforming to Table B.

**Table B
Aggregate Requirements**

Property	Requirement	Test Method
Moisture Percentage (%)	Less than 0.2	AASHTO T 255
Mohs Scale Hardness	7 min.	Mohs Hardness Test
Aggregate Gradation Requirements - Sieve Analysis		
Sieve Designation	Total Percent Passing	
(No. 4)	100	
(No. 8)	30-75	
(No. 16)	0-5	
(No. 30)	0-1	

(c) Certification: Certify binder resin as specified in Section 106.03(b)3.

For aggregate, provide independent testing from an AASHTO certified laboratory to verify the Table B requirements are met. Independent testing must be less than 12 months old at the time aggregate is furnished to the project. Submit the Independent testing results for local approval as specified in Section 106.02(a)2.c.

1046.3 CONSTRUCTION

(a) Qualification of the Installer. Submit a minimum of three projects including the installer's contact information having a cumulative minimum of 1,000 square yards of epoxy overlays placed within the past 3 years. Include contact information for the three projects. An installer not meeting the minimum requirements will be allowed to perform the installation operation if approved in writing by the binder manufacturer.

(b) Quality Control.

1. Quality Control (QC) Plan. As specified in Section 106.03(a)2.a, submit a project specific QC Plan for acceptance before material placement. Include key personnel, equipment, materials, proposed methods of installation and operation, and the following:

1.a Designated QC Plan Administrator. Provide a designated QC Plan Administrator having full authority to institute any action necessary for the successful operation of the QC Plan and is responsible for the following:

- Identify and provide contractor procedures for:
 - o Documenting areas and quantities used of binder and aggregate of each layer at each epoxy overlay site to verify application rates conforming to Table C.
 - o Documenting the temperature of each component of the binder before use.
 - o Moisture control methods for the aggregate.
 - o Cleaning and maintenance schedule for machinery and equipment.
 - o Corrective actions for unsatisfactory construction practices and deviations from the specifications. Any deviation from the accepted QC Plan will be cause for immediate suspension of operations.
- Contractor performance of required field QC sampling, testing and record keeping in conformance with the approved QC Plan and contract documents.
- Maintain and make available upon request, complete records of sampling, testing, corrective actions, and QC inspection results.

1.b Manufacturer's Technical Representative. A manufacturer's technical representative responsible for the following:

- Train and provide recommendations to construction personnel in the safe handling and proper application of materials before placing the epoxy overlay.
- Required to be onsite for the first 2 days of installation if the installer does not meet the minimum requirements as specified in Section 1046.3(a).
- Required to be onsite if corrective work is necessary.

- Required to be onsite if directed.

2. Documentation. Provide the following documentation of the preparation and application of the overlay:

- Deck patching location(s)
- Surface preparation – surface profile level or depth, cleanliness, substrate pull off test locations and results
- Moisture test results
- Environmental conditions at the time of placement – include ambient air temperature, deck temperatures and weather conditions
- Product Data Sheets (PDS)
- Safety Data Sheets (SDS)
- Material information:
 - Resin – manufacturer, component expiration dates, proportioning method and rate, and yield computations for each layer
 - Aggregate – type of aggregate and yield computation as well as visual inspection of surface covering
- Final adhesion testing locations and results
- Document all repairs needed because of defective work

(c) Pre-Epoxy Overlay Placement Meeting. At least 2 weeks before overlay placement, schedule a pre-epoxy overlay placement meeting to review the specification, method and sequence of placement, quality control plan, and protective measures.

(d) Delivery and Storage of Materials. Order, stock, and store material necessary to perform overlay application before field preparation. Store materials in a clean, dry environment according to the manufacturer's recommendations. Do not expose the aggregate to rain or moisture. At the storage area, post SDS, PDS, and other information from the manufacturer pertaining to health hazards, worker protection, and safe practices for the storage, handling, and disposal of the materials.

Provide the manufacturer's name, date of manufacture, batch/lot number, trade name, quantity, and mixing ratio on each binder storage container. Provide producer name, date of shipment, batch/lot number, weight, and independent lab test reference number on containers with aggregate.

(e) Equipment. Equipment is subject to acceptance. Provide the following:

(1) Surface Preparation Equipment.

- Shotblasting equipment capable of removing all loose, disintegrated concrete, dirt, paint, oil, asphalt, laitance, carbonation, and curing materials from the deck surface.
- Sandblasting equipment capable of removing all oxidation, dirt, paint, oil, and asphalt from the metal expansion joints.
- Provide a self-propelled vacuum capable of picking up dust and other loose material from the shotblasting and sandblasting operation.
- Provide air compressors capable of producing a minimum of 180 cubic feet per minute and 80 pounds per square inch of clean, dry compressed air and equipped with an oil/water separator to remove dust and loose material.
- Do not use scarifiers, milling machines, or sandblasting instead of shot-blasting, unless approved by the Engineer.

(2) Mechanical Application Equipment.

- An epoxy distribution system capable of accurate and complete mixing of the epoxy resin and hardening agent, verification of the mix ratio, and uniform and accurate distribution of the epoxy materials at the specified rate on 100% of the work area. Provide equipment approved by the epoxy-based overlay manufacturer.
- A mechanical aggregate spreader capable of uniform and accurate application of the dry aggregate over 100% of the work area.
- Provide a self-propelled vacuum truck;
- An air compressor capable of producing oil free and moisture free compressed air to remove all dust and loose material.
- Hand tools to facilitate the placement of the surface treatment as specified in this specification and the manufacturer's recommendations.

(3) Hand Mixing and Manual Application. Hand mixing is not allowed unless accepted by the Representative.

- Provide calibrated containers for proper proportioning of the base and hardening components.
- Provide a clean, dry container large enough to blend and mix the proper proportions of base and hardening components.
- Provide a powered, paddle-type mixer for blending the base and hardening components.
- Provide squeegees, rollers, or brooms suitable for applying the mixed epoxy-based resin on the bridge deck surface at the specified application rate as specified in Table C.
- Provide shovels, hand spreaders, and other hand tools suitable for applying the aggregate at the specified rate.
- Provide brooms or air compressors equipped with an oil/water separator to remove excess aggregate after each layer of the overlay has cured.

(f) Surface Preparation. Sound the existing bridge deck surface to identify areas of unsound concrete in the presence of the Representative. Record locations of all areas determined to be unsound and provide documentation to the Representative. Remove unsound concrete and repair the areas as specified in Section 1040 and as directed. Do not use patching material containing magnesium phosphate. Do not apply epoxy overlay on concrete surfaces or repairs less than 28 days of age.

Perform pull tests to determine the suitability of the concrete surface according to ASTM C1583. Select locations to perform testing at a minimum of one location per span per lane or maximum of 4,000 square feet per lane, whichever is smaller. Include at least one test on newly repaired deck areas. The minimum acceptable bond strength on normal weight concrete cannot average less than 250 pounds per square inch.

No more than 24 hours before overlay placement begins, clean the bridge deck surface by shotblasting all surfaces to remove all curing compounds, loosely bonded mortar, surface carbonation, and deleterious material. Comply with the International Concrete Repair Institute (ICRI) standard for Concrete Surface Preparation (CSP) Level 5-7 or surface macrotexture depth of 0.04 to 0.08 inch according to PTM No. 751. Provide the necessary

concrete surface profile chips to visually verify the surface preparation. After shotblasting, vacuum sweep or air wash all surfaces to remove all dust, debris, and deleterious material.

In areas inaccessible by the shotblasting equipment (i.e., along curbs and median walls) use sandblasting or walk behind grinders or both to prepare the surface to the satisfaction of the manufacturer and Representative.

If cracks are present, remove loose material with compressed air and pre-treat cracks 1/4 inch or greater in width with the mixed binder. Do not overfill cracks. If cracks are overfilled shotblast or grind the material to make it flush with the adjacent pavement after the binder material is cured. Install the epoxy overlay after the binder in the pretreated cracks has gelled.

Construct the epoxy overlay so the final surface of the overlay is as shown on the standard drawings for expansion joints and dams. Shotblasting or concrete grinders may be used to create the proper profile. Prepare the concrete surface to provide a profile on both sides of the joint as specified in Section 501.3(o).

(g) Placing the epoxy overlay. If required, place a test strip of the overlay off the project site. Test strip should not exceed 100 square feet. Use the test strip for equipment calibration and establishing procedures and techniques for the actual overlay placement on the bridge deck.

Cover exposed areas not receiving overlay, such as curbs, sidewalks, railings, parapets, inlets, expansion dams, and along limits between adjacent lanes, if phasing application, or daily termination point with suitable coverings.

In phased construction, place joints between phases in neat lines parallel to the centerline of roadway. Stagger and overlap joints a minimum of 2 inches between successive layers so no ridges appear.

The deck surface must be dry before the application of the epoxy overlay. Do not place overlay if visible moisture is present on the concrete surface. Affix a sheet of transparent plastic to indicate the presence of moisture for a minimum of 2 hours depending on temperature, cloud cover, and conditions according to ASTM D4263 (modified to a minimum of 2 hours).

Use equipment to continuously mix, meter, and monitor the binder. If recommended by the binder manufacturer, use a heated metering pump. Mix the binder according to the manufacturer's recommendations.

Hand squeegee the mixed binder onto the prepared pavement surface using a serrated edge squeegee at uniform application rates as specified Table C.

Table C
Epoxy Overlay Application Rates

Course	Epoxy Rate	Aggregate Rate*
1	Not less than 0.22 gal./sq. yd	Not less than 10 lbs./sq. yd
2	Not less than 0.45 gal./sq. yd	Not less than 14.5 lbs./sq. yd

*Apply aggregate to completely cover the epoxy

Immediately after the binder application, mechanically spread the aggregate onto the wet, uncured binder at a uniform rate as specified in Table C. Do not allow loose aggregate or excessive dust onto any part of the adjacent, active travel lanes.

Hand spreading aggregate is allowed as a secondary method if mechanized equipment cannot be used due to access or geometry, as accepted.

Completely cover the wet, uncured binder with aggregate to achieve a uniform surface with no exposed binder remaining visible on the surface. Spread the aggregate without displacing the wet binder film during placement.

Remove excess aggregate from each course after the course has completely cured. Use brooms, vacuums, compressed air free from oil and water, or other approved methods to remove the excess aggregate. Do not remove excess aggregate until removal can be performed without tearing or damaging the surface.

Minimize walking or standing on the binder.

Locations identified by the Representative that did not receive a uniform and sufficient application of aggregate will be considered defective work. Remove and replace as specified in Section 1046.3(k).

Perform adhesion testing according to ASTM C1583 on the final layer. Test results will be the average of three tests on a test patch not less than 4.5 square feet. The minimum tensile adhesion strength cannot average less than 250 pounds per square inch. Perform a test patch at the same frequency as required for the initial pull tests conducted on the prepared concrete surface. Test each area at least 24 hours after the indicated minimum cure time for the second course.

If a failure occurs on an adhesion test, perform additional adhesion testing immediately before and immediately after the failed area. Continue testing until satisfactory test results are achieved. Remove and replace the failed area(s) at no additional cost to the Department.

(h) Curing. Do not allow vehicular traffic on the first course. Do not allow vehicular traffic on any course during the cure period.

Cure each course for the minimum cure period as specified in Table D unless longer periods are recommended by the manufacturer. Cure times are based on the average temperature of deck surface, resin, and aggregate components.

Table D
Curing Times

Course	60F- 64F	65F-69F	70F-74F	75F-79F	80F-84F	85 +F
1	4 hours	3 hours	2.5 hours	2 hours	1.5 hours	1 hour
2+	6.5 hours	5 hours	4 hours	3 hours	3 hours	3 hours

(i) Aggregate Cleanup. Collected aggregate can be reused if it is clean, uncontaminated, and dry. If contaminated aggregate is mixed with virgin aggregate, all the aggregate in the container will be considered contaminated and not acceptable for use in the epoxy overlay.

Between 30 and 45 days after placing the epoxy overlay, reclaim loose aggregate using a vacuum sweeper. Completely clean scuppers and expansion dams of accumulated aggregate. Use means of cleaning that does not damage neoprene glands in strip seal expansion dams. This reclaimed aggregate cannot be reused.

(j) Limitations of Operations. Follow the limits for all temperature and ambient conditions in the accepted QC plan and the manufacturer's requirements. Do not place epoxy overlays from October 1 to April 30, unless allowed in writing by the District Executive.

Do not apply the overlay at surface, air, or resin and aggregate component temperatures lower than 60 F. Do not apply the epoxy-based concrete overlay if the temperature is expected to drop below 55F within 8 hours after application or if the mixed epoxy-based resin gels in less than 10 minutes.

(k) Defective Work. Section 105.12 and as follows:

If temperatures fall below 60F, the Engineer will require a longer curing period. If, at any time during the curing period, the temperature falls below 50F, the work may be considered unsatisfactory and rejected.

Protect freshly applied overlays from sudden or unexpected rain. Stop all application operations if it starts to rain. The Representative may order removal and replacement of any material damaged by rainfall or contractor operations that cannot be satisfactorily repaired.

Remove the rejected or damaged epoxy-based concrete overlay in rectangular sections by milling or saw cutting to the top of the concrete deck surface. Remove and replace at no additional cost to the Department.

(l) Acceptance.

Table E
Acceptance and Payment Factor Per Each Individual Layer of Epoxy Overlay

Binder Rate	Item Pay Factor (%)
100% or more of the minimum binder rate	100% payment for the layer. *
> 80% and < 100% of minimum binder rate	60% payment for the layer. *
< 80% of minimum binder rate	remove and replace. *

*The payment for each layer will be independent.

1046.4 MEASUREMENT AND PAYMENT—Square Yard

Payment includes surface preparation, furnishing, applying all courses, and final cleaning.

Repairs to the bridge deck will be paid separately for type of concrete bridge deck repair as indicated.



PRODUCT DATA SHEET

Sikadur®-22 Lo-Mod FS

LOW-MODULUS, FAST SETTING, MEDIUM-VISCOSITY, EPOXY RESIN BINDER

PRODUCT DESCRIPTION

Sikadur®-22 Lo-Mod FS is a 2-component, 100% solids, moisture-tolerant, fast setting epoxy resin binder. It conforms to the current ASTM C-881, Grade-1 and AASHTO M-235 specifications.

USES

Sikadur®-22 Lo-Mod FS may only be used by experienced professionals. Use neat as the binder resin for a skid-resistant broadcast overlay. Use also as the binder resin for epoxy mortar and concrete for patching and overlays.

CHARACTERISTICS / ADVANTAGES

- Fast Setting for quick turn around
- Meets 3 h/1000 psi requirement when mixed as an epoxy mortar
- Tolerant to moisture both before and after cure
- Convenient easy mix ratio A:B = 1:1 by volume
- Excellent strength development
- Leveling viscosity for easy, efficient application of a broadcast overlay
- Successfully used in HFST applications. Refer to local DOT specs. for product acceptance

PRODUCT INFORMATION

Chemical Base	Epoxy Resin
Packaging	4 gallon (15 L) units / 110 gallon (416 L) unit / 660 (2498 L) gallon totes. Note: Part A of the Sikadur® 22 Lo-Mod, Sikadur®-22 Lo-Mod FS and Sikadur® 21 Lo-Mod LV is a universal component of these three products.
Color	Clear to light amber
Shelf Life	24 months in original, unopened containers
Storage Conditions	Store dry at 40–95 °F (4–35 °C) Condition material at 65–85 °F (18–29 °C) before using.
Volatile organic compound (VOC) content	<20 g/L
Viscosity	Approximately 2,000 cps

TECHNICAL INFORMATION

Section 7. Item #C.

Shore D Hardness	72	(ASTM D-2240) 73 °F (23 °C) 50 % R.H.
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Compressive Strength		40 °F(4 °C)	73 °F (23 °C)	90 °F (32 °C)	(ASTM C-579)
	3 hours	-	1750 psi	3600 psi	
	8 hours	2000 psi	4400 psi	6400 psi	
	1 day	4500 psi	6500 psi	8000 psi	
	3 days	5500 psi	7500 psi	8500 psi	
	7 days	8500 psi	8500 psi	9000 psi	
	14 days	9000 psi	9000 psi	9000 psi	
	28 days	9000 psi	9000 psi	9000 psi	

Material cured and tested at the temperatures indicated and 50 % R.H.

Modulus of Elasticity in Compression	7 days	40,000 psi	(ASTM C-579)
	28 days	40,000 psi	73 °F (23 °C) 50 % R.H.

Tensile Strength		Mortar 1:3	Neat	(ASTM D-638)
	7 day	1200 psi	2650 psi	73 °F (23 °C) 50 % R.H.

Elongation at Break		Mortar 1:3	Neat	(ASTM D-638)
	7 day	40 %	55 %	73 °F (23 °C) 50 % R.H.

Tensile Adhesion Strength		Mortar 1:3	Neat	(ASTM C-1583; ACI 503R)
	1 day	-	> 550 psi (concrete failure)	73 °F (23 °C)
	7 days	-	> 570 psi (concrete failure)	50 % R.H.

Shear Strength		Mortar 1:3	Neat	(ASTM D-732)
	7 day	2600 psi	3430 psi	73 °F (23 °C) 50 % R.H.

Thermal Compatibility	Pass	(ASTM C-884)
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Abrasion Resistance		Mortar 1:3	Neat	(Taber Abrader)
	14 day, Weight loss, 1,000 cycles*	2.0 grams	0.030 grams	73 °F (23 °C) 50 % R.H.

* (H-22 wheel; 1,000 gm weight for mortar/ C-17 wheel, 1,000 gm wt for neat)

Water Absorption		Mortar 1:3	Neat	(ASTM D-570)
	7 day (24 hour immersion)	-	<0.20 %	73 °F (23 °C) 50 % R.H.

Rapid Chloride Permeability	0 coulombs	(AASHTO T-277)
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APPLICATION INFORMATION

Mixing Ratio	Component 'A':Component 'B' = 1:1 by volume.
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Mortar Binder - 1 gal. of mixed Sikadur® 22 Lo-Mod FS with the addition of 5 gal. by loose volume of an oven dried sand, yields approximately 808 cu. in. of epoxy mortar

Pot Life Approximately 15–20 minutes (60 gram mass; ASTM C-881)

Waiting / Recoat Times

	60–64 °F (16–18 °C)	65–69 °F (19–21 °C)	70–74 °F (21–23 °C)
Coat 1	4–4 ½ h	2 ½–3 h	2–2 ½ h
Coat 2	5 ½–6 h	4 ½–5 h	4 h
	75–79 °F (24–26 °C)	80–84 °F (27–29 °C)	85+ °F (29+ °C)
Coat 1	2 h	1.5 h	1 h
Coat 2	3 h	3 h	2 ½–3 h

Average Substrate and Material Temperature. These set times were determined under laboratory conditions, actual set times may vary based on on-site conditions

APPLICATION INSTRUCTIONS**SUBSTRATE PREPARATION**

Surface must be clean and sound. It may be dry or damp, but free of standing water. Remove dust, laitance, grease, curing compounds, impregnations, waxes and any other contaminants.

Preparation Work: Concrete - Should be cleaned and prepared to achieve a laitance and contaminant free, open textured surface by blast cleaning or equivalent mechanical means.

Steel - Should be cleaned and prepared thoroughly by blast cleaning to white metal finish.

MIXING

Mixing Pre-mix each component. Proportion equal parts by volume of Component 'A' and 'B' into clean pail. Mix thoroughly for 3 min. with Sika paddle on low-speed (400–600 rpm) drill until uniformly blended. Mix only that quantity that can be used within pot life.

To prepare epoxy mortar - Slowly add 5 parts by loose volume of oven-dried sand to 1 part mixed resin.

APPLICATION METHOD / TOOLS

Broadcast Overlay - Prime the prepared substrate with Sikadur®-22 Lo-Mod FS. While primer is still tacky, spread mixed Sikadur®-22 Lo-Mod FS with a 3/16 in. (4.7 mm) notched squeegee. When material levels, broadcast the oven-dried aggregate slowly allowing it to settle in the epoxy binder.

Ultimately the broadcast aggregate should be applied to excess at a rate of 2 lb./ft² (0.9 kg/m²) Remove excess broadcast aggregate after epoxy has set. Priming is an optional step in the broadcast overlay applications.

Epoxy Mortar - Prime prepared substrate with mixed

Sikadur®-22 Lo-Mod FS. While primer is still tacky, apply epoxy mortar by trowel or vibrating screed. Finish with finishing trowel. Priming is mandatory when using the Sikadur®-22 Lo-Mod FS as an epoxy mortar.

LIMITATIONS

- Minimum substrate and ambient temperature 40 °F (4 °C).
- Minimum age of concrete before application is 21–28 days depending upon curing and drying conditions.
- For on grade, split-slab and unvented metal pan deck, please consult Sika Technical Service regarding moisture limitations.
- Maximum thickness 1/2 in. (13 mm) exterior exposed to thermal change.
- Do not dilute. Addition of solvents will prevent proper cure.
- Use oven-dried aggregates only.
- Material is a vapor barrier after cure.
- Not an aesthetic product. Color may alter due to variations in lighting and/or UV exposure.
- For HFST applications, system and application details are governed by local DOT & AASHTO specification.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

LOCAL RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

LEGAL DISCLAIMER

KEEP CONTAINER TIGHTLY CLOSED •KEEP OUT OF REACH OF CHILDREN •NOT FOR INTERNAL CONSUMPTION •FOR INDUSTRIAL USE ONLY •FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to

use of the SIKA product.

Section 7. Item #C.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.** Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 201-933-8300.

Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
Phone: 800-933-7452
Fax: 201-933-6225

Sika Canada Inc.
601 Delmar Avenue
Pointe Claire
Quebec H9R 4A9
Phone: 514-697-2610
Fax: 514-694-2792

Sika Mexicana S.A. de C.V.
Carretera Libre Celaya Km. 8.5
Fracc. Industrial Balvanera
Corregidora, Queretaro
C.P. 76920
Phone: 52 442 2385800
Fax: 52 442 2250537



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