



# GEORGIA VERMONT

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## Selectboard Regular Meeting Monday, August 12, 2024 at 6:00 PM Chris Letourneau Meeting Room and via Zoom Agenda

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### Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmпиVmE1MXZSaWZWLzVadz09>

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
3. CHAIR UPDATE
4. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
5. SELECTBOARD MINUTES AND WARRANTS
  - A. Approval of Selectboard Regular Meeting Minutes for 7/22/2024
  - B. Approval of Warrant#23
6. 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.
7. CORRESPONDENCE
  - A. Emails to Selectboard Chair
8. UNFINISHED BUSINESS
  - A. 1% local tax
  - B. Personnel Policy
  - C. Ethics Policy
  - D. Bovat Rd
  - E. Sherwood Forest 3 Acre Rule
  - F. Town Electric Signs
  - G. Brick School House - upgrades
9. BOARD BUSINESS (Public comment on agenda items limited to 5 minutes)

- A. Dan Albright - Action to approve - Hiring of Watershed Consulting Associates  
Action to approve receipt of Construction Grant from Northern Lake Champlain Clean Water Service  
Action to approve permit to operate a motor vehicle on Falls Road Trail  
Fall Trail project agreement
- B.** School refund money - discussion on usage
- C. Georgia Highbridge - Bridge #10
- D.** Pre - buy propane for Library
- E.** Winter Salt and Sand - discussion
- F.** Old Stage rd Culvert - possible purchase
- G.** Mill River/Highbridge update
- H. Hazard Communications DRAFT Policy - review and discuss
- I. Cemetery sign - Acton to approve cost sharing with Fairfax
- J.** ERAF Payment - Signature needed.

**10. TOWN ADMINISTRATOR, TREASURER AND SELECTBOARD SUB COMMITTEES REPORTS**

- A.** Town Administrator -  
Philo update on install for Library and Town Office  
AED, CPR and Stop the Bleed training  
HR -  
Animal Ordinance - response from Steve Collier - Agency of Agriculture.  
Pavement Damage  
Sherwood Forest meeting with residents and Dave Rugh  
Fire Dept. Kiosk for payroll - update  
Water in the Garage  
FCSD- Monthly update and report
- B.** Treasurer -  
Taxes
- C.** Buildings
- D.** Budget and Finance
- E.** Personnel
- F.** Public Works/Grounds/Recreation  
Beach progress  
Beach Survey - Documents are being reviewed and fieldwork is being scheduled.  
Dock Discussion

G. Committees at the direction of the chair

**11. OTHER**

**12. PLAN NEXT MEETING AGENDA**

A. 08/26/2024

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

A. American Tower - update

**14. ADJOURN**

**TABLED ITEMS:**

**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.**

**Signed: Cheryl Letourneau, Town Administrator**

**Phone: 802-524-3524 | Fax: 802-524-3543 | Website: [townofgeorgia.com](http://townofgeorgia.com)**



# GEORGIA VERMONT

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## Selectboard Regular Meeting Monday, July 22, 2024 at 6:00 PM Chris Letourneau Meeting Room and via Zoom Minutes

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### Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWLzVadz09>

Meeting ID: 616 584 3896 | Passcode: 5243524

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

### 1. CALL TO ORDER

- **Selectboard Present** – Carl Rosenquist Chair, Brian Dunsmore, Kristina Senna
- **Selectboard Absent** – Devon Thomas Vice-Chair, Paul Jansen
- **Staff Present** – Lori Hobart, Dawn Penney, Doug Bergstrom
- **Staff Present Zoom** – Cheryl Letourneau
- **Public Present** – Heather Dunsmore, Carolyn Branagan
- **Public Present Zoom** – Ken Minck
- **At 6:00 p.m.** – C. Rosenquist called the meeting to order.

### 2. PLEDGE OF ALLEGIANCE

### 3. CHAIR UPDATE

### 4. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA

- C. Letourneau asked if they could talk about the fee for digging across the road and an approval of an Emergency Services Personnel application.
- K. Senna asked for those items to be added under Town Administrator business. C. Rosenquist agreed.

### 5. SELECTBOARD MINUTES AND WARRANTS

A. Approval of Selectboard Regular Meeting Minutes for 07.08.2024

- B. Dunsmore made a motion to approve the minutes of 07.08.2024, K. Senna seconded.
- Discussion was had on corrections that need to be made.

31 • B. Dunsmore made a motion to amend his motion to approve the 07.08.2024 minutes with  
32 corrections, K. Senna seconded the amendment. All in favor, amendment and motion  
33 carried.

34 B. Approval of Warrant #22

- 35 • K. Senna made a motion to approve Warrant #22 which includes payment to Lesley Combs,
- 36 B. Dunsmore seconded.
- 37 • K. Senna began to speak about appropriation payments but decided to wait until later when
- 38 it appears on the agenda.
- 39 • All in favor, motion carried.

40 **6. PUBLIC COMMENT (For items not on agenda)**

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

- 43 • C. Branagan spoke on two topics. She asked if the tax rate was going to be voted on this
- 44 evening. It was confirmed the vote was to happen this evening. C. Branagan said there was
- 45 no need for her to speak about that seeing it was already an agenda item. C. Branagan spoke
- 46 on the local 1% option tax. She warned it may not be helpful for our town. D. Bergstrom
- 47 said that he was already charged the 1% due to having a St. Albans zip code. He said he had
- 48 to call and have it removed.
- 49 • C. Branagan spoke of our town having two separate voting districts, where the lines were,
- 50 and which races were contested.
- 51 • K. Minck spoke of emailing L. Hobart, C. Letourneau, and the selectboard regarding the
- 52 Conservation Commission Project Funds (that he called ARPA) wanting to know why they
- 53 were deposited into the line-item account. L. Hobart said as she gets to know the system
- 54 better, she will take care of him. It will be fixed, and he will be corrected as soon as she
- 55 understands all the ramifications of making that change. K. Minck asked if we were going
- 56 to set up a septate account for those funds. L. Hobart said as soon as she has more
- 57 information, she will come up with a way to take care of it. K. Senna advised K. Minck that
- 58 he cannot call them ARPA funds because there are no more ARPA funds available. K.
- 59 Minck said he knew the name was changed but he is still calling them ARPA funds. K.
- 60 Minck asked where the money had been placed for the other people that had funds given to
- 61 them. K. Minck thanked L. Hobart.

62 **7. CORRESPONDENCE**

63 **8. UNFINISHED BUSINESS**

64 A. 1% Local Sales Tax

65 B. Personnel Policy

66 C. Ethics Policy

- 67 • C. Rosenquist reported that D. Thomas is currently working on a draft.

68 D. Bovat Road

69 E. Sherwood Forest 3-acre Rule

70 F. Town Electronic Signs

71 **9. BOARD BUSINESS (Public comment on agenda items limited to 5 minutes)**

72 A. Falls Gully - revised document to sign

- 73 • C. Rosenquist signed the revised document on behalf of the board.

74 B. Grants in Aid - FY 25. Action signatures needed

- 75 • K. Senna made a motion for the chair to sign the Grants in Action for FY 25 and to fix the
- 76 spelling of T. Cadieux’s name, B. Dunsmore seconded. All in favor, motion carried.

77 C. Animal Control - Action to update policy

- 78 • C. Letourneau reported that the Town of Georgia can now update the Animal Control
- 79 Ordinance document because the state has made changes to the classification of animals.
- 80 • B. Dunsmore requested to know why the state made these changes.
- 81 • There was a discussion on the procedure that must be followed in order to change an
- 82 ordinance. It was said that changing an ordinance is a minimum 45-day procedure.

83 D. Tax Rate - Action to Approve the Tax Rate

- 84 • K. Senna pointed out an error in the math of the tax rate packet.
- 85 • K. Senna made a motion to approve 2.1036 as the tax rate for homestead and 2.3903 as the
- 86 tax rate for non-homestead, B. Dunsmore seconded. All in favor, motion carried.
- 87 • L. Hobart reported \$134,000 refund for overpayment to the school district and they should
- 88 see it next week.

89 E. Appropriations - Action to set a date of payment for all appropriations.

- 90 • K. Senna asked for clarity on when appropriation payments are made and to whom.
- 91 • K. Senna made a motion to pay the Historical Society appropriation when the budget is
- 92 approved and pay all others in December, B. Dunsmore seconded. All in favor, motion
- 93 carried.

94 F. Junk Ordinance Officer - Action to appoint an Officer and complete paperwork

- 95 • K. Senna made a motion to authorize the Zoning Administrator to enforce the Junk
- 96 Ordinance and be the Junk Ordinance Officer, B. Dunsmore seconded. All in favor, motion
- 97 carried.

98 **10. TOWN ADMINISTRATOR, TREASURER AND SELECTBOARD SUB COMMITTEES’**  
99 **REPORTS**

100 A. Town Administrator

- 101 • Dig Rate – Addition
  - 102 ○ K. Senna made a motion to approve the fee increase from \$1,000 to \$5,000 for
  - 103 digging across the road. B. Dunsmore seconded.
  - 104 ○ B. Dunsmore amended the motion to have half of the money reimbursed 12-months
  - 105 after the project is completed and the other half reimbursed 24-months after the
  - 106 project is finished.
  - 107 ○ All in favor of the motion and the amendment, amended motion carried.
- 108 • Approve Emergency Medical Service Personnel Application - Addition

- 109 ○ K. Senna made a motion to approve the Emergency Medical Service Personnel
- 110 application for Nicole J. Marden, B. Dunsmore seconded. All in favor, motion
- 111 carried.
- 112 ● Human Resources
- 113 ○ There was discussion on the need for Human Resources services. Options that were
- 114 discussed were: Fairfax employed a retired person, other companies used an online
- 115 service, Gallagher-Flynn, VLCT, and the use of the town attorney. This will be
- 116 brought back to the next meeting with more information.
- 117 ● Mill River Rd- Bridge #28
- 118 ○ There was discussion on the easement that is needed to move forward. Contact will
- 119 be made with property owners. This will be brought back to the next meeting.
- 120 ● Pacif Grant
- 121 ○ C. Letourneau reported she was awarded a grant of \$2,477.13 to go toward the
- 122 payment of the lockdown button and camera at the town office. The monitors for the
- 123 library was not covered.
- 124 ● Emergency Call List
- 125 ○ C. Letourneau reported D. Penney was working on this and should have something
- 126 completed by next week.
- 127 ● Culvert on Old Stage Rd
- 128 ○ C. Letourneau reported on hearing from T. Cadieux that the culvert on Old Stage Rd
- 129 has started to fail due to the rain. T. Cadieux reported concrete was added as a
- 130 temporary fix. C. Letourneau suggested adding this to the Hazard Mitigation Grant
- 131 application she is currently working on. T. Cadieux reported the culvert may need to
- 132 increase in size and an estimate of \$100,000 - \$200,000 to complete the project.
- 133 ● Hazard Mitigation Grant for Highbridge and Culvert

134 B. Treasurer

135 C. Buildings

- 136 ● It was cautioned to have Lesley Combs wait on beginning his work until after the Rockets
- 137 Softball tournament that is happening this upcoming weekend. The hope is this work will
- 138 be completed before FallFest.

139 D. Budget and Finance

140 E. Personnel

141 F. Public Works/Grounds/Recreation

- 142 ● B. Dunsmore reported the possibility of having 3 or 4 sections of docks further out in the
- 143 lake and having a walkway placed to reach out that far. It was reported the fencing is
- 144 finished.
- 145 ● B. Dunsmore made a motion to have a Porta-Potty placed at the Georgia Beach until the
- 146 work is completed, K. Senna seconded. All in favor, motion carried.

147 G. Committees at the direction of the chair

148 **11. OTHER**

149 **12. PLAN NEXT MEETING AGENDA**

150 A. 08.12.2024

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

152 A. Escrow Agreement

153 B. American Tower - SB to decide next step

- 154 • At **7:45 p.m.** – B. Dunsmore made a motion to go into Executive Session, K. Senna  
155 seconded.
- 156 • B. Dunsmore made a motion to have the Town Administrator, Zoning Administrator, and  
157 the Treasurer join them in Executive Session; K. Senna seconded. All in favor, motion  
158 carried.
- 159 • At **8:25 p.m.** – K. Senna made a motion to exit Executive Session, B. Dunsmore seconded.  
160 All in favor, motion carried.
- 161 • K. Senna made a motion to have the Town Attorney negotiate a contract settlement with  
162 American Tower, B. Dunsmore seconded. All in favor, motion carried.
- 163 • B. Dunsmore made a motion for the Zoning Administrator in reference to Reno Vermont,  
164 the Escrow for driveway to get three quotes. If quotes are within 10% of each other to allow  
165 Zoning Administrator to move forward with Escrow. If the quotes are higher the Zoning  
166 administrator needs to go with the highest, K. Senna seconded. All in favor, motion carried.

167 **14. ADJOURN**

- 168 • At **8:28 p.m.** – K. Senna made a motion to adjourn, B. Dunsmore seconded. All in favor, motion  
169 carried.

170 **TABLED ITEMS:**

171

172 **Posted to the Town website, four designated places within the Town of Georgia (Town Clerk’s**  
173 **Office, Georgia Public Library, Maplefields & Georgia Market), and e-mailed to the local media.**

174 **Signed: Cheryl Letourneau, Town Administrator**

175 **Phone: 802-524-3524 | Fax: 802-524-3543 | Website: [townofgeorgia.com](http://townofgeorgia.com)**



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## Selectboard Emergency Meeting Tuesday, July 30, 2024 at 10:00 AM Town Clerk’s Office and via Zoom Minutes

### Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWLzVadz09>

Meeting ID: 616 584 3896 | Passcode: 5243524

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

### 1. CALL TO ORDER

- **Selectboard Present** – Carl Rosenquist Chair
- **Selectboard Remote** – Brian Dunsmore (Zoom), Paul Jansen (Phone), Kristina Senna (Zoom)
- **Selectboard Absent** – Devon Thomas Vice-Chair
- **Staff Present** – Cheryl Letourneau, Lori Hobart
- **At 10:00 a.m.** – C. Rosenquist called the emergency meeting to order.

### 2. SELECTBOARD SUB COMMITTEES AND REPORTS

#### A. UPDATE – Veteran’s Tax Rate

- L. Hobart informed the selectboard she ran an extra check on the numbers for the tax rate and discovered a slight change due to the Veteran’s Exemption. When this number was originally presented it was 0.0030 and when the number went through NEMRC it was 0.0031 which is a change of \$664.09.
- B. Dunsmore made a motion to accept the Veteran’s Exemption tax rate change to 0.0031, P. Jansen seconded. All in favor, motion approved.

### 3. OTHER

### 4. PLAN NEXT MEETING AGENDA

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

### 6. ADJOURN

- **At 10:06 a.m.** – B. Dunsmore made a motion to adjourn, K. Senna seconded. All in favor, motion carried.

33 **TABLED ITEMS:**

34

35 **Posted to the Town website, four designated places within the Town of Georgia (Town Clerk’s**  
36 **Office, Georgia Public Library, Maplefields & Georgia Market), and e-mailed to the local media.**

37 **Signed: Cheryl Letourneau, Town Administrator**

38 **Phone: 802-524-3524 | Fax: 802-524-3543 | Website: [townofgeorgia.com](http://townofgeorgia.com)**

DRAFT

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AFLAC	AFLAC	733506	102.00	0.00	102.00	E 81201	08/12/24
ALLSTCON	ALL STATES CONSTRUCTION, INC.	1117218 liquid calcium	5310.00	0.00	5310.00	3541	08/12/24
AMAZON	AMAZON CAPITAL SERVICES	1L7WWH3R6GND postage ink	129.77	0.00	129.77	3542	08/12/24
AMAZON	AMAZON CAPITAL SERVICES	1Q4GVRCY1NJD APC UPS	173.64	0.00	173.64	3542	08/12/24
AMAZON	AMAZON CAPITAL SERVICES	1Y97PCTMV6CD	94.73	0.00	94.73	3542	08/12/24
CANON	CANON FINANCIAL SERVICES, INC	33520759	342.57	0.00	342.57	3543	08/12/24
M JONES	CAROL ANN JONES	07.10.24 00	450.00	0.00	450.00	3544	08/12/24
STACITY	CITY OF ST ALBANS	5269 FY5 Emergency Dispatch	62658.00	0.00	62658.00	3545	08/12/24
COMCAST	COMCAST	-2588 072824 town office	14.95	0.00	14.95	E 81202	08/12/24
COMCAST	COMCAST	-3288 072424 town office	275.37	0.00	275.37	E 81203	08/12/24
COMCAST	COMCAST	-3304 071624 library	51.98	0.00	51.98	E 81204	08/12/24
COMCAST	COMCAST	-4377 072424 fire station	234.96	0.00	234.96	E 81205	08/12/24
COMCAST	COMCAST	-7269 072424 new highway garage	202.60	0.00	202.60	E 81206	08/12/24
COMCASTB	COMCAST BUSINESS	209089747	878.94	0.00	878.94	3546	08/12/24
PTCC	CREDIT CARD SERVICES	-5686 072524 Adobe	2670.43	0.00	2670.43	3547	08/12/24
EYE MED	FIDELITY SECURITY LIFE INSURAN	166401789	50.93	0.00	50.93	3548	08/12/24
GAP	GEORGIA AUTO PARTS	8239	44.14	0.00	44.14	3549	08/12/24
GAP	GEORGIA AUTO PARTS	8507 cable ties	11.70	0.00	11.70	3549	08/12/24
GAP	GEORGIA AUTO PARTS	8673 oil filter	8.33	0.00	8.33	3549	08/12/24
GAP	GEORGIA AUTO PARTS	9089 heat shrink tubing	2.11	0.00	2.11	3549	08/12/24
GOT THAT	GOT THAT RENTAL & SALES, INC.	129965 duoscreed	120.89	0.00	120.89	3550	08/12/24
GMP	GREEN MOUNTAIN POWER CORPORATI	-0000 072924 old garage	43.64	0.00	43.64	3551	08/12/24
GMP	GREEN MOUNTAIN POWER CORPORATI	-0001 072924 library well	31.59	0.00	31.59	3551	08/12/24
GMP	GREEN MOUNTAIN POWER CORPORATI	-0002 072924 library	413.60	0.00	413.60	3551	08/12/24
GMP	GREEN MOUNTAIN POWER CORPORATI	-0005 072924 town office	428.73	0.00	428.73	3551	08/12/24
GMP	GREEN MOUNTAIN POWER CORPORATI	-0006 072924 fire station	500.01	0.00	500.01	3551	08/12/24
GMP	GREEN MOUNTAIN POWER CORPORATI	-0009 072924 street lights	249.29	0.00	249.29	3551	08/12/24
GMP	GREEN MOUNTAIN POWER CORPORATI	-2626 072924 new town garage	381.69	0.00	381.69	3551	08/12/24
GMP	GREEN MOUNTAIN POWER CORPORATI	-3109 072924 stone bridge	31.16	0.00	31.16	3551	08/12/24
GMP	GREEN MOUNTAIN POWER CORPORATI	-4295 072924 salt shed	26.73	0.00	26.73	3551	08/12/24
GMP	GREEN MOUNTAIN POWER CORPORATI	-6206 072924 historical	27.58	0.00	27.58	3551	08/12/24
HARRISON	HARRISON QUARRY LLC	81099 concrete & forms	1243.60	0.00	1243.60	3552	08/12/24
HARRISON	HARRISON QUARRY LLC	81158 4000 PSI	1290.00	0.00	1290.00	3552	08/12/24
HARRISON	HARRISON QUARRY LLC	8566 3/4" clean	282.96	0.00	282.96	3552	08/12/24
J&L	J & L HARDWARE, INC.	515377 beach	280.73	0.00	280.73	3553	08/12/24
J&L	J & L HARDWARE, INC.	515555 beach	359.92	0.00	359.92	3553	08/12/24
J&L	J & L HARDWARE, INC.	515643 beach	28.90	0.00	28.90	3553	08/12/24
J&L	J & L HARDWARE, INC.	515723	39.98	0.00	39.98	3553	08/12/24
MRS	MILTON RENTAL & SALES INC	1-655558 ashpalt roller	172.50	0.00	172.50	3554	08/12/24
MINUTEMAN	MINUTEMAN PRESS	58729 envelopes	269.70	0.00	269.70	3555	08/12/24
MURRAYS	MURRAYS MOTORSPORTS LLC	1270 state inspect, tire chan	160.00	0.00	160.00	3556	08/12/24
MYERS	MYERS CONTAINER SERVICE CORP	22569 0724	186.99	0.00	186.99	3557	08/12/24
MYERS	MYERS CONTAINER SERVICE CORP	23576 0724	153.21	0.00	153.21	3557	08/12/24
NEMRC	NEW ENGLAND MUN RESOURCE CTR L	55378 payroll JE	110.00	0.00	110.00	3558	08/12/24
NE TRUCK	NEW ENGLAND TRUCK TIRE CENTERS	240162198009 245-75R17 Sumitomo	770.00	0.00	770.00	3559	08/12/24
NWSWD	NW VT SOLID WASTE MGT DISTRICT	25733 municipal assessment	6298.50	0.00	6298.50	3560	08/12/24
OMG	O'ROURKE MEDIA GROUP	387936 DRB warning	63.60	0.00	63.60	3561	08/12/24
P&P SEP	P&P SEPTIC SERVICE	T-625995 portable toilet rental	140.00	0.00	140.00	3562	08/12/24
PAYCHEX	PAYCHEX	5897484 time kiosk	75.00	0.00	75.00	E 81207	08/12/24
PIKEIN	PIKE INDUSTRIES INC	1288031 asphalt	717.60	0.00	717.60	3563	08/12/24

08/08/24

Town of Georgia, Vermont Accounts Payable

Section 5. Item #B. 2  
Georgia Treasurer

03:28 pm

Check Warrant Report # 23 Current Prior Next FY Invoices

For checks For Check Acct 01 (General Fund) 08/12/2024 To 08/12/2024

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
PLOUFFS	PLOUFFS MONUMENT CO INC	1272 corner posts	400.00	0.00	400.00	3564	08/12/24
POWERPLAN	POWERPLAN	10689848	139.32	0.00	139.32	3565	08/12/24
11239	ROWLEY	514459 diesel	1252.71	0.00	1252.71	3566	08/12/24
STITZEL	SP&F ATTORNEYS, P.C.	84774 American Tower	340.00	0.00	340.00	3567	08/12/24
UNIFIR	UNIFIRST CORPORATION	1080217652	93.85	0.00	93.85	3568	08/12/24
UNIFIR	UNIFIRST CORPORATION	1080218830	93.85	0.00	93.85	3568	08/12/24
UNIFIR	UNIFIRST CORPORATION	1080223572	93.85	0.00	93.85	3568	08/12/24
UNIFIR	UNIFIRST CORPORATION	1080224853	93.37	0.00	93.37	3568	08/12/24
UNIFIR	UNIFIRST CORPORATION	1080226126	105.82	0.00	105.82	3568	08/12/24
VGS	VERMONT GAS SYSTEMS INC	17054410729 fire station	74.45	0.00	74.45	3569	08/12/24
VGS	VERMONT GAS SYSTEMS INC	27059940729 new garage	52.91	0.00	52.91	3569	08/12/24
VGS	VERMONT GAS SYSTEMS INC	4678450729 town office	65.93	0.00	65.93	3569	08/12/24
VGS	VERMONT GAS SYSTEMS INC	4680900729 old garage	44.53	0.00	44.53	3569	08/12/24
VTSAFETY	VT DEPT OF PUBLIC SAFETY #7381	90468	914.81	0.00	914.81	3570	08/12/24
VTSAFETY	VT DEPT OF PUBLIC SAFETY #7381	90472	272.34	0.00	272.34	3570	08/12/24
WBMASON	W.B. MASON CO., INC.	247917116 beach supplies	172.76	0.00	172.76	3571	08/12/24
WBMASON	W.B. MASON CO., INC.	248043544 supplies / water	232.72	0.00	232.72	3571	08/12/24
WBMASON	W.B. MASON CO., INC.	CM2936509	-18.00	0.00	-18.00	3571	08/12/24
WBMASON	W.B. MASON CO., INC.	CM2950224 deposit return	-36.00	0.00	-36.00	3571	08/12/24
WATER CON	WATERSHED CONSULTING ASSOCIATE	2024-2170 Falls Trail South Gully	1745.00	0.00	1745.00	3572	08/12/24
Report Total			94,739.47	0.00	94,739.47		

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 \$ \*\*\*\*94,739.47 Let this be your order for the payments of these amounts.

\_\_\_\_\_  
Carl Rosenquist (Chair)

\_\_\_\_\_  
Devon Thomas (Vice Chair)

\_\_\_\_\_  
Brian Dunsmore

\_\_\_\_\_  
Paul Jansen

\_\_\_\_\_  
Kristina Senna

08/08/24  
03:14 pm

Town of Georgia, Vermont Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 08/12/24

Section 5. Item #B. # 6  
Georgiatreasurer

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
AFLAC	AFLAC	733506	07/13/24	08/01/24	01			
		1-2-00-05-10.38	AFLAC Withholding			102.00	0.00	0.00
ALLSTCON	ALL STATES CONSTRUCTION,	1117218	07/22/24	08/12/24	01	liquid calcium		
		1-7-10-05-55.30	Dust Control			5,310.00 ✓	0.00	0.00
AMAZON	AMAZON CAPITAL SERVICES	1L7WWH3R6GND	07/22/24	08/12/24	01	postage ink		
		1-7-05-20-21.00	Admin Postage			129.77	0.00	0.00
		1Q4GVRCY1NJJD	07/23/24	08/12/24	01	APC UPS		
		1-7-05-20-22.00	Admin Office Supplies			173.64	0.00	0.00
		1Y97PCTMV6CD	07/15/24	08/12/24	01			
		1-7-05-70-22.00	Library Supplies			45.95	0.00	0.00
		1-7-05-70-22.10	Library Childrens Books			38.79	0.00	0.00
		1-7-05-70-44.05	Library Educational Progr			9.99	0.00	0.00
Invoice 1Y97PCTMV6CD Total						94.73	0.00	0.00
Total For AMAZON CAPITAL SERVICES						398.14	0.00	0.00
CANON	CANON FINANCIAL SERVICES,	33520759	07/13/24	08/12/24	01			
		1-7-05-20-22.10	Admin Copier Expense			342.57	0.00	0.00
M JONES	CAROL ANN JONES	07.10.24	07/08/24	07/08/24	01 00			
		1-7-05-65-64.00	Parks/Rec Community Event			450.00	0.00	0.00
STACITY	CITY OF ST ALBANS	5269	07/10/24	08/12/24	01	FY5 Emergency Dispatch.		
		1-7-05-30-20.00	Dispatching Services			62,658.00	0.00	0.00
COMCAST	COMCAST	-2588 072824	07/28/24	08/12/24	01	town office		
		1-7-05-28-30.50	Town Hall Utilities			14.95	0.00	0.00
		-3288 072424	07/24/24	08/12/24	01	town office		
		1-7-05-28-30.50	Town Hall Utilities			275.37	0.00	0.00
		-3304 071624	07/11/24	08/11/24	01	library		
		1-7-05-28-30.30	Library Utilities			51.98	0.00	0.00
		-4377 072424	07/24/24	08/12/24	01	fire station		
		1-7-05-28-30.25	Fire & Rescue Utilities			234.96	0.00	0.00
		-7269 072424	07/24/24	08/12/24	01	new highway garage		
		1-7-05-28-30.70	New Hwy Garage Utilities			202.60	0.00	0.00
Total For COMCAST						779.86	0.00	0.00
COMCASTB	COMCAST BUSINESS	209089747	07/01/24	08/12/24	01			
		1-7-05-28-30.50	Town Hall Utilities			422.92	0.00	0.00

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Town of Georgia, Vermont Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 08/12/24

Section 5. Item #B. f 6  
Georgia Treasurer

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
	1-7-05-28-30.25		Fire & Rescue Utilities			257.19	0.00	0.00
	1-7-05-28-30.30		Library Utilities			109.49	0.00	0.00
	1-7-05-28-30.70		New Hwy Garage Utilities			89.34	0.00	0.00
Invoice 209089747 Total						878.94	0.00	0.00
PTCC	CREDIT CARD SERVICES	-5686 072524		07/25/24	08/12/24 01	Adobe		
	1-7-05-20-44.07		Computer Software & Licen			2,670.43	0.00	0.00
EYE MED	FIDELITY SECURITY LIFE IN	166401789		08/01/24	08/12/24 01			
	1-2-00-05-10.37		Vision Withholding			50.93	0.00	0.00
GAP	GEORGIA AUTO PARTS	8239		07/16/24	08/12/24 01			
	1-7-05-28-45.20		Town Beach Bldg. Maint			7.80	0.00	0.00
	1-7-05-28-45.20		Town Beach Bldg. Maint			6.58	0.00	0.00
	1-7-10-30-62.00		Hwy Parts & Supplies			21.99	0.00	0.00
	1-7-10-30-62.00		Hwy Parts & Supplies			7.77	0.00	0.00
Invoice 8239 Total						44.14	0.00	0.00
	8507			07/22/24	08/12/24 01	cable ties		
	1-7-05-28-45.20		Town Beach Bldg. Maint			11.70	0.00	0.00
	8673			07/25/24	08/12/24 01	oil filter		
	1-7-10-30-62.90		2022 GMC Sierra Repairs			8.33	0.00	0.00
	9089			08/02/24	08/12/24 01	heat shrink tubing		
	1-7-10-30-62.00		Hwy Parts & Supplies			2.11	0.00	0.00
Total For GEORGIA AUTO PARTS						66.28	0.00	0.00
GOT THAT	GOT THAT RENTAL & SALES,	129965		07/24/24	08/12/24 01	duoscreed		
	1-7-05-28-45.20		Town Beach Bldg. Maint			120.89	0.00	0.00
GRNMTNELE	GREEN MOUNTAIN ELECTRIC S	S4777815		03/22/24	04/22/24 01	Return of Elec. Supplies		
	1-7-10-30-62.00		Hwy Parts & Supplies			-511.83	0.00	0.00
	S4836391			05/10/24	05/29/24 01			
	1-7-05-28-45.50		Town Hall Building Maint.			87.80	0.00	0.00
	S4836391.001			05/10/24	06/10/24 01	outside outlets @ office		
	1-7-05-28-45.50		Town Hall Building Maint.			87.80	0.00	0.00
	S4860885.001			05/30/24	06/24/24 01			
	1-7-05-28-45.20		Town Beach Bldg. Maint			8.55	0.00	0.00
	S4913365.001			07/11/24	08/12/24 01			
	1-7-05-28-45.70		New Hwy Bldg. Maint.			26.59	0.00	0.00
Total For GREEN MOUNTAIN ELECTRIC SUPPLY						-301.09	0.00	0.00

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Town of Georgia, Vermont Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
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Section 5. Item #B. # 6  
Georgia Treasurer

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
GMP GREEN MOUNTAIN POWER CORP	-0000	072924	07/29/24	08/12/24	01	old garage		
	1-7-05-28-30.35		Old Hwy Garage Utilities			43.64	0.00	0.00
	-0001	072924	07/29/24	08/12/24	01	library well		
	1-7-05-28-30.30		Library Utilities			31.59	0.00	0.00
	-0002	072924	07/29/24	08/12/24	01	library		
	1-7-05-28-30.30		Library Utilities			413.60	0.00	0.00
	-0005	072924	07/29/24	08/12/24	01	town office		
	1-7-05-28-30.50		Town Hall Utilities			428.73	0.00	0.00
	-0006	072924	07/29/24	08/12/24	01	fire station		
	1-7-05-28-30.25		Fire & Rescue Utilities			500.01	0.00	0.00
	-0009	072924	07/29/24	08/12/24	01	street lights		
	1-7-05-28-30.75		Streetlight Electricity			249.29	0.00	0.00
	-2626	072924	07/29/24	08/12/24	01	new town garage		
	1-7-05-28-30.70		New Hwy Garage Utilities			381.69	0.00	0.00
	-3109	072924	07/29/24	08/12/24	01	stone bridge		
1-7-05-28-45.50		Town Hall Building Maint.			31.16	0.00	0.00	
-4295	072924	07/29/24	08/12/24	01	salt shed			
1-7-05-28-30.35		Old Hwy Garage Utilities			26.73	0.00	0.00	
-6206	072924	07/29/24	08/12/24	01	historical			
1-7-05-28-30.50		Town Hall Utilities			27.58	0.00	0.00	
Total For GREEN MOUNTAIN POWER CORPORATION						2,134.02	0.00	0.00
HARRISON HARRISON QUARRY LLC	81099		07/18/24	08/12/24	01	concrete & forms		
	1-7-05-28-45.20		Town Beach Bldg. Maint			1,243.60	0.00	0.00
	81158		07/23/24	08/12/24	01	4000 PSI		
	1-7-05-28-45.20		Town Beach Bldg. Maint			1,290.00	0.00	0.00
	8566		07/22/24	08/12/24	01	3/4" clean		
	1-7-05-28-45.20		Town Beach Bldg. Maint			282.96	0.00	0.00
Total For HARRISON QUARRY LLC						2,816.56	0.00	0.00
J&L J & L HARDWARE, INC.	515377		07/19/24	08/12/24	01	beach		
	1-7-05-28-45.20		Town Beach Bldg. Maint			280.73	0.00	0.00
	515555		07/23/24	08/12/24	01	beach		
	1-7-05-28-45.20		Town Beach Bldg. Maint			359.92	0.00	0.00

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Town of Georgia, Vermont Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 08/12/24

Section 5. Item #B. # 6  
Georgia Treasurer

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
	515643		07/24/24	08/12/24	01 beach			
	1-7-05-28-45.20	Town Beach Bldg. Maint				28.90	0.00	0.00
	515723		07/25/24	08/12/24	01			
	1-7-05-28-45.20	Town Beach Bldg. Maint				39.98	0.00	0.00
Total For J & L HARDWARE, INC.						709.53	0.00	0.00
MRS	MILTON RENTAL & SALES INC	1-655558	07/25/24	08/12/24	01 asphalt roller			
	1-7-10-30-52.25	Hwy Equipment Rental				172.50	0.00	0.00
MINUTEMAN	MINUTEMAN PRESS	58729	08/01/24	08/12/24	01 envelopes			
	1-7-05-20-22.00	Admin Office Supplies				269.70	0.00	0.00
MURRAYS	MURRAYS MOTORSPORTS LLC	1270	08/01/24	08/12/24	01 state inspect, tire chang			
	1-7-10-30-62.90	2022 GMC Sierra Repairs				160.00	0.00	0.00
MYERS	MYERS CONTAINER SERVICE C	22569 0724	07/29/24	08/12/24	01			
	1-7-05-28-30.25	Fire & Rescue Utilities				46.74	0.00	0.00
	1-7-05-28-30.30	Library Utilities				46.75	0.00	0.00
	1-7-05-28-30.50	Town Hall Utilities				46.75	0.00	0.00
	1-7-05-28-30.70	New Hwy Garage Utilities				46.75	0.00	0.00
Invoice 22569 0724 Total						186.99	0.00	0.00
	23576 0724		07/29/24	08/12/24	01			
	1-7-05-28-30.20	Town Beach Utilities				153.21	0.00	0.00
Total For MYERS CONTAINER SERVICE CORP						340.20	0.00	0.00
NEMRC	NEW ENGLAND MUN RESOURCE	55378	07/29/24	08/12/24	01 payroll JE			
	1-7-05-05-44.00	Admin Consultant Services				110.00	0.00	0.00
NE TRUCK	NEW ENGLAND TRUCK TIRE CE	240162198009	07/31/24	08/12/24	01 245-75R17 Sumitomo			
	1-7-10-30-62.90	2022 GMC Sierra Repairs				770.00	0.00	0.00
NWSWD	NW VT SOLID WASTE MGT DIS	25733	07/01/24	08/12/24	01 municipal assessment			
	1-7-30-95-00.85	NW Solid Waste				6,298.50	0.00	0.00
OMG	O'ROURKE MEDIA GROUP	387936	07/31/24	08/12/24	01 DRB warning			
	1-7-05-20-25.00	Printing/Publishing				63.60	0.00	0.00
P&P SEP	P&P SEPTIC SERVICE	T-625995	07/18/24	07/20/24	01 portable toilet rental			
	1-7-05-65-64.00	Parks/Rec Community Event				140.00	0.00	0.00
PAYCHEX	PAYCHEX	5897484	07/05/24	07/20/24	01 time kiosk			
	1-7-05-05-45.00	Admin Contracted Services				75.00	0.00	0.00

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Town of Georgia, Vermont Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
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Section 5. Item #B. of 6  
Georgia Treasurer

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct		Invoice Amount	Discenc. Amount	Discount Amount	
PIKEIN	PIKE INDUSTRIES INC	1288031	07/29/24	08/12/24	01	asphalt				
		1-7-10-05-45.15	Paving/blacktop				717.60	0.00	0.00	
PLOUFFS	PLOUFFS MONUMENT CO INC	1272	07/25/24	08/12/24	01	corner posts				
		1-7-05-28-45.10	Cemetery Maintenance				400.00	0.00	0.00	
POWERPLAN	POWERPLAN	10689848	07/22/24	08/12/24	01					
		1-7-10-30-62.00	Hwy Parts & Supplies				139.32	0.00	0.00	
11239	ROWLEY	514459	07/30/24	08/12/24	01	diesel				
		1-7-10-30-51.00	Fuels And Oils				1,252.71	0.00	0.00	
27797	ROWLEY FUELS PROPANE, LLC	511800	05/08/24	05/29/24	01					
		1-7-05-28-30.30	Library Utilities				1,068.64	0.00	0.00	
		STMT 050124	05/14/24	05/29/24	01	statement 050124 credit o				
		1-7-05-28-30.30	Library Utilities				-1,671.58	0.00	0.00	
Total For ROWLEY FUELS PROPANE, LLC								-602.94	0.00	0.00
STITZEL	SP&F ATTORNEYS, P.C.	84774	07/22/24	08/12/24	01	American Tower				
		1-7-05-05-43.00	Legal Expenses				340.00	0.00	0.00	
UNIFIR	UNIFIRST CORPORATION	1080217652	06/12/24	08/12/24	01					
		1-7-10-40-18.00	Highway Uniforms/Boots				93.85	0.00	0.00	
		1080218830	06/19/24	08/12/24	01					
		1-7-10-40-18.00	Highway Uniforms/Boots				93.85	0.00	0.00	
		1080223572	07/17/24	08/12/24	01					
		1-7-10-40-18.00	Highway Uniforms/Boots				93.85	0.00	0.00	
		1080224853	07/24/24	08/12/24	01					
		1-7-10-40-18.00	Highway Uniforms/Boots				93.37	0.00	0.00	
		1080226126	07/31/24	08/12/24	01					
		1-7-10-40-18.00	Highway Uniforms/Boots				105.82	0.00	0.00	
Total For UNIFIRST CORPORATION								480.74	0.00	0.00
VGS	VERMONT GAS SYSTEMS INC	17054410729	07/29/24	08/12/24	01	fire station				
		1-7-05-28-30.25	Fire & Rescue Utilities				74.45	0.00	0.00	
		27059940729	07/29/24	08/12/24	01	new garage				
		1-7-05-28-30.70	New Hwy Garage Utilities				52.91	0.00	0.00	
		4678450729	07/29/24	08/12/24	01	town office				
		1-7-05-28-30.50	Town Hall Utilities				65.93	0.00	0.00	

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Town of Georgia, Vermont Accounts Payable  
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Section 5. Item #B. of 6  
GeorgiaTreasurer

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
	4680900729		07/29/24	08/12/24	01	old garage		
	1-7-05-28-30.35		Old Hwy Garage Utilities			44.53	0.00	0.00
Total For VERMONT GAS SYSTEMS INC						237.82	0.00	0.00
VTSAFETY VT DEPT OF PUBLIC SAFETY	90468		07/31/24	08/12/24	01			
	1-7-05-30-45.05		Law Enforcement			914.81	0.00	0.00
	90472		07/31/24	08/12/24	01			
	1-7-05-30-45.05		Law Enforcement			0.00	0.00	0.00
	1-7-05-30-45.05		Law Enforcement			272.34	0.00	0.00
Invoice 90472 Total						272.34	0.00	0.00
Total For VT DEPT OF PUBLIC SAFETY #73816						1,187.15	0.00	0.00
WBMASON W.B. MASON CO., INC.	247917116		07/19/24	08/12/24	01	beach supplies		
	1-7-05-65-22.00		Parks/Rec Supplies			172.76	0.00	0.00
	248043544		07/25/24	08/12/24	01	supplies / water		
	1-7-05-65-22.00		Parks/Rec Supplies			170.27	0.00	0.00
	1-7-10-30-55.10		Hwy Office Supplies			62.45	0.00	0.00
Invoice 248043544 Total						232.72	0.00	0.00
	CM2936509		07/19/24	08/12/24	01			
	1-7-10-30-55.10		Hwy Office Supplies			-18.00	0.00	0.00
	CM2950224		07/25/24	08/12/24	01	deposit return		
	1-7-10-30-55.10		Hwy Office Supplies			-36.00	0.00	0.00
Total For W.B. MASON CO., INC.						351.48	0.00	0.00
WATER CON WATERSHED CONSULTING ASSO	2024-2170		04/23/24	05/23/24	01	Falls Trail South Gully		
	Z-7-05-80-52.22		GCC Route 104A Gully Rest			1,745.00	0.00	0.00
Report Grand Total						93,835.44	0.00	0.00

\$ 94,739.47

Fund Totals	Expenditures	Dis-Encumbrance
1	92,090.44	0.00
Z	1,745.00	0.00
	93,835.44	0.00

## MEMORANDUM

**TO:** Town of Georgia Selectboard

**FROM:** Ken Minck, Georgia Conservation Commission  
& Dan Albrecht, Northern Lake Champlain Clean Service Provider (CWSP)

**DATE:** August 6, 2024

**RE:** Approve receipt of Construction Grant: Falls Road Trail Gully Repair & Stormwater Improvements

---

We are pleased to notify you that the Northern Lake Champlain Clean Water Service Provider and its Basin Water Quality Council approved the award of a CONSTRUCTION GRANT to the Town of Georgia's Conservation Commission for the Falls Road Trail Gully Repair and Stormwater Improvements project. [ See attached grant application. ]

- The amount of the award is \$57,000 which covers the Construction Management Services, the Construction itself as well as provides Contingency funds.
- The full ensemble of Construction Management Services (assist town with bid solicitation, construction oversight, etc.) will be provided by Watershed Consulting Associates which is the same firm that prepared the Final Design.
- Construction services will be competitively procured.
- No match funds are required from the Town.
- It is planned that the project will be constructed no later than the end of 2024.

The CWSP wishes to thank the Town of Georgia and its Conservation Commission for leading this project which will have major phosphorus reduction benefits to improve the quality of the Mill River and Lake Champlain!

If acceptable to the Selectboard, please sign the attached Grant Task Order. Thank you.

Please contact us if you have any questions. Thank you! Sincerely:

Ken Minck  
Georgia Conservation Commission  
[kcmink@gmail.com](mailto:kcmink@gmail.com)  
802-370-0765

Dan Albrecht, Manager  
Northern Lake Champlain CWSP  
[dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)  
802-324-4642

CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION  
IN ITS CAPACITY AS BASIN 5 CLEAN WATER SERVICE PROVIDER

GRANT TASK ORDER TO  
TOWN OF GEORGIA PURSUANT TO MASTER AGREEMENT CWSP-2023-FNLC

PROJECT: FALLS ROAD TRAIL GULLY STABILIZATION – IMPLEMENTATION-GEORGIA

TOA Number: 200.2

1. Parties: This Task Order Agreement is for services between the **Chittenden County Regional Planning Commission**, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with its principal place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404-2109, (hereinafter called “CCRPC”) and **TOWN OF GEORGIA** with its principal place of business at **47 TOWN COMMON ROAD NORTH ST. ALBANS, VT 05478** (hereinafter called “SUBGRANTEE”). Subgrantee is required by law to have a Business Account Number from the Vermont Department of Taxes.
  
2. Subject Matter & Scope of Work: Detailed services to be provided by the SUBGRANTEE are described in **ATTACHMENT A – FALLS ROAD TRAIL GULLY STABILIZATION – IMPLEMENTATION-GEORGIA**
  
3. Maximum Amount: In consideration of the services to be performed by CONTRACTOR, the CCRPC agrees to pay SUBGRANTEE, in accordance with the payment provisions specified in the Master Agreement, a sum not to exceed **FIFTY-SEVEN THOUSAND DOLLARS (\$57,000)**.
  
4. Agreement Term: The period of SUBGRANTEE’S performance shall begin on **AUGUST 12, 2024, and end on December 31, 2024.**

Except as modified by this Task Order Agreement, all other provisions of the original Master Agreement dated 3/20/2023 shall remain in full force and effect.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CHITTENDEN COUNTY  
REGIONAL PLANNING COMMISSION

(SUBGRANTEE)

BY \_\_\_\_\_  
Christopher A. Shaw, CHAIR

BY \_\_\_\_\_

Print Name: \_\_\_\_\_

**ATTACHMENT A: SCOPE OF WORK and PROJECT SCHEDULE**

Project Title: <b>FALLS ROAD TRAIL GULLY STABILIZATION – IMPLEMENTATION-GEORGIA</b>
Watershed Project Database Number: 11965
Project Phase(s) funded through this task order (may check more than one box if applicable): <input type="checkbox"/> Identification / Assessment <input type="checkbox"/> Project Development <input type="checkbox"/> Preliminary Design <input type="checkbox"/> Final Design <b>X Implementation</b>
Project Location including watershed/sub-watershed, nearby landmarks, roads, etc. Falls Road trail 624 meters from Cline Rd.  Project GPS coordinates 44.77351, -73.13806

Purpose: This Basin 5 Water Quality Formula Restoration Subgrant is to complete Final (100%) Design for one to two gullies to be repaired with stone gabions and for the installation of several waterbars in the trail as well as possibly various level sp

The SUBGRANTEE shall

- A. meet all required milestones and deliverables for this project type as detailed in the Clean Water Initiative Program (CWIP) [FY23 funding policy](#) issued December 2022 or the most recent version promulgated by the CWIP.

<b>Project Type:</b> Stormwater Implementation
<b>Definition:</b> Implementation of high priority Tier 1 or Tier 2 stormwater management practice(s) that collect, store, infiltrate, and filter runoff that contains nutrient, sediment and/or other contaminant pollution from existing impervious, hard (e.g., paved) surfaces associated with developed/urban/suburban areas. Permit(s), access license(s)/easement(s), and operation and maintenance plan(s) are in place prior to construction. Refer to most updated Vermont Stormwater Management Manual for more information on Tier 1 and Tier 2 practices.
<b>Performance Measures:</b> Gully Stabilization (100 ft. x 18 ft. x 10 ft.) >>> 23.37kg/phosphorus (P) Infiltration Basin (1.02 in./hr) >>> 0.75 kg/P
<b>Milestones:</b> Project initiated 10-year (minimum) DEC <b>Operation and Maintenance (O&amp;M) Plan</b> signed by O&M responsible party [ALREADY COMPLETED] 10-year (minimum) <b>access license or easement</b> (if applicable) signed by landowner [ALREADY COMPLETED] Proposal/bid solicitations issued, pre-bid site visits, and contractors selected/contracted (if applicable) Required permits secured

<p>Pre-construction kick-off meeting, walk through of the site with plans, evaluate any needs/issues/considerations for plan adjustments</p> <p><b>Clean Water Project Sign</b> installed during construction if the project is considered publicly visible [ CCRPC WILL PROVIDE SIGN ]</p> <p>Stormwater BMP(s) implemented, final construction walkthrough</p> <p><b>Other permit-required activities completed or elements installed</b> (if applicable), <b>VDHP Treatment Plan implementation</b> (if applicable)</p> <p>Return of <b>Clean Water Project sign</b> to host site (if applicable)</p> <p>Project complete</p>
<p><b>Deliverables</b></p> <p><b>Photo(s)</b> of site(s) pre-implementation [ALREADY COMPLETED]</p> <p>Permit documentation (if applicable)</p> <p>Signed 10-year (minimum) DEC <b>Operation and Maintenance Plan</b> [ALREADY COMPLETED]</p> <p>Signed 10-year (minimum) <b>access license or easement</b> [ALREADY COMPLETED]</p> <p><b>As-built drawings or red-lined 100% designs</b> with a list of change orders describing adjustments made during construction.</p> <p><b>Photo(s)</b> of site(s) post-implementation, including photo of <b>Clean Water Project Sign</b> (if applicable)</p> <p><b>Media announcement</b></p> <p><b>Final Performance Report or ANR Online Clean Water Project - Project Closeout Form</b> (CCRPC will provide completed draft)</p>

In particular, CCRPC wishes to highlight the following key provisions of the funding policy as relates to this particular Formula subgrant:

- B. comply with any specific DEC staff prescriptions reported in the Natural Resources Screening Form submitted by Subgrantee.
- C. regardless of whether or not an invoice to CCRPC is submitted, on a quarterly schedule (approximately every June, October, December and March), provide a brief verbal or email update on the project when requested by CCRPC so that CCRPC can use the information to populate their required quarterly reports to DEC on Basin 5 CWSP activities.
- D. follow the proposed scope of work and budget as detailed in the attached original grant application or any CCRPC approved revisions thereto.
- E. Budget categories applicable to this project are as follows:

SUBCONTRACTORS	\$57,000
----------------	----------

- F. Collect information on the project consistent with the required data fields identified in Chapter 8, Data Management of the Act 76 Guidance available at <https://dec.vermont.gov/sites/dec/files/WID/Act76/Chapter%208%20-%20Data%20Management%20Guidance%20-%202003-09-23.pdf>
- G. provide updated information on the project via the Clean Water Project ANR Online Forms and the Watershed Projects Database within 30 days of the completion of the project.
- H. Collect information on the project consistent with the required data fields identified in Chapter 8, Data Management of the Act 76 Guidance available at <https://dec.vermont.gov/sites/dec/files/WID/Act76/Chapter%208%20-%20Data%20Management%20Guidance%20-%202003-09-23.pdf>
- I. provide updated information on the project via the Clean Water Project ANR Online Forms and the Watershed Projects Database within 30 days of the completion of the project.



**Water Quality Restoration Formula Subgrant Application Form (Feb. 2024)**

Submit this form and required attachments in accordance with the following schedule along with other required documents noted in the [Ongoing Call for Applications](#) for consideration at a future Basin 5 Water Quality Council meeting.

<b>Deadline for Subgrant Application, by 5 p.m. EDT to <a href="mailto:dalbrecht@ccrpcvt.org">dalbrecht@ccrpcvt.org</a></b>	<b>Date of Basin 5 Water Quality Council meeting for consideration of Application (virtual, 10 a.m., EDT)</b>
Monday, March 11, 2024	Thursday, March 21, 2024
Monday, April 8, 2024	Thursday, April 18, 2024
Monday, May 6, 2024	Thursday, March 16, 2024
Monday, June 10, 2024	Thursday, June 20, 2024
Monday, July 8, 2024	Thursday, July 18, 2024

**Project Eligibility**

Please Review the following eligibility documents before completing this application:

- 1) *FY23 Clean Water Initiative Program Funding Policy* ([click here](#))
- 2) *Act 76, Clean Water Service Provider Rule and Guidance & explanatory materials* ([click here](#))

Is the portion of the project that you are seeking funding considered non-regulatory and voluntary? i.e., the portion of the phosphorus being treated/reduced is not a required or compelled element of a regulatory permit (e.g. MS4 permit, MRGP, 3-9050 permit, wetland permit, etc.) or a legal settlement. <b>(Answer must be YES to proceed).</b>	Yes
Does your project type meet the applicable definitions and minimum standards as provided in the CWIP Funding Policy <b>(Answer must be YES to proceed).</b>	Yes
Has your organization/municipality been pre-qualified to receive subgrants from the CCRPC / Basin 5 Clean Water Service Provider? If No, please submit Qualification Materials along with your application to <a href="mailto:dalbrecht@ccrpcvt.org">dalbrecht@ccrpcvt.org</a> . Qualification Materials templates are available at <a href="https://www.ccrpcvt.org/northern-lake-champlain-cwsp/#funding">https://www.ccrpcvt.org/northern-lake-champlain-cwsp/#funding</a>	Yes
Have you discussed your application with the DEC Basin Planner, Karen Bates or with Dan Albrecht the Basin 5 CWSP Manager? If not, we encourage you to do so, prior to your proposal being deliberated on by the Basin 5 Water Quality Council.	Yes
Note: Projects with a phosphorus reduction cost efficiency of more than \$50,000 per kilogram over a 15-year life span must have their application discussed with Mr. Albrecht and the Water Quality Council via a formal pre-proposal. If this is applicable to your project have you contacted Mr. Albrecht to receive a pre-proposal form? <b>(Answer must be YES to proceed).</b>	Yes

**1. APPLICANT INFORMATION**

Organization/Municipality Name: Georgia Conservation Commission (GCC) Town of Georgia

Name of Point of Contact: Ken Minck Title: GCC member

Mailing Address: 47 Town Common Rd St. Albans VT 05478

Phone Number: 8023700765

E-mail Address: kcmminck@gmail.com

**2. PROJECT INFORMATION**

Project Title: Falls Road Trail Gully Stabilization – Stormwater Implementation - Georgia The project addresses an existing eroding gully adjacent to Falls Road that was created as a result of concentrated stormwater from the developed landscape. The natural drainage patterns, distributed overland flow through a forested landscape, have been altered as a direct result of this development and the resultant concentrated and unmanaged stormwater runoff that outlets to this eroding gully. The gully then conveys this runoff to the Mill River. The proposed project will infiltrate this stormwater via a basin adjacent to the Road with any overflow treated via a plunge pool with gabion walls at the head of the gully. The bed of the gully itself will be armored with stone to prevent any further erosion.

Watershed Project Database Number: 11965

Project Type (according to [Appendix B Project Types Table](#) of the 2023 CWIP Funding Policy) : Roads/Stormwater gully implementation (18)

Project Phase you are seeking funding for (may check more than one box if applicable):  
 Identification / Assessment       Project Development  
 Preliminary Design               Final Design               Implementation/Construction

Project Location including watershed/sub-watershed, nearby landmarks, roads, etc.  
Basin 5 Falls trail 624 meters from Cline Rd.  
Project GPS coordinates 44.77351, -73.13806  
Project Locator Map **SEE ATTACHED FINAL DESIGN REPORT**

**3. PROJECT DESCRIPTION**

*PROJECT OVERVIEW Please describe the proposed project in detail, especially the phosphorus reduction practices that will be developed, designed and/or implemented with the grant funds you are seeking. Submit descriptive documents such as design cost proposals, excerpts from any prior studies, prior conceptual or final designs and other documents that may be useful for application reviewers.*

The project addresses an existing eroding gully adjacent to Falls Road that was created as a result of concentrated stormwater from the developed landscape. The natural drainage patterns, distributed overland flow through a forested landscape, have been altered as a direct result of this development and the resultant concentrated and unmanaged stormwater runoff that outlets to this eroding gully. The gully then conveys this runoff to the Mill River. The proposed project will infiltrate this stormwater via a basin adjacent to the Road with any overflow treated via a plunge pool with gabion walls at the head of the

gully. The bed of the gully itself will be armored with stone to prevent any further erosion. See attached Final Design Report.

**4. Estimated annual average total phosphorus load reduction (kg/yr) & cost-effectiveness**

a. Using pollution reduction calculator tools consistent with the methods included in DEC’s [Standard Operating Procedures \(SOPs\) for Tracking and Accounting of Phosphorous](#), what is the estimated annual average total phosphorus load reduction in kilograms per year of your proposed project? **Submit a copy of the output from the calculation.** *[If your proposed project consists of project identification/assessment or development, provide your best estimate of the types of projects you hope to investigate and their typical phosphorus reduction benefits.]*

24.12 kg/year (see attached final design report)

b. Using the following formula, what is the Cost Effectiveness of your project:

Cost effectiveness (\$/kg/yr) = (15 years/design life years of your project) \* (total capital project cost (dollars) for design and construction) / (annual average total phosphorus source load reduction (kg/yr.). Note: we realize final construction costs may not be known with certainty. Use your best estimate. Type in the calculation for your project below. *[If your proposed project consists of project identification/assessment or development, provide your best estimate of the types of projects you hope to investigate and their typical phosphorus reduction benefits.]*

$$= 15 \text{ years} / 15 \text{ years} = 1 \times (\text{Final Design-}\$34,385 + \text{Construction-}\$57,000) = \$91,385 / 24.12 \text{ kg.} = =\$3,789 \text{ per kilograms per year}$$

**5. APPLICATION REQUEST BUDGET ....See Final Design Report and RFP for Construction Management services.**

Expense/Item	Grant Request	Leverage / Match Funds	Sub-Totals
<b>APPLICANT</b>			
Project Management/Completion (including salary/hourly costs and fringe benefits). Include any volunteers or ad hoc employees if applicable.			
<b>SUBCONTRACTORS</b>			
Construction Management/Oversight Services	\$15,000		\$15,000
Construction/Implementation Services	\$42,000		\$42,000
Other eligible costs (see 2023 CWIP Funding Policy)			
<i>Project Completion</i> <b>SUBTOTAL</b>			
Indirect**: If you have a negotiated indirect rate, you typically charge, please use that. Otherwise, you may charge up to 10% on all APPLICANT costs and 10% on the first \$50,000 of SUBCONTRACTORS costs, noted in the rows above.			
<i>Project Completion</i> <b>TOTAL</b> ( <i>Project Completion</i> SUBTOTAL + Indirect)	\$57,000		\$57,000

Procurement of subcontractors: Providing prior proof of competitive procurement is not required. However, Subcontractors such as engineers/designers and construction services must be competitively procured either before or during the duration of the grant. Subgrantees will have to demonstrate that engineering/design services were sought from at least three firms prior to attaching

a quote from a firm. Applicants are encouraged to competitively procure consultation/engineering/design services prior to submitting a grant application so that their budget request is firm for those services. Please attach any winning quotes/cost proposals for any services used in your budget above if applicable. For applications with Implementation/ Construction costs, Implementation/Construction services must be competitively procured but that can be done during the grant duration.

Please describe your plans for procurement either before or during the grant period. Be sure to read the requirements for procurement at <https://www.ccrpcvt.org/northern-lake-champlain-basin-water-quality-council/#policies>

RFP issued in early July for Construction Management Services. Responses due July 17<sup>th</sup>. RFP for Construction will use draft Invitation to Bid included in attached RFP for Construction Management Services.

Future costs:

Minor annual maintenance. See attached Final Design Report.

**6. Co-benefits: describe how your project provides any of the following co-benefits**  
See how co-benefits are defined & considered at <https://www.ccrpcvt.org/northern-lake-champlain-basin-water-quality-council/#policies>

Hazard Mitigation: The project will prevent worsening of the already very deep gully as well as slow erosion in the trail itself.

Education: The stormwater treatment practices are adjacent to a popular local trail. The site could also be visited by students of the Georgia Middle School.

Ecosystem Improvement: *Click or tap here to enter text.*

Habitat Improvement: *Click or tap here to enter text.*

Environmental Justice: *Click or tap here to enter text.*

Community Support: The project is supported by the Town Selectboard as well as by neighbors adjacent to the project site.

Other Benefits not captured above: *Click or tap here to enter text.*

**7. OTHER CONSIDERATIONS**

LEVEL OF UNCERTAINTY: Please describe the level of uncertainty of any elements of your budget.

Relatively low. There is a chance that the bids for construction come in higher than projected \$42,000. We would alert the CWSP if that is the case. Given the very high phosphorus reduction the project achieves we hope the CWSP and the Council would approve the overage.

BARRIERS: Please let us know any potential barriers/complications to completing this project and how you plan to manage those challenges during the duration of the grant.

*Click or tap here to enter text.*

LANDOWNER COOPERATION: Please provide an overview of the relative degree of commitment from the landowner to allowing the project to be constructed on their land. Is the landowner aware of the design life of the project and the need for visits during that time to the property for operations,

maintenance, inspection & verification? Please attach any letters or emails from the landowner indicating their support for the project and awareness of their required commitment most notably access for any needed annual maintenance and inspection that the project is still functioning in future years as designed. Note date of letter/email and sender below.

A final Site Access License Agreement between the CCRPC, the Town and Mr. and Mrs. Saunders has been executed.

OPERATIONS & MAINTENANCE: Please provide quantitative estimates of operation and maintenance costs on an annual basis where available. (e.g. person for 4 hours once per year). If not available, describe what types of maintenance activity might need to take place and how often.

A few hours per year. See details in Final Design Report.

DESIGN LIFE: What is the design life of the project once constructed?

15 years

In addition to submitting the Subgrant Application Form, complete & submit the **following documents, combined in the following order, into one PDF:**

SEE ATTACHED FINAL DESIGN REPORT Project Locator Map

SEE ATTACHED FINAL DESIGN REPORT Descriptive documents as noted in Project Description section of this application.

SEE ATTACHED FINAL DESIGN REPORT Completed DEC [Interim Phosphorus Reduction Calculator Tool v1.0](#) (only required for Preliminary Design, Final Design and/or Implementation projects);

SEE ATTACHED CONSTRUCTION MANAGEMENT RFP AND DRAFT CONSTRUCTION BID DOCUMENTS IN RFP ATTACHMENTS Winning quotes/cost proposals from subcontractors proposed in budget (if applicable);

SITE ACCESS LICENSE AGREEMENT HAS BEEN FULLY SIGNED BY TOWN, PROPERTY OWNER AND CCRPC Letters/emails from landowner(s) indicating support and awareness of required commitment

SEE ATTACHED FINAL DESIGN REPORT Completed [DEC screening form](#); (only required for Preliminary Design, Final Design and/or Implementation projects)

- In addition to familiarizing yourself with Vermont DEC’s *FY23 Clean Water Initiative Program Funding Policy* visit the page for the Basin 5 Water Quality Council <https://www.ccrpcvt.org/northern-lake-champlain-basin-water-quality-council/> to view examples applications previously considered by the Council.
- Last but not least, please be aware that your project may require the completion of an Archeological Resource Assessment. Please be sure to read pages 27 through 33 of the [FY23 CWIP Funding Policy](#). These typically cost about \$2,000-\$3,000 and are eligible to be included as a Subcontract cost in your grant application.



## Summary

Falls Road Trail is a 1.1-mile trail/road located in the Town of Georgia between Cline Road and Mill River Road. The trail, originally a road laid out in 1831, consists of 0.3 miles of Class 3 road and 0.8 miles of legal trail. Two gullies have developed along the trail; this project will address the southern gully closest to Cline Road. Two waterbars, an infiltration basin, a plunge pool with two rock Gabion Walls, and stone channel are proposed for gully restoration and stormwater control.

### **| Deliverables Progress Summary**

Table 1 below summarizes the project milestones, deliverables, and progress to date.

**Table 1. A summary of the progress on project deliverables is provided.**

Milestone(s)	Deliverable(s)	Progress on Deliverable(s)
Kickoff and Existing Conditions Base Plan	Hold kickoff meeting with project stakeholders to confirm project goals, timeline, and landowner access, and operations and maintenance responsible parties. Complete site survey to define the gully extent and contributing drainage to the gully. Define contributing drainage area. Develop existing conditions base plan.	Complete
Permitting	Determine applicable permits for restoration of the gully. This could include wetlands, rivers and streams, ACT 250, and others. If permits are not applicable, permit sign offs will be obtained.	Complete
Soil Assessment	Soils will be assessed in the field using a hand auger. If soils are appropriate for an infiltration based practice, an infiltration test will be completed using a Johson Meter.	Complete
H&H Modeling	A hydraulic and hydrologic (H&H) model will be developed for the site. This will include mapping the contributing drainage area, defining land cover, and determining stormwater flows at critical storm events.	Complete

Milestone(s)	Deliverable(s)	Progress on Deliverable(s)
30% Design	A 30% design will be completed. This design will address gully stabilization as well as the drainage that is flowing into the gully from Falls Road Trail, stabilize existing erosion, and prevent future erosion. A meeting will be held with the Town and other stakeholders to review the recommendations and receive comments on the proposed design. Operations and Maintenance (O&M) responsibilities will be confirmed.	Complete
60% Design	Following refinement and revisions to the 30% plans based on additional design work and comments and discussion from project stakeholders, a 60% plan set will be developed. 60% level cost estimates will be developed. A meeting will be held with the Town to review the updates to the plan set and receive any additional comments on the proposed design.	Complete
100% design	60% designs will be updated and finalized. Costs will be updated to reflect these updates. An O&M plan will be provided including easement areas (note: this is not a boundary survey). Permitting applications will be filled out as needed and bid documents will be drafted.	Complete
Design Summary Report	A design summary report will be provided, which will include a description of the practices designed, estimated pollutant load reductions, a description of O&M activities and recommended timelines, and the final 100% design level cost estimate.	Complete

## Design

### Final 100% Design

The project design proposes two water bars along Falls Road Trail which will divert runoff to a grassed infiltration basin via an 18" HDPE pipe with a stone apron inlet and outlet. Upon entering the basin, runoff will infiltrate to groundwater, or continue as overflow through a rock Gabion Wall into a 3-foot-deep plunge pool lined with type I stone. Runoff leaves the plunge pool via a second rock Gabion Wall and continues into a stone channel, located within the existing gully, armored with 6 inches of crushed gravel, 12 inches of 1.5-inch coarse aggregate, and 12 inches of type I stone. Erosion and sediment control will be implemented via silt fences along the infiltration basin and at the base of the gully, and erosion control blankets will be installed on the slopes of the basin.

## Phosphorus Crediting

### Infiltration Basin P Crediting:

Methodology: VT DEC STP Calculator

The infiltration rate was verified as 1.13 in/hr. The closest available rate in the STP calculator is 1.02 in/hr, which is what was used to estimate the P reduction, making this a more conservative estimate. An annual reduction is estimated at 0.75 kg/yr with a P reduction efficiency of 92.94%.

### Gully Stabilization P Crediting:

Methodology: VT DEC Interim Phosphorus Reduction Calculator

The gully stabilization area was estimated to be 100 ft long x 18 ft wide x 10 ft deep with an estimated gully age of 15 years. This results in an estimated P reduction of 23.37 kg/yr.

Additional Information: The gully depth was estimated based on four measurements along the length of the gully which ranged from 8 ft to 14.5 ft.

### Summary

In total, the P reduction for the proposed infiltration basin (0.75 kg/yr) and gully stabilization (23.37 kg/yr) is estimated to be 24.12 kg/yr.

## Permitting

### Rivers

- Correspondence with Staci Pomeroy, River Scientist, of the VT DEC Rivers Program, confirmed that the project does not require her review due to no work proposed in the receiving stream.

### Fish and Wildlife

- Correspondence with Bob Popp, Department Botanist, of the VT Department of Fish and Wildlife confirmed that the project is sufficiently upstream from the mouth of the Mill River and therefore does not need further review regarding endangered and threatened fish or wildlife species.

**Vermont Division of Historic Preservation**

- A Vermont Division of Historic Preservation (VDHP) Project Review form was completed. Upon review, VDHP determined there was a potential for Archaeological Historic Properties to be affected by the project, triggering an Archaeological Resource Assessment (ARA)
- An ARA was completed by SWCA Environmental Consultants (SWCA) in December 2023. Due to potential for the project area to contain undocumented Native American sites, a Phase I Site Identification study was recommended.
- The University of Vermont (UVM) Consulting Archaeology Program conducted a Phase I study in May 2024. The study concluded that no further study of the project area is warranted as the proposed construction will have no effect on historic properties.

## Cost Estimate

A breakdown of the cost estimate is provided in Table 2. The total project cost estimate is XXXXX. A final Opinion of Probable Costs is included in Attachment E.

**Table 2. The project cost estimate is provided.**

Cost Estimate	
Site Preparation	\$519
Stone Channel	\$8031
Plunge Pool	\$11,778
Basin	\$5,251
Miscellaneous	\$244
Mobilization/Demobilization	\$5,000
Construction Engineering	XXXXXX
Contingency (30%)	\$10,329
<b>Total (rounded to next highest \$1,000)</b>	<b>\$42,000</b>

Note: Costs for Construction Engineering not shown for purposes of RFP to procure same.

## Attachments

Attachment A. 100% Design Plan Set

Attachment B. Operation and Maintenance Plan and Agreement

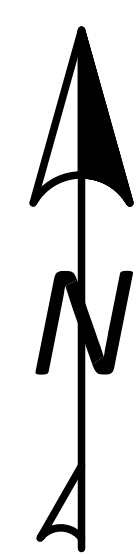
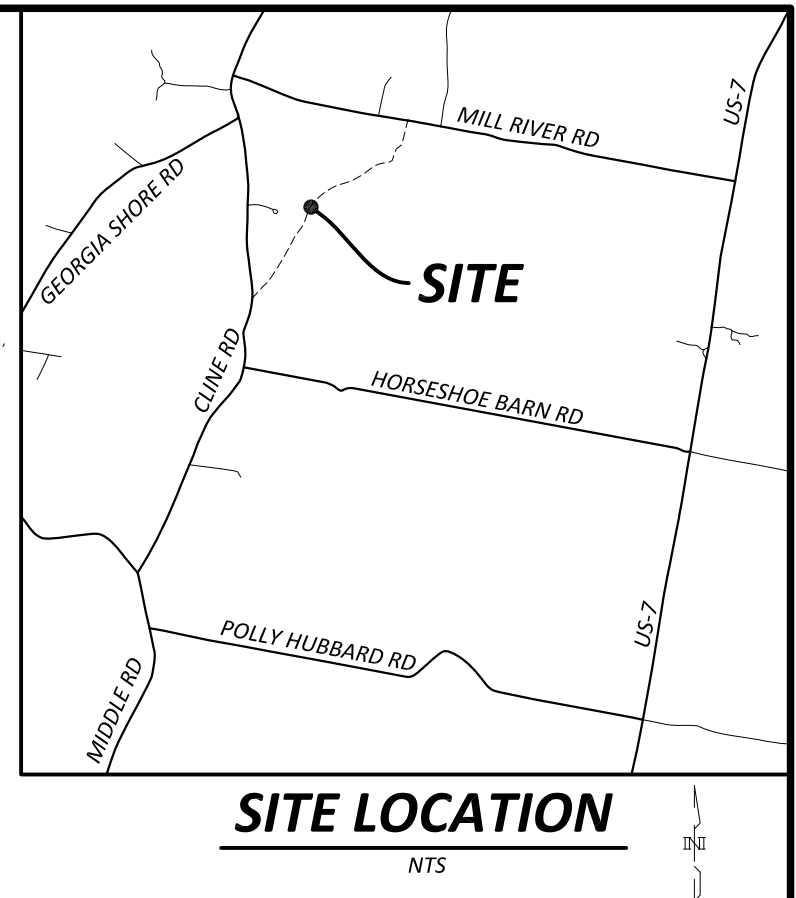
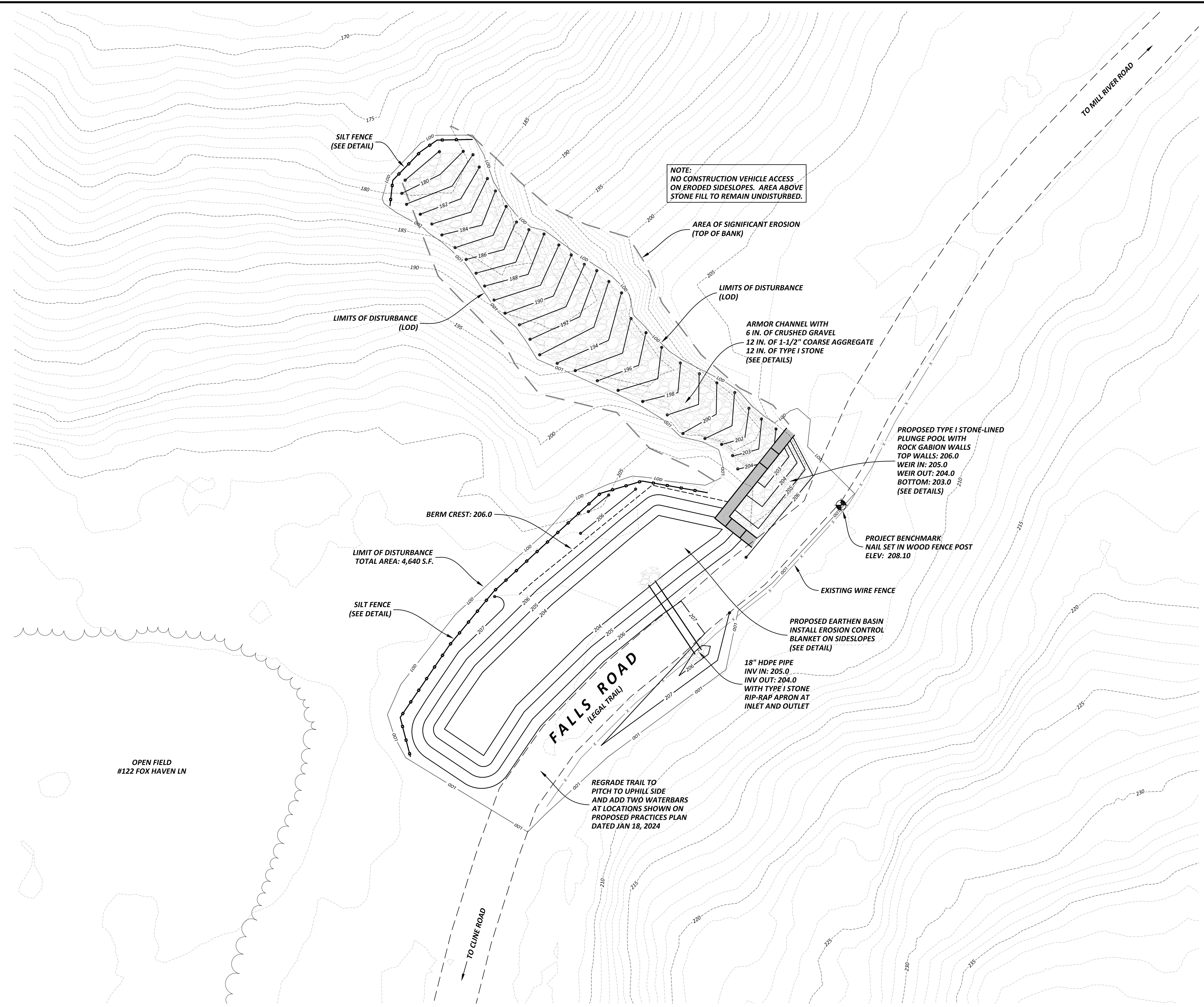
Attachment C. P Loading

~~Attachment D. Archaeological Resource Assessment~~

~~Attachment E. Phase 1 Study~~

Attachment F. CWIP Permit Screening

Attachment G. 100% Cost Estimate (Engineering/Construction Management Costs excluded for RFP purposes)

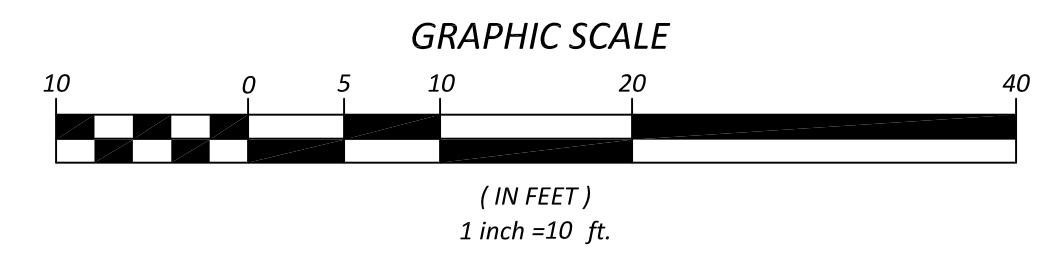


**LEGEND**

- EXISTING CONTOUR
- FINISH GRADE CONTOUR
- - - EDGE OF TRAIL
- ~ TREE LINE
- LOD
- LIMITS OF DISTURBANCE
- SILT FENCE

TYPE I STONE FILL  
 (VADT SEC. 706.04(A))  
 THE LONGEST DIMENSION OF THE STONE SHALL VARY FROM 1 INCH TO 12 INCHES, AND AT LEAST 50 PERCENT OF THE VOLUME OF THE STONE IN PLACE SHALL HAVE A LEAST DIMENSION OF 4 INCHES.

**SITE PLAN**

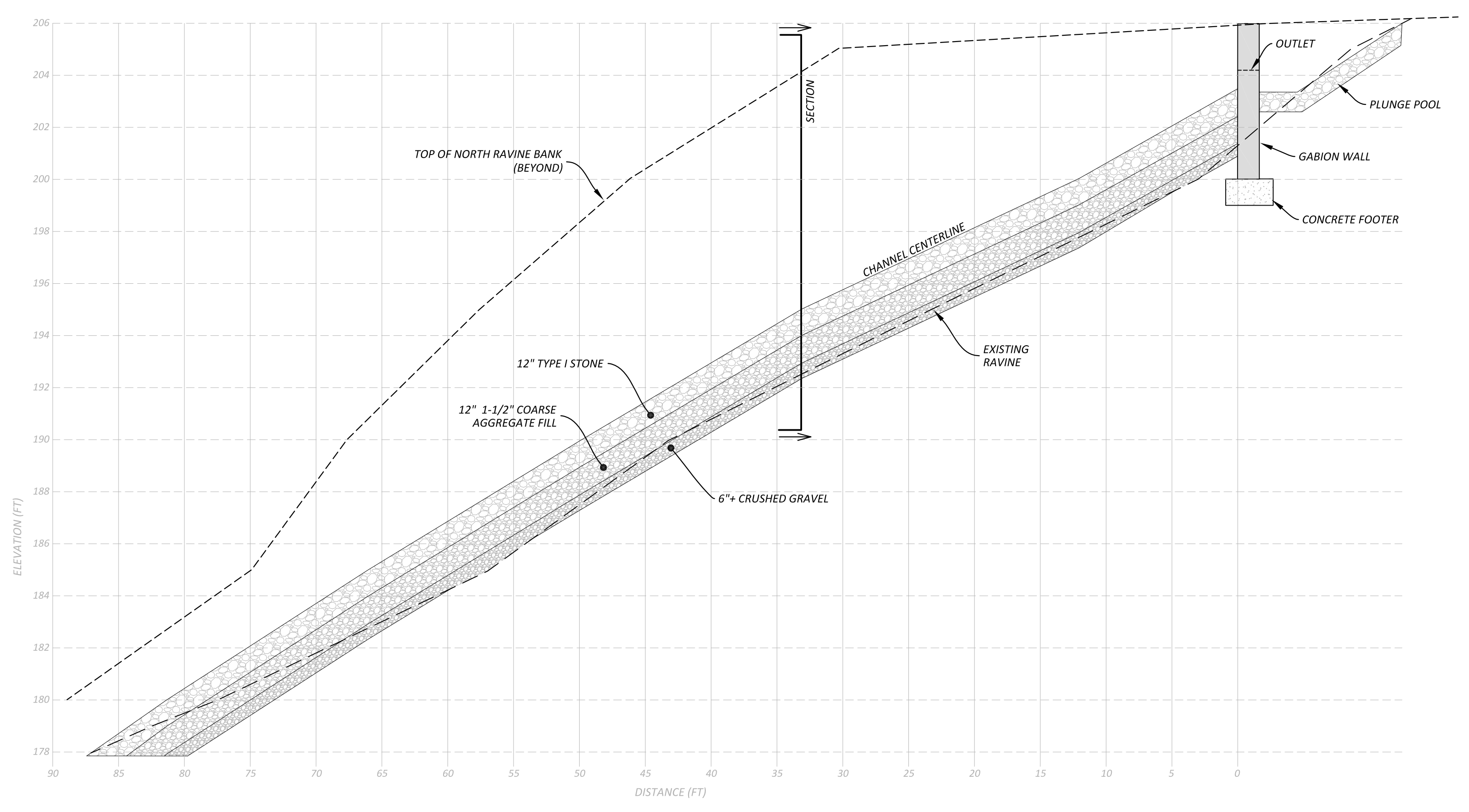


**NOTE**  
 EXISTING TOPOGRAPHY IS FROM TOTAL STATION SURVEY CONDUCTED BY THIS OFFICE ON 5/31/23 AND SUPPLEMENTED WITH VT LIDAR DATA (2017).

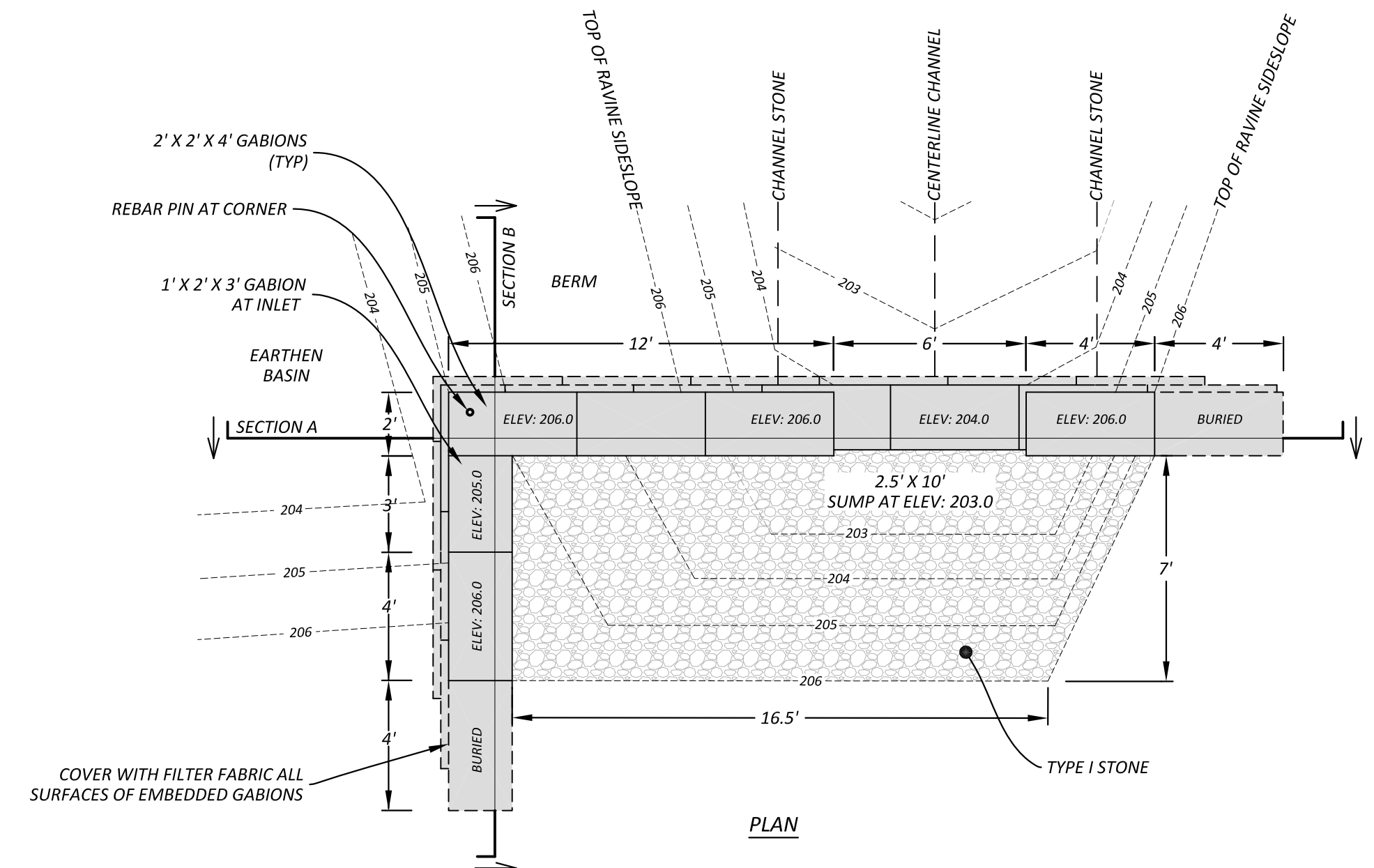


<b>FALLS ROAD EROSION</b>			
GEORGIA, VERMONT			
<b>EROSION STABILIZATION PLAN</b>			
		Stormwater Management   Water Quality   Erosion Control 208 Flynn Ave, Suite 2H P.O. Box 4413 Burlington, VT 05406 Mobile: 802.922.4871   Main: 802.497.2367 www.watershedca.com	
APPROVED BY:	TMC	DRAWN BY:	SMS
DATE:	6/19/24	CHECKED BY:	AT/TMC
SCALE:	NOTED	SHEET:	1 OF 3

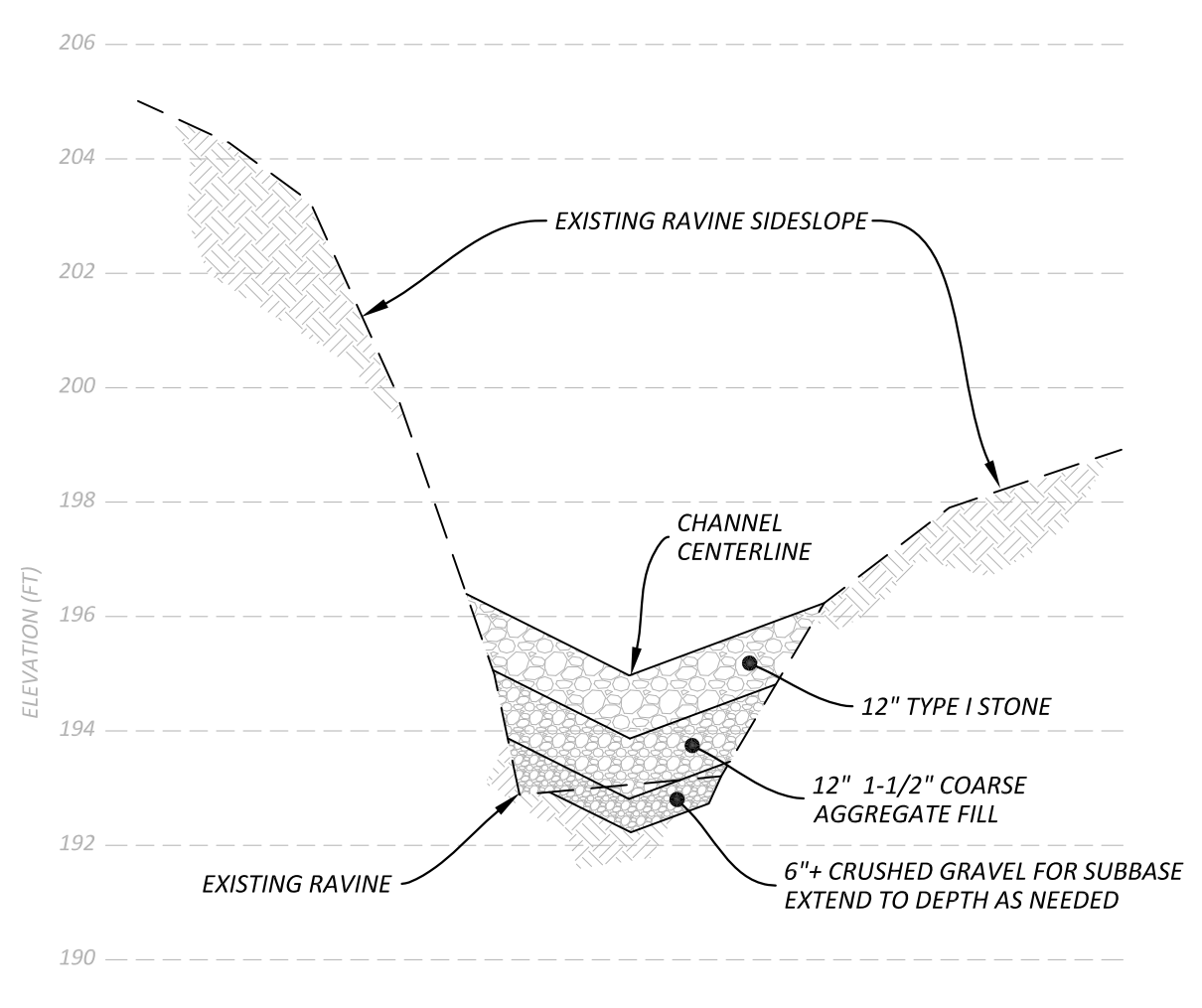
FALLS TRAIL RD-GEORGIA/FALLS TRAIL.dwg



**STONE CHANNEL PROFILE**  
SCALE: 2.0" VERT FOR 1.0" HORIZ



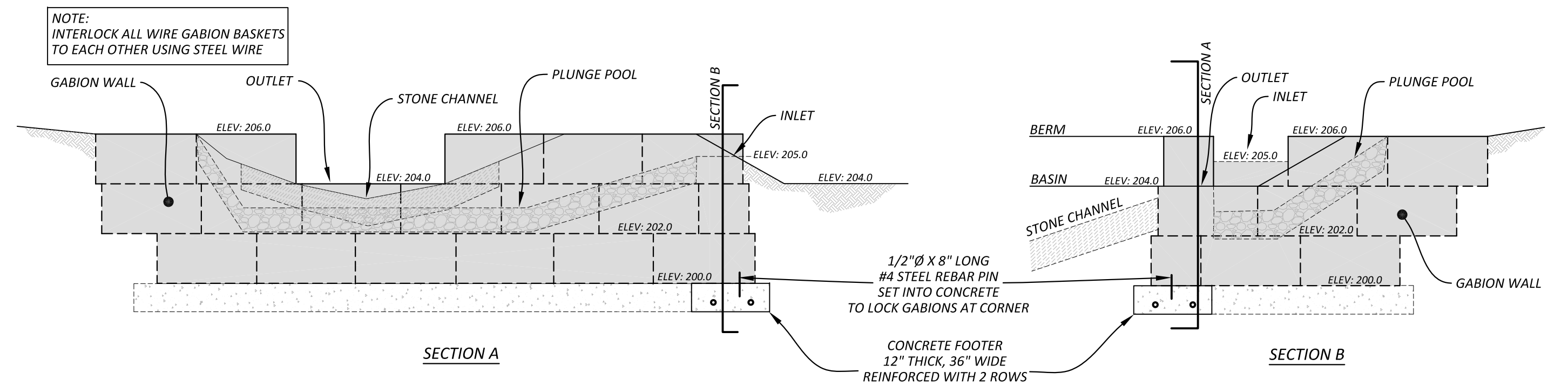
**PLUNGE POOL DETAIL**  
NTS



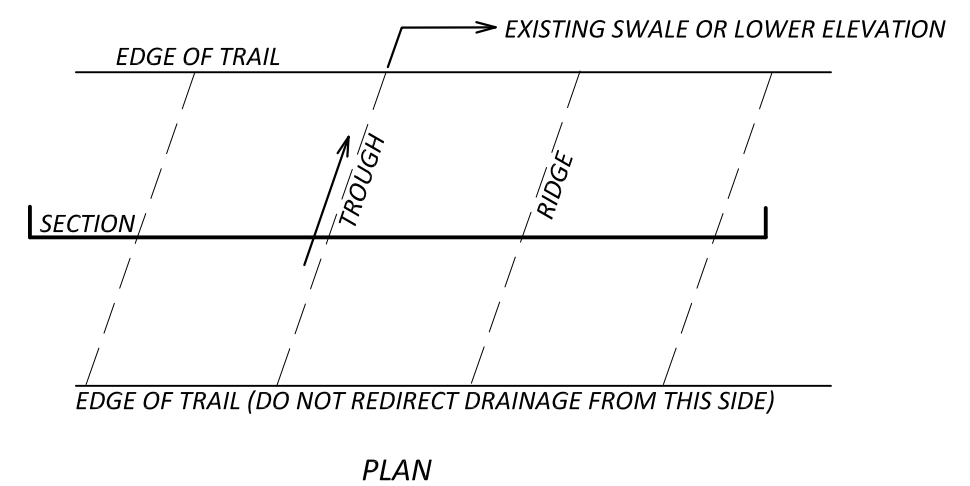
**STONE CHANNEL DETAIL**  
NTS

**AGGREGATE SPECIFICATIONS:**

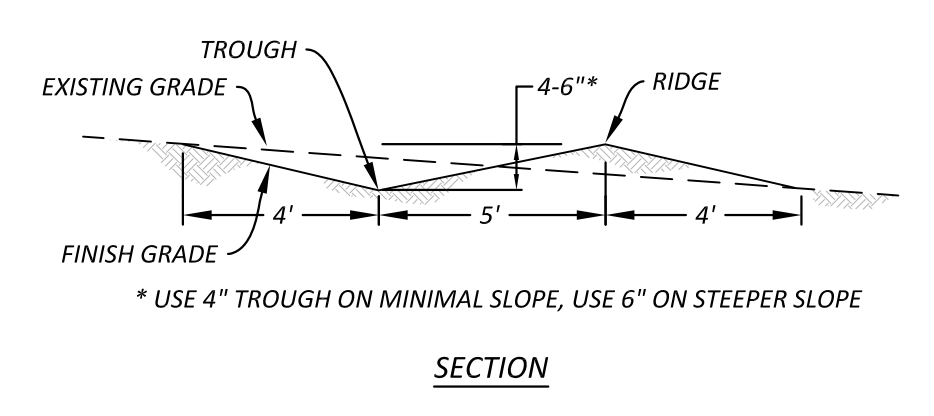
<b>TYPE I STONE FILL</b> (VTRANS SEC. 706.04(A)) THE LONGEST DIMENSION OF THE STONE SHALL VARY FROM 1 INCH TO 12 INCHES, AND AT LEAST 50 PERCENT OF THE VOLUME OF THE STONE IN PLACE SHALL HAVE A LEAST DIMENSION OF 4 INCHES.		<b>COURSE AGGREGATE 1-1/2"</b> (VTRANS SEC. 704.02C) SHALL CONSIST OF CLEAN, HARD, CRUSHED STONE OR WASHED CRUSHED GRAVEL	
<b>CRUSHED GRAVEL FOR SUBBASE</b> (VTRANS SEC. 704.05(A)) SHALL BE PRODUCED FROM NATURAL GRAVELS OR CRUSHED QUARRIED ROCK		<b>AGGREGATE FOR SURFACE COURSE</b> (VTRANS SEC. 704.12) SHALL CONSIST SOLELY OF CRUSHED GRAVEL OR CRUSHED STONE	
<b>SIEVE DESIGNATION</b>	<b>PERCENT PASSING BY WEIGHT</b>	<b>SIEVE DESIGNATION</b>	<b>PERCENT PASSING BY WEIGHT</b>
2 inch (50.0 mm)	100	2 inch (50.0 mm)	100
1-1/2 inch (37.5 mm)	90 - 100	1-1/2 inch (37.5 mm)	95 - 100
No. 4 (4.75 mm)	30 - 60	3/4 inch (19.0 mm)	35 - 70
No. 100 (0.150 mm)	0 - 12	3/8 inch (9.50 mm)	10 - 30
No. 200 (0.075 mm)	0 - 6	No. 4 (4.75 mm)	0 - 5



**GABION WALL DETAIL**  
NTS



**WATER BAR DETAIL**  
NTS



**SECTION**



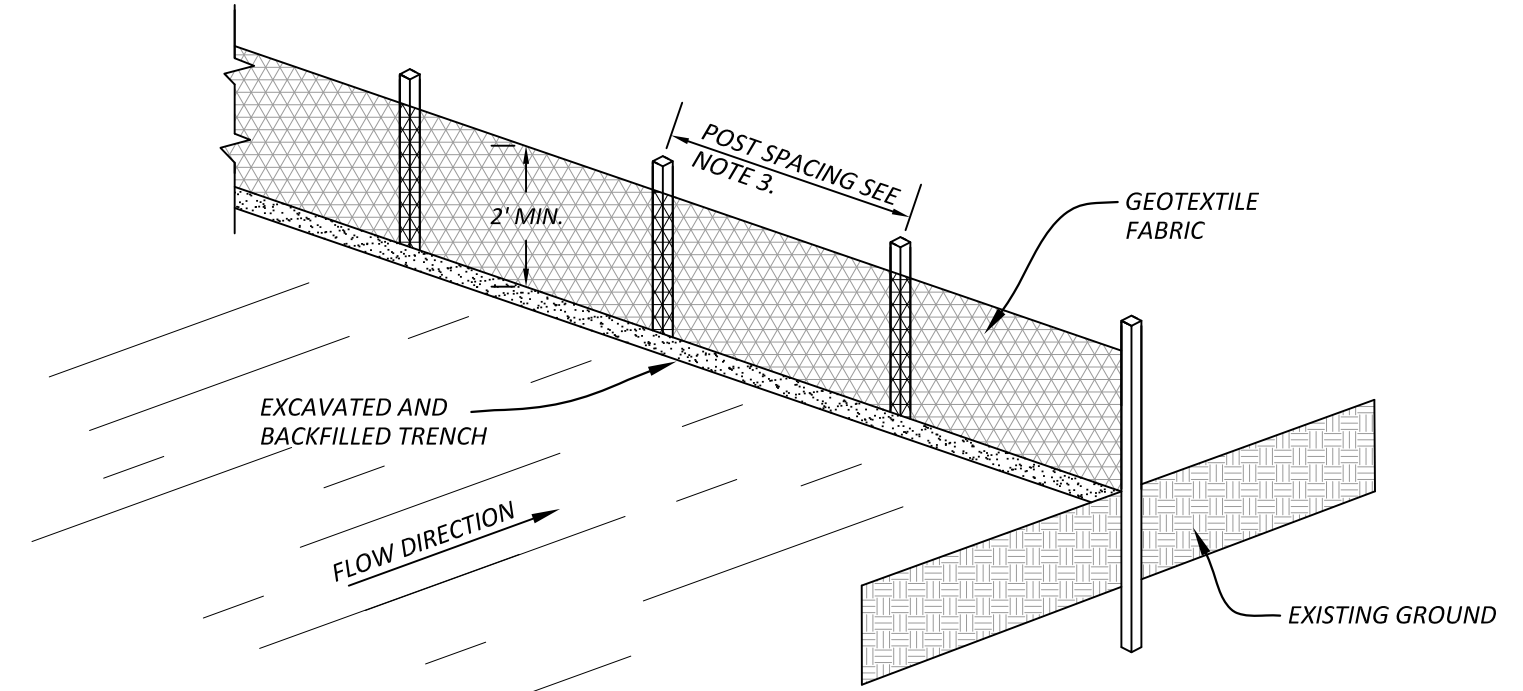
**FALLS ROAD EROSION**  
GEORGIA, VERMONT

**CONSTRUCTION DETAILS**

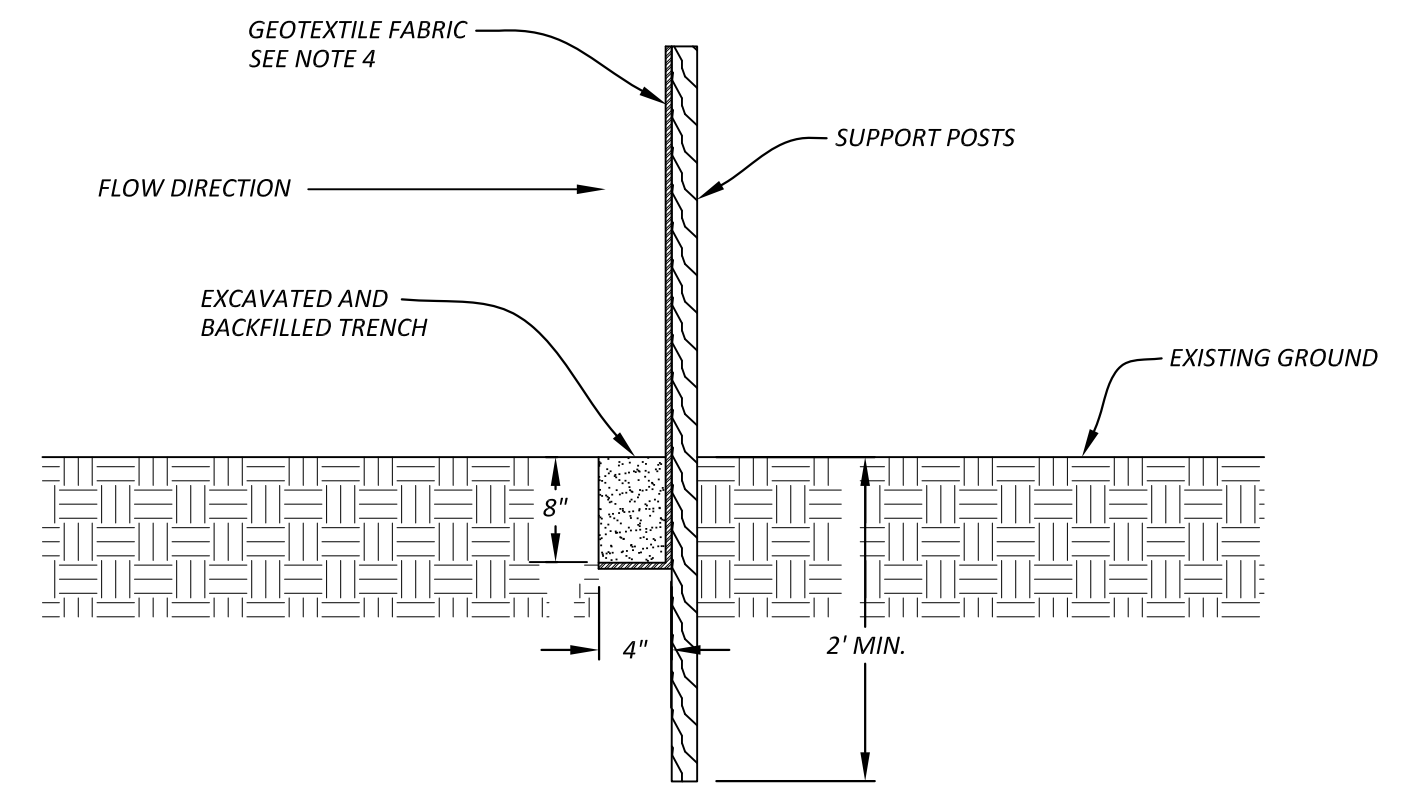
**WATERSHED**  
CONSULTING ASSOCIATES, LLC

Stormwater Management | Water Quality | Erosion Control  
208 Flynn Ave, Suite 2H P.O. Box 4413  
Burlington, VT 05406  
Mobile: 802.922.4871 | Main: 802.497.2367  
www.watershedca.com

APPROVED BY:	TMC	DRAWN BY:	SMS	SCALE:	NOTED
DATE:	6/19/24	CHECKED BY:	AT/TMC	SHEET:	2 OF 3



ISOMETRIC VIEW



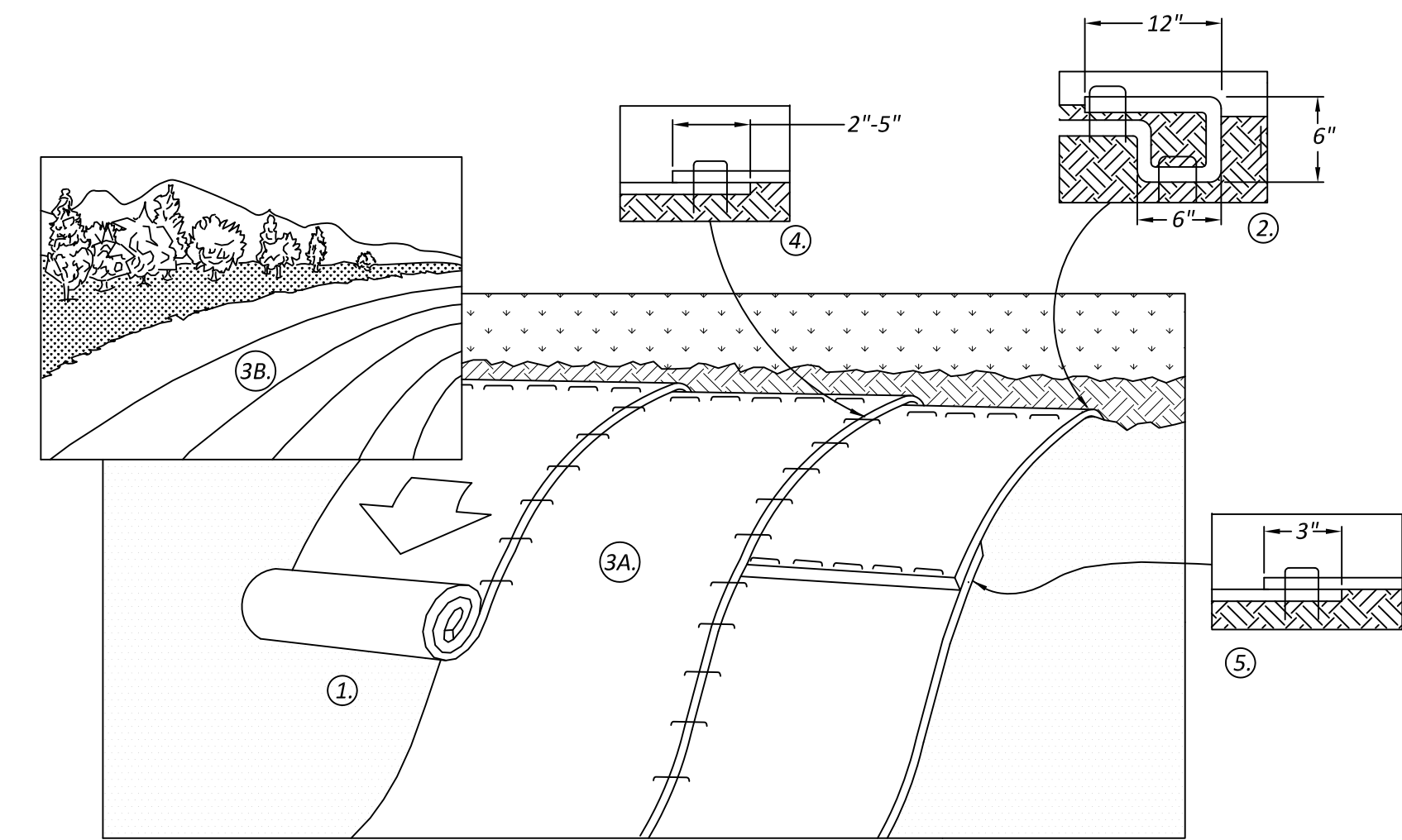
SECTION  
**SILT FENCE DETAIL**  
NTS

**SILT FENCE NOTES**

1. SILT FENCE WILL BE USED IN AREAS TO PREVENT SEDIMENT TRANSPORT FROM UPSLOPE AREAS AWAITING STABILIZATION. IT SHALL ALSO BE USED AS PART OF THE TEMPORARY EROSION CONTROL MEASURES AROUND MATERIAL STOCKPILES AND DOWN SLOPE OR EQUIPMENT STAGING AREAS.
2. THE GEOTEXTILE FABRIC SHALL BE PLACED IN THE EXCAVATED TRENCH, BACKFILLED AND COMPACTED TO THE EXISTING GROUND SURFACE.
3. WOODEN SUPPORT POSTS SHALL BE A MINIMUM DIMENSION OF 1-1/8" X 1-1/8" AND 4 FEET LONG. STEEL POSTS SHALL BE STUDDED "TEE" OR "U" TYPE AND 5 FEET LONG. POST SPACING SHALL BE A MAXIMUM OF 8 FEET FOR WOVEN FABRIC AND 3 FEET FOR NON-WOVEN FABRIC.
4. THE GEOTEXTILE FABRIC SHALL BE ATTACHED DIRECTLY TO THE UPSLOPE SIDE OF WOODEN POSTS WITH 0.5 INCH STAPLES IN AT LEAST 3 PLACES, OR WITH WOODEN LATH AND NAILS. ATTACHMENT TO STEEL POSTS WILL BE BY WIRE FASTENERS OR 50 POUND PLASTIC TIE STRAPS ON THE UPSLOPE SIDE.
5. THE GEOTEXTILE FABRIC SHALL CONSIST OF EITHER WOVEN OR NON-WOVEN POLYESTER, POLYPROPYLENE, STABILIZED NYLON, POLYETHYLENE, OR POLYVINYLIDENE CHLORIDE. NON-WOVEN FABRIC MAY BE NEEDLE PUNCHED, HEAT BONDED, RESIN BONDED, OR COMBINATIONS THEREOF.
6. SILT FENCE SHALL BE INSTALLED AS SHOWN ON PLAN.
7. SILT FENCES BARRIERS SHALL BE INSPECTED FOR ANY TEARS OR BREAKS. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
8. SEDIMENT SHOULD BE REMOVED WHEN IT REACHES 1/3 HEIGHT OF THE FENCE. THE REMOVED SEDIMENT MAY BE USED AS FILL ELSEWHERE ON SITE AND SHALL BE VEGETATED OR OTHERWISE STABILIZED.
9. REMOVE SILT FENCE, AS DIRECTED, WHEN NO LONGER NEEDED. BEFORE THE SILT FENCE IS REMOVED, STABILIZE WITH VEGETATION ANY SEDIMENT WHICH IS PERMITTED TO REMAIN IN PLACE.

**LIMITS OF DISTURBANCE:**

- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH 3 FOOT HIGH ORANGE "CONSTRUCTION" SAFETY FENCE OR 4-INCH THICK ORANGE CONSTRUCTION CORDON, AND SHALL BE LOCATED AS SHOWN ON PLAN.
- A. FENCE OR CORDON TAPE SHALL BE SUPPORTED BY STEEL OR WOOD TYPE POSTS PLACED AT MAXIMUM 16-FOOT INTERVALS.
  - B. FENCE OR CORDON TAPE SHALL BE WIRED OR "ZIP" TIED TO THE SUPPORT POSTS.
  - C. THE FENCE AND CORDON TAPE SHALL BE MAINTAINED IN A WORKMAN LIKE MANNER, AND SHALL REMAIN IN PLACE UNTIL FINAL SITE STABILIZATION IS ACHIEVED.



USE NORTH AMERICAN GREEN 150BN EROSION CONTROL BLANKET OR APPROVED EQUIVALENT.

1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE BLANKET.
3. ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY PASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING ON BLANKET TYPE.
5. CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE BLANKET WIDTH.  
NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.

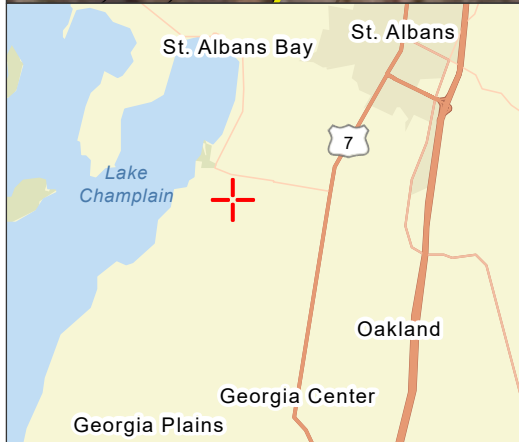
SOURCE: NORTH AMERICAN GREEN

**EROSION CONTROL BLANKET SLOPE INSTALLATION DETAIL**  
NTS

FALLS TRAIL RD-GEORGIA/FALLS TRAIL.dwg



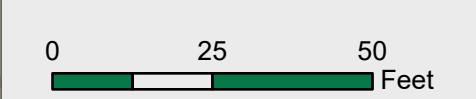
<b>FALLS ROAD EROSION</b>			
GEORGIA, VERMONT			
<b>EROSION PREVIENTION &amp; SEDIMENT CONTROL DETAILS</b>			
		Stormwater Management   Water Quality   Erosion Control 208 Flynn Ave, Suite 2H P.O. Box 4413 Burlington, VT 05406 Mobile: 802.922.4871   Main: 802.497.2367 <a href="http://www.watershedca.com">www.watershedca.com</a>	
APPROVED BY:	TMC	DRAWN BY:	SMS
DATE:	6/19/24	CHECKED BY:	AT/TMC
SCALE:	NOTED		
SHEET:	3 OF 3		



**Town of Georgia:  
Falls Rd Trail Gully**  
*Proposed Practices*  
Map Date: 1/18/2024

### Legend

- Drainage Areas
- 1ft Contour Lines



Scale: 1:360



**Grass Surface Infiltration**

Frequency: After every major storm for the first 3 months after construction, then annually.

- A record should be kept of the time it takes for the system to completely drain after a storm event. The system should drain completely within 48 hours. Check to ensure the surface remains well draining after storm events.

Frequency: Quarterly for first year, then annually.

- Check to ensure the surface remains well draining after storm events.
- Inspect basin for evidence of deterioration, concentrated flow, or erosion.
- Check for animal burrows and short-circuiting in the system.
- Check basin for accumulated sediment, leaves, trash, and other debris.

Frequency: Annually or as needed

- Check for robust vegetation (grass) coverage throughout the basin.

**Plunge Pool and Gabion Check Dams**

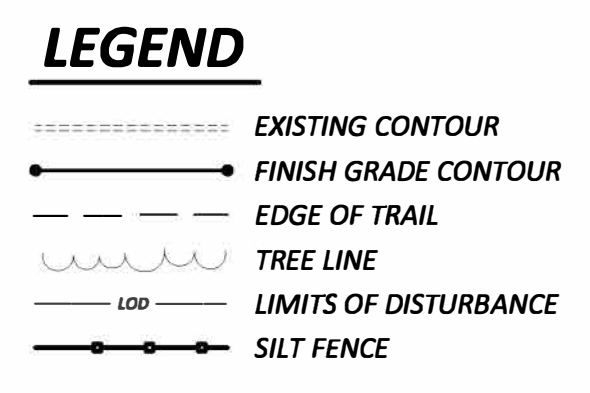
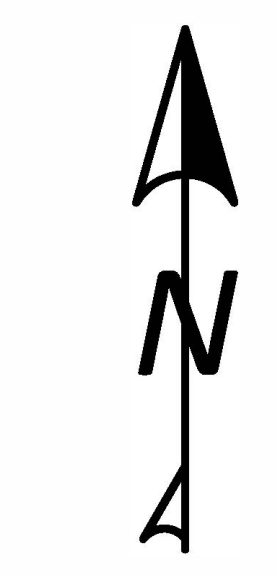
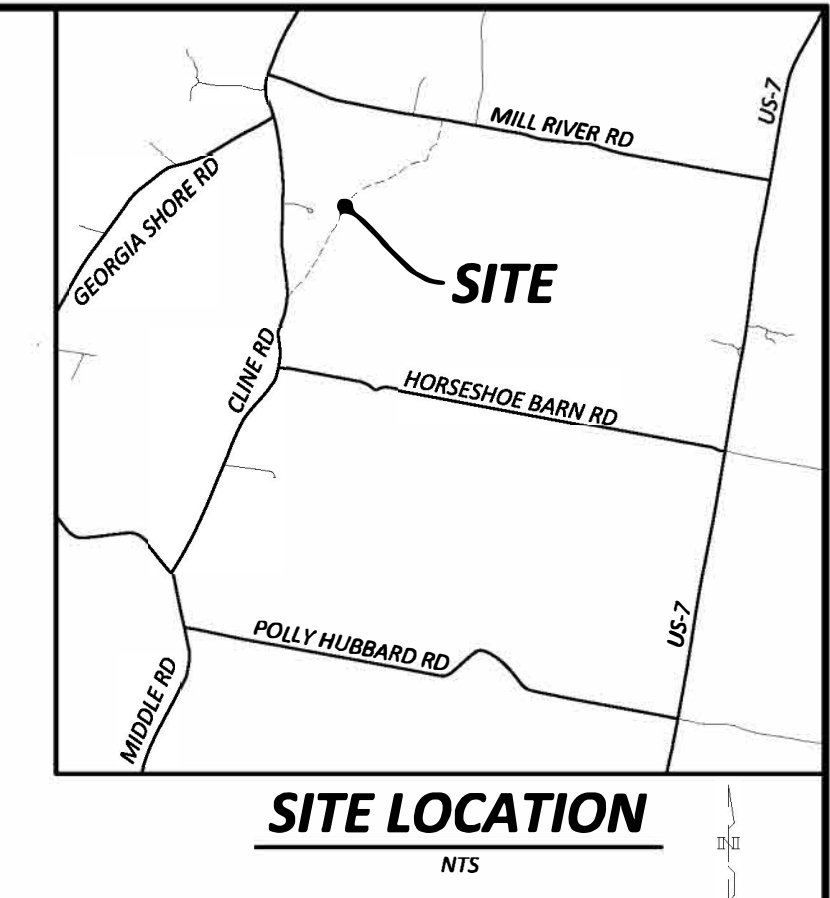
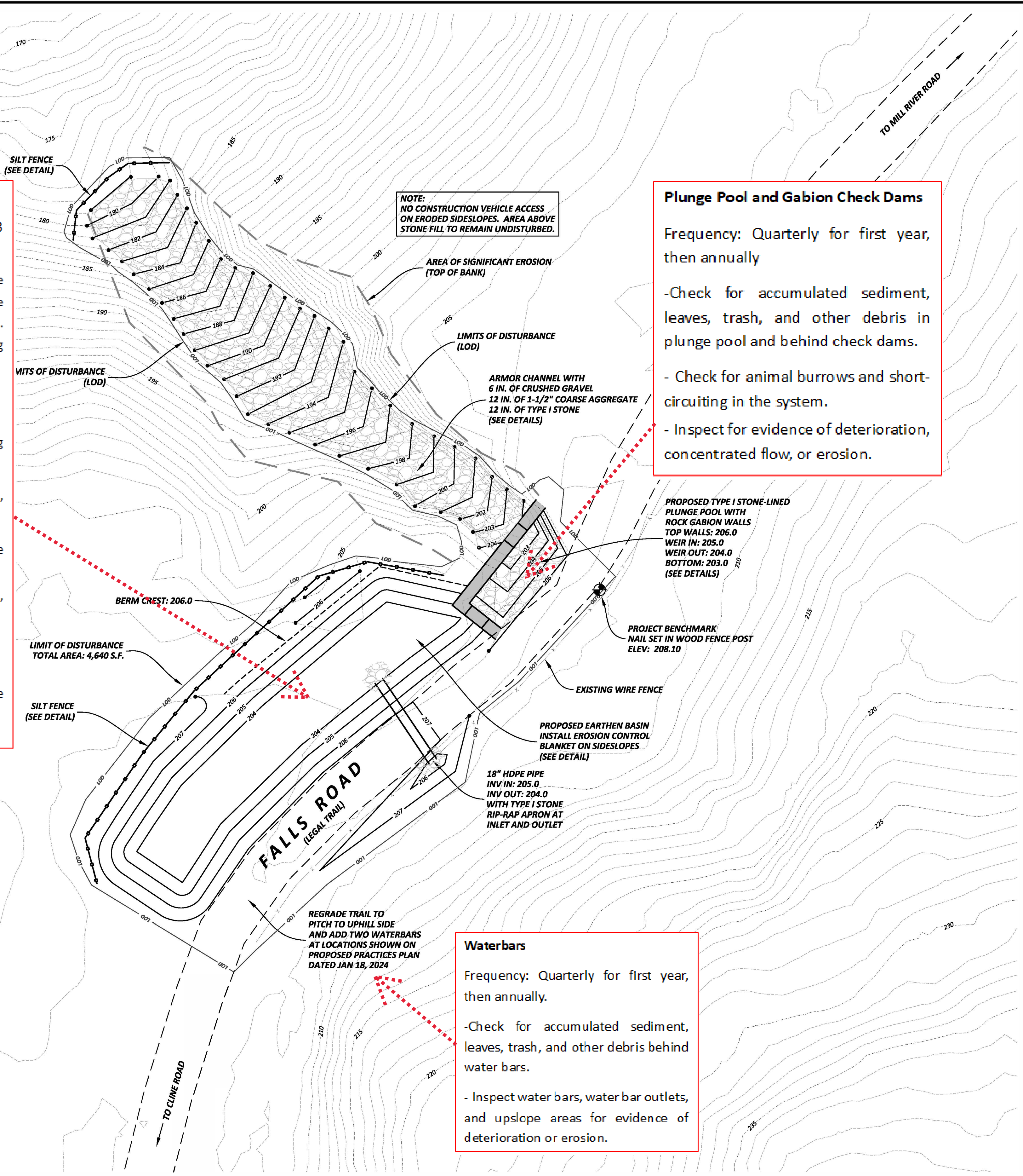
Frequency: Quarterly for first year, then annually

- Check for accumulated sediment, leaves, trash, and other debris in plunge pool and behind check dams.
- Check for animal burrows and short-circuiting in the system.
- Inspect for evidence of deterioration, concentrated flow, or erosion.

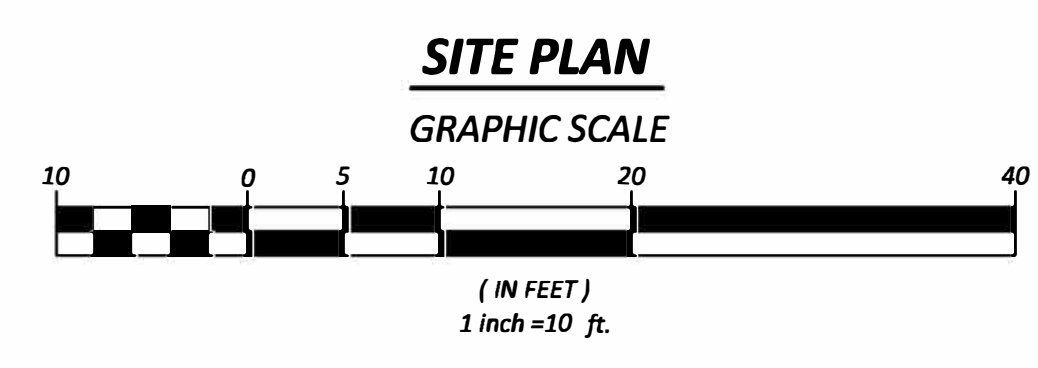
**Waterbars**

Frequency: Quarterly for first year, then annually.

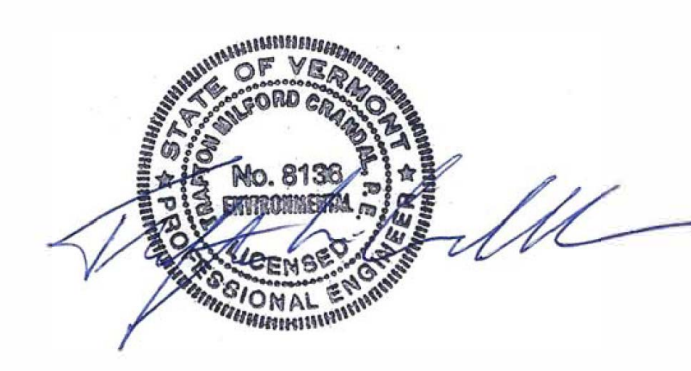
- Check for accumulated sediment, leaves, trash, and other debris behind water bars.
- Inspect water bars, water bar outlets, and upslope areas for evidence of deterioration or erosion.



TYPE I STONE FILL (VADOT SEC. 706.04(A))  
 THE LONGEST DIMENSION OF THE STONE SHALL VARY FROM 1 INCH TO 12 INCHES, AND AT LEAST 50 PERCENT OF THE VOLUME OF THE STONE IN PLACE SHALL HAVE A LEAST DIMENSION OF 4 INCHES.



**NOTE**  
 EXISTING TOPOGRAPHY IS FROM TOTAL STATION SURVEY CONDUCTED BY THIS OFFICE ON 5/31/23 AND SUPPLEMENTED WITH VT LIDAR DATA (2017).



**FALLS ROAD EROSION**  
 GEORGIA, VERMONT

**Operation and Maintenance Plan**

**WATERSHED**  
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FALLS TRAIL RD-GEORGIA/FALLS TRAIL.dwg

**Infiltration Basin P Crediting:**

Methodology: VT DEC STP Calculator

The infiltration rate was field verified as 1.13 in/hr. The closest available rate in the STP Calculator is 1.02 in/hr, which is what was used to estimate the P reduction, making this a more conservative estimate. An annual reduction is estimated at **0.75 kg/yr** with a P reduction efficiency of 92.94%.

**Gully Stabilization P Crediting:**

Methodology: VT DEC Interim Phosphorus Reduction Calculator

The gully stabilization area was estimated was estimated to be 100 ft long x 18 ft wide x 10 ft deep with an estimated gully age of 15 years. This results in an estimated P reduction of **23.37 kg/yr**.

Additional information: the gully depth was estimated based on four measurements along the length of the gully which ranged from 8 ft to 14.5 ft.

**Summary:**

In total, the P reduction for the proposed infiltration basin (0.75 kg/yr) and gully stabilization (23.37 kg/yr) is estimated to be **24.12 kg/yr**.

Project Identifier	Average Length of Gully (ft)	Average Width of Gully (ft)	Average Depth of Gully (ft)	Level of Erosion Mitigation	Estimated Gully Age (years)	Gully Volume (ft <sup>3</sup> )	Sediment Erosion Rate (kg/yr)	TP Loading Rate (kg/yr)	Estimated P Load Reduction (kg/yr)
Falls Road Trail Gully Stabilization	100	18	10	Fully mitigated	15	18,000.00	42,096.00	29.21	<b>23.37</b>

# Stormwater Treatment Practice Calculator

## Identification

Date	7/1/2024
WPD ID	
STP Name	Falls Road Trail Infiltration Basin

## Loading Information

Drainage Area	11 - St. Albans Bay Direct Drainage	
Impervious Area	0.09	acres
Pervious Area	3.923	acres

## STP Information

STP Type	Surface Infiltration	
Storage Volume	2491	ft <sup>3</sup>
Infiltration Rate	1.02 (Sandy Loam, HSG - B) in/hr	
Filter Course Depth		in

## Estimated Phosphorus Reduction

Load	0.81	kg/year
STP Capacity	0.75	in
Efficiency	92.94	%
Reduction	0.75	kg/year

## APPENDIX A. CLEAN WATER INITIATIVE PROGRAM - PROJECT ELIGIBILITY SCREENING FORM

This fillable PDF form is designed to assist with project review by systematically walking through all eligibility criteria. It should be completed for all projects seeking funding for 30% + design or implementation work. It may be applied to projects seeking funding for assessment or development if helpful for determining their alignment with eligibility criteria 2, 3, 6, and 8.

### Step 1: Conduct Eligibility Criteria #1 Screening: Project Purpose

Table 1A: Project Purpose	
From the drop-down list to the right, please select which of the four objectives of Vermont's Surface Water Management Strategy this project addresses. If multiple, please list below:	Minimize flood and fluvial erosion hazards

## Step 2: Conduct Eligibility Criteria #2 Screening: Project Types and Standards

Table 2A: Project Types and Standards	
Please select the most representative project type from the drop-down list to the right. <sup>1,2</sup> If multiple BMPs are included in the project, please list below: Gully/stormwater remediation on a Town legal trail	Forestry-Design
Is the project type an eligible project type for the funding program you are applying to as listed in column B of the <a href="#">CWIP Project Types Table</a> ?  (Answer must be YES to proceed)	Yes                  No <input checked="" type="radio"/> <input type="radio"/>
Does the project meet the project type definitions and minimum standards as provided in column C of the <a href="#">CWIP Project Types Table</a> ?  (Answer must be YES to proceed)	Yes                  No <input checked="" type="radio"/> <input type="radio"/>
Will the project result in the standard performance measures, milestones, and deliverables as defined by project type in columns D-F of the <a href="#">CWIP Project Types Table</a> ?  (Answer must be YES to proceed)	Yes                  No <input checked="" type="radio"/> <input type="radio"/>
Is the project listed as an ineligible project or activity in the <a href="#">CWIP Funding Policy</a> ? If Yes, please explain below how project meets the allowable exceptions within the CWIP Funding Policy.           (Answer must be NO to proceed, unless reasonable justification is provided above)	Yes                  No <input type="radio"/> <input checked="" type="radio"/>

## Step 3: Conduct Eligibility Criteria #3 Screening: Watershed Projects Database

Verify project has been recorded in the [Watershed Project Database](#) (WPD). Each project must have a Watershed Project Database number specific to the proposed project phase (for example,

<sup>1</sup> Note that Road/Stormwater Gully project-types must not otherwise be considered intermittent or perennial streams by the DEC Rivers Program and therefore project proponent must show documentation of this determination in order to select this project type.

<sup>2</sup> One project may include multiple best management practices (BMPs) that cross “project types.” For example, a single project may include both stormwater and lake shoreland BMPs. Proponents should use their best judgement in selecting the most representative project type for the purposes of eligibility screening and reporting.

a final design will have a different WPD-ID from a preliminary design even if for the same project). If the project, or the specific phase, is not yet in the Watershed Project Database, follow directions provided in the CWIP Funding Policy to secure a WPD-ID. Please see [CWIP Funding Policy](#) for more information on the WPD-ID.

Table 3A. WPD-ID	
Watershed Project Database ID number assigned	11083
Watershed Project Database Project Name	Falls Trail South gully

#### Step 4: Conduct Eligibility Criteria #4 Screening: Natural Resource Impacts<sup>3</sup>

Agency of Natural Resources (ANR) permit screening for natural resource impacts includes 1) an initial desktop review to identify which ANR permitting programs should be contacted, 2) a review by the relevant ANR permitting staff, and 3) a response summary from the project proponent addressing any permitting staff concerns. <sup>4</sup>

- 1) **Table 4. Natural Resource Impacts** facilitates a high-level desktop review of the most likely ANR permits to apply to clean water projects. Project proponents should answer all the questions to identify likely permit needs. <sup>5</sup> Please note that “project site” may include both the active restoration location as well as any additional impact footprint related to staging, site access, or storage of waste or disposed materials.
- 2) If responses to the **Table 4. Natural Resource Impacts** desktop review trigger a permitting staff consultation, **Table 4** provides appropriate contact information.
  - a. Proponents should send the identified permitting staff the following:
    - i. The watersheds project database identification number (WPD-ID) (if available),
    - ii. Project location (GPS coordinates)
    - iii. Summary of proposed scope of work, and
    - iv. Any other relevant information they request that will be utilized in their review.
  - b. **Proponents should clarify they are seeking permitting staff input on potential permitting needs, permit-ability of proposed scope of work, and other design considerations but they are NOT seeking a formal permit determination.**
  - c. Project proponents must attempt to communicate with the permitting staff and provide them with at least thirty days to review the project and provide a

<sup>3</sup> Easements and Riparian Buffer Plantings are excluded from this eligibility requirement/step.

<sup>4</sup> In cases where this screening may have already occurred in a prior project phase, project proponents may supply attachments or links to relevant permit needs assessment documents in place of completing Table 4.

<sup>5</sup> Entities selected for funding are expected to perform due diligence to ensure all applicable permits (including non-ANR state, local, and federal permits) are discovered and secured prior to implementation. The [ANR Permit Navigator](#) and an Environmental Compliance Division Community Assistance Specialist can help confirm ANR permitting needs for any projects once selected for funding.

response. Project proponents are encouraged to perform this screening during a project development phase as opposed to during a project solicitation round to allow for more time for feedback. Permitting feedback may be up to one year old.

- 3) Proponents should summarize permitting staff feedback and how the proposed scope of work will address this at the bottom of **Table 4**. Specifically, please include:
  - a. Which permits or permit amendment are needed or might be needed?<sup>6</sup>
  - b. What type might be needed? (e.g., a general or individual permit?)<sup>7</sup>
  - c. What concerns were voiced by permitting staff?
  - d. How will the proposed scope of work address these concerns?<sup>8</sup>

<b>Table 4A: Natural Resource Impacts</b>		
<b>I. Act 250 Permits</b>		
<b>1. Have any Act 250 (Vermont’s Land Use and Development Control Law) Permits been issued in the project site’s parcel location?<sup>9</sup></b>	Yes <input type="radio"/>	No <input checked="" type="radio"/>
If <b>yes</b> , please provide the permit number and list any water resource issues or natural resource issues found <sup>10</sup> :  PermitNumber: _____  ResourceIssues: _____		
If <b>yes</b> , use the <a href="#">Water Quality Project Screening Tool</a> to identify the appropriate regulatory contact for an Act 250 consultation.  Regulatory Point of Contact Name/Position: _____		
<b>II. Lake and Shoreland</b>		
<b>1. Is the project site located within 250 feet of the mean water</b>	Yes <input type="radio"/>	No <input checked="" type="radio"/>

<sup>6</sup> Occasionally permit staff may indicate they need a field visit or to see more completed designs prior to making a permit need determination.

<sup>7</sup> Design phase projects that require an individual wetlands permit must have the permit in hand at the close of the final design phase. Implementation phase projects must have the individual permit in hand to be eligible for funding.

<sup>8</sup> Examples could include planned design changes or inviting permitting staff to stakeholder meetings.

<sup>9</sup> An Act 250 Permit is required for certain categories of development, such as subdivisions of 10 lots or more, commercial projects on more than one acre or ten acres (depending on whether the town has permanent zoning and subdivision regulations), and any development above the elevation of 2,500 feet. The [ANR Atlas Clean Water Initiative Program Grant Screening tool](#) can help answer this yes/no question. Follow the instructions on the link above to identify whether your project is located on an Act 250 parcel. Note that the layer to activate in ANR Atlas is now named “Clean Water Initiative Program Grant Screening.”

<sup>10</sup>Note that Act 250 permit amendments may require more extensive review of project impacts to natural resources including wildlife habitat, significant natural communities, and riparian zones. Please consult with the Act 250 District Coordinator regarding the nature and scope of that review and what bearing it may have on your project design.

<b>level (shoreline) of a lake or pond?</b> <sup>11</sup>			
If <b>yes</b> , you might need either a Shoreland Protection Act Permit or a Lake Encroachment Permit. Use the <a href="#">Water Quality Project Screening Tool</a> to find the Lakes and Ponds Program contact for your project's region.			
<b>Regulatory Point of Contact Name/Position:</b>			
<b>III. Rivers, River Corridors, and Flood Hazard Areas</b>			
<b>1. Is there any portion of the project site located within 100' of a river corridor and/or mapped Federal Emergency Management Agency (FEMA) flood hazard area<sup>12</sup>? (e.g. a stormwater pond's pipe draining into a river corridor area)? Any permanent excavation/filling or construction within a flood hazard area or river corridor may trigger regulatory requirements through municipal bylaws or through state authorities.</b>	<table border="0"> <tr> <td style="text-align: center;">Yes <input type="radio"/></td> <td style="text-align: center;">No <input checked="" type="radio"/></td> </tr> </table>	Yes <input type="radio"/>	No <input checked="" type="radio"/>
Yes <input type="radio"/>	No <input checked="" type="radio"/>		
If <b>yes</b> , you will need to speak with a <a href="#">Floodplain Manager</a> . Use the <a href="#">Water Quality Project Screening Tool</a> to find the Floodplain Manager for your project's region.			
<b>Regulatory Point of Contact Name/Position:</b> Staci Pomeroy River Scientist 12-14-22			
<b>2. Is any portion of the project site within a perennial river or stream channel?</b> <small>13</small>	<table border="0"> <tr> <td style="text-align: center;">Yes <input type="radio"/></td> <td style="text-align: center;">No <input checked="" type="radio"/></td> </tr> </table>	Yes <input type="radio"/>	No <input checked="" type="radio"/>
Yes <input type="radio"/>	No <input checked="" type="radio"/>		
If <b>yes</b> , you will need to speak with a <a href="#">Stream Alteration Engineer</a> . Use the <a href="#">Water Quality Project Screening Tool</a> to find the Stream Alteration Engineer for your project's region.			
<b>Regulatory Point of Contact Name/Position:</b>			
<b>IV. Wetland</b>			

<sup>11</sup> The [ANR Atlas Clean Water Initiative Program Grant Screening tool](#) can help answer this yes/no question. Follow the instructions on the link above to identify whether your project is located in the jurisdictional zone to trigger a Lakeshore permit. Note that the layer to activate in ANR Atlas is now named "Clean Water Initiative Program Grant Screening."

<sup>12</sup> FEMA mapped Flood Hazard Areas are not available statewide on the ANR Natural Resources Atlas. For projects located in Grand Isle, Franklin, Lamoille, Addison, Essex, Orleans, Caledonia, and Orange Counties, maps are available via the FEMA Flood Map Service Center: <https://msc.fema.gov/portal/home>. ANR Floodplain Managers are available to provide technical assistance if needed.

<sup>13</sup> Stream Alteration Permits regulate all activities that take place within perennial river and stream channels. Examples of regulated activities include streambank stabilization, dam removal, road improvements that encroach on streams, and bridge/culvert construction or repair. The [ANR Atlas Clean Water Initiative Program Grant Screening tool](#) can help answer this yes/no question. Follow the instructions on the link above to identify whether your project is located in the jurisdictional zone to trigger a Stream Alteration permit. Note that the layer to activate in ANR Atlas is now named "Clean Water Initiative Program Grant Screening."

<p><b>1. Does the <a href="#">Wetland Screening Tool</a><sup>14</sup> provide a result of wetlands likely, very likely, or present at the project site?</b></p>	<p>Yes                  No</p> <p style="text-align: center;"> <input type="radio"/>                  <input checked="" type="radio"/> </p>
<p><b>2. Does your project site involve land that is in or near an area that has <u>any</u> of the following characteristics:</b></p> <ul style="list-style-type: none"> <li>o Water is present – ponds, streams, springs, seeps, water filled depressions, soggy ground under foot, trees with shallow roots or water marks?</li> <li>o Wetland plants, such as cattails, ferns, sphagnum moss, willows, red maple, trees with roots growing along the ground surface, swollen trunk bases, or flat root bases when tipped over?</li> <li>o Wetland Soils – soil is dark over gray, gray/blue/green? Is there presence of rusty/red/dark streaks? Soil smells like rotten eggs, feels greasy, mushy or wet? Water fills holes within a few minutes of digging? (See <a href="#">Landowners Guide to Wetlands</a> for additional information on identifying wetlands onsite.)</li> </ul>	<p>Yes                  <input type="radio"/></p> <p>No                    <input checked="" type="radio"/></p> <p>Not Sure            <input type="radio"/></p>
<p>If you answered <b>yes</b> or <b>not sure</b> to <u>either</u> of the above questions, you will need to contact your <a href="#">District Wetlands Ecologist</a> using the <a href="#">Wetland Inquiry Form</a>. The District Wetlands Ecologist can help determine the approximate locations of wetlands and whether you need to hire a Wetland Consultant to conduct a wetland delineation. Alternatively, if you answered <b>yes</b> or <b>not sure</b> to <u>either</u> of the above questions, you can simply budget for a Wetland Consultant in the proposed scope of work. Any activity within a Class I or II wetland or wetland buffer zone (minimum of 100 feet and 50 feet respectively) which is not exempt or considered an “allowed use” under the <a href="#">Vermont Wetland Rules</a> requires a permit. All permits must go through review and public notice process, which takes at minimum 6 weeks for a General Permit and 5 months for an Individual Permit.</p> <p><b>Regulatory Point of Contact Name/Position:</b></p>	
<p><b>1. Is your project a Wetland Restoration project type?</b></p>	<p>Yes                  No</p> <p style="text-align: center;"> <input type="radio"/>                  <input checked="" type="radio"/> </p>
<p>If you answered yes, under the <a href="#">Vermont Wetland Rules</a> you will need an “allowed use” determination from the DEC Wetlands Program. Contact your <a href="#">District Wetlands Ecologist</a> using the <a href="#">Wetland Inquiry Form</a>.</p> <p><b>Regulatory Point of Contact Name/Position:</b></p>	
<p><b>V. Fish and Wildlife</b></p>	
<p>State law protects endangered and threatened species. No person may take or possess such species without a Threatened &amp; Endangered Species Takings permit.</p> <p><b>1. Does your project involve cutting down trees larger than 5 inches in diameter in any of the following towns?</b> Addison, Arlington, Benson, Brandon, Bridport, Bristol, Charlotte, Cornwall, Danby, Dorset, Fair Haven, Ferrisburgh, Hinesburg, Manchester, Middlebury, Monkton, New Haven, Orwell, Panton, Pawlet, Pittsford, Rupert, Salisbury, Sandgate, Shoreham, Starksboro, St. George, Sudbury, Sunderland, Vergennes, Waltham, West Haven, Weybridge, Whiting</p>	<p>Yes                  No</p> <p style="text-align: center;"> <input type="radio"/>                  <input checked="" type="radio"/> </p>

<sup>14</sup> To view the Wetland Screening Tool introduction video, see <https://youtu.be/6lv5en0AB1o>

<b>2. Is the project site within 1 mile of a mapped<sup>15</sup> Significant Natural Community or Rare, Threatened, or Endangered Species?</b>	Yes <input type="radio"/> No <input checked="" type="radio"/>
<p>If <b>yes</b> to either of the above questions, connect with the VT Fish and Wildlife department (everett.marshall@vermont.gov 802-371-7333) to discuss your project and any necessary permitting.</p> <p><b>Regulatory Point of Contact Name/Position:</b> Mr. Bob Popp - Department Botanist 1-4-23</p>	
<b>VI. Stormwater</b>	
<b>1. Will the project disturb more than an acre of land during construction, add or redevelop impervious surface, create new development or <a href="#">otherwise require a Stormwater permit?</a></b>	Yes <input type="radio"/> No <input checked="" type="radio"/>
<p>If <b>yes</b>, forward to the appropriate <a href="#">Stormwater specialist</a> to ensure necessary permitting. Use the <a href="#">Water Quality Project Screening Tool</a> to find the Stormwater specialist for your project's region.</p> <p><b>Regulatory Point of Contact Name/Position:</b></p>	
<b>VII. Solid Waste</b>	
<b>2. Will you be creating any debris (including construction and demolition waste, stumps, brush, untreated wood, concrete, masonry, and mortar) with your project that you intend to bury on site? <sup>16</sup></b>	Yes <input type="radio"/> No <input checked="" type="radio"/>
<p>If yes, connect with the Waste Management &amp; Prevention Division (dennis.fekert@vermont.gov 802-522-0195) to discuss your project and any necessary permitting.</p> <p><b>Regulatory Point of Contact Name/Position:</b></p>	
<p>Provide below or attach a narrative summary of Table 4 findings. Please include:</p> <ol style="list-style-type: none"> <li>a. Which permits or permit amendment are needed or might be needed?</li> <li>b. What type might be needed? (e.g. a general or individual permit)?</li> <li>c. What concerns were voiced by permitting staff?</li> <li>d. How will the proposed scope of work address these concerns?</li> </ol>	
<b>Is the project, as proposed, reasonably considered permit-able by all applicable</b>	Yes <input checked="" type="radio"/> No <input type="radio"/>

<sup>15</sup> Find both of these layers on the ANR Atlas under Atlas Layers/Fish and Wildlife. Use the Measurement tool to 1) Plot Coordinates for your project 2) select the coordinates from the left panel 3) select the Radius Tool 4) click on your project location 5) Indicate 1 mile distance 6) look for overlap with either of these mapped layers.

<sup>16</sup> If your project will result in the transfer and disposal of debris (including construction and demolition waste, stumps, brush, untreated wood, concrete, masonry and mortar), you do not need a permit from this office as long as you hire a [licensed solid waste hauler](#) and bring the material to a certified facility.

ANR permitting programs? (Answer must be Yes to continue)	
--	--

### Step 5: Conduct Eligibility Criteria #5-8 Screenings

Table 5A. Eligibility Criteria 5-8	
<b>Landowner and Operation and Maintenance Responsible Party Support.</b> Project identifies and demonstrates commitment from a qualified and willing operation and maintenance responsible party. Project demonstrates landowner support for the proposed project phase.  (Answer must be YES to proceed)	Yes <input checked="" type="radio"/> No <input type="radio"/>
<b>Budget.</b> Project budget includes ineligible expenses. (Answer must be NO to proceed)	Yes <input type="radio"/> No <input checked="" type="radio"/>
<b>Leveraging.</b> Proposed leveraging meets required leveraging levels (if applicable), meets the definition of leveraging, and comes from eligible sources (Answer must be YES or N/A to proceed)	Yes <input type="radio"/> No <input type="radio"/> N/A <input checked="" type="radio"/>
<b>Funding Program Specific Eligibility.</b> Project meets additional funding program eligibility requirements*. Please list applicable funding program below: ACT 76   (Answer must be YES to proceed) *If Water Quality Restoration Formula Grant, complete Step 6 below	Yes <input checked="" type="radio"/> No <input type="radio"/>

### Step 6: Screening Projects on Agricultural Lands (Water Quality Restoration Formula Grants Only)

For Water Quality Restoration Formula Grant projects, please complete the following information as part of your Funding Program Specific Eligibility Screening (Criteria 8). Please note this must be completed for all projects located on agricultural lands regardless of project type. See [CWIP Project Types Table](#) for eligible project types.

Table 6A. Screening Projects on Agricultural Lands	
1. Is the proposed project located on a <a href="#">jurisdictional farm operation</a> <sup>17</sup> ?  Complete a preliminary review to	<input type="radio"/> Yes - Proceed to next question below.

<sup>17</sup> Jurisdictional farm operations are required to meet Vermont’s Required Agricultural Practices (RAPs).

<p>determine if it is a <a href="#">jurisdictional farm operation</a>, and any case that requires consultation with AAFM will occur via the <a href="#">farm determination</a> process. Please note this form must be submitted by the farm operation/landowner seeking the determination.</p>	<p><input checked="" type="radio"/> <b>No</b><sup>18</sup> - There is no additional requirements related to agricultural review for these projects.</p>
<p><b>2. Is the proposed project an agricultural project?</b></p> <p>Examples of agricultural projects include but are not limited to Production Area Practices – (e.g. Waste Storage Facilities, Heavy Use Area, Diversion) Fence, Livestock Exclusion, Filter Strip, Cover Crop, Reduced Tillage, Manure Injection, Rotational Grazing. Please note this is not an exhaustive list of all agricultural practices.</p>	<p><input type="radio"/> <b>Yes</b> - Agricultural Projects on jurisdictional farms are not an eligible project type. You can provide a referral to an applicable state or federal agricultural <a href="#">assistance program</a>, or a local organization.</p> <p><input checked="" type="radio"/> <b>No</b>- The natural resource, innovative, or other project type will require an agricultural project review and approval from the Vermont Agency of Agriculture, Food and Markets (VAAFAM) to ensure a consistent approach on farms statewide that follows rules, regulations, and laws in place. Please follow Steps 1 &amp; 2 below.</p> <p><b>Step 1</b>- Please submit a detailed description of the project, project site, project details, landowner, farm operation, and any other relevant information to VAAFAM at <a href="mailto:AGR.WaterQuality@Vermont.gov">AGR.WaterQuality@Vermont.gov</a> .</p> <p><b>Step 2</b>- Once you complete this Agricultural Project Review, please allow 30 days for a response. Once that response has been received, please include a summary of the response in the next section.</p>

Agricultural Project Review Status & Summary:	
Check as Applicable	Status
<input type="checkbox"/>	Submitted/ Pending
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Denied

<sup>18</sup> Note CWIP’s Agricultural Pollution Prevention project type eligibility is limited to land where owner or operator is not a jurisdictional farm (i.e., not required to meet the Required Agricultural Practices (RAPs)). As such, projects that meet the definition of the Agricultural Pollution Prevention project type in the Appendix B. Project Types Table are not subject to review by VAAFAM.

**Please include a summary of the response here:**

Not Applicable

**Please note that it is expected that all projects with the status “submitted/pending” will be “approved” prior to a project approval for funding.**

**Pomeroy, Staci**

Wed, Dec 14,  
2022, 9:31 AM

Morning Ken,

Thank you for providing the WCA assessment report.

Given the gullies on Falls tail are associated with stormwater, and not streams, this would fall under the Stormwater gully project type. I do not need to review this project type; unless there was worked proposed in the receiving stream.

Have a good day and Happy Holiday Season.

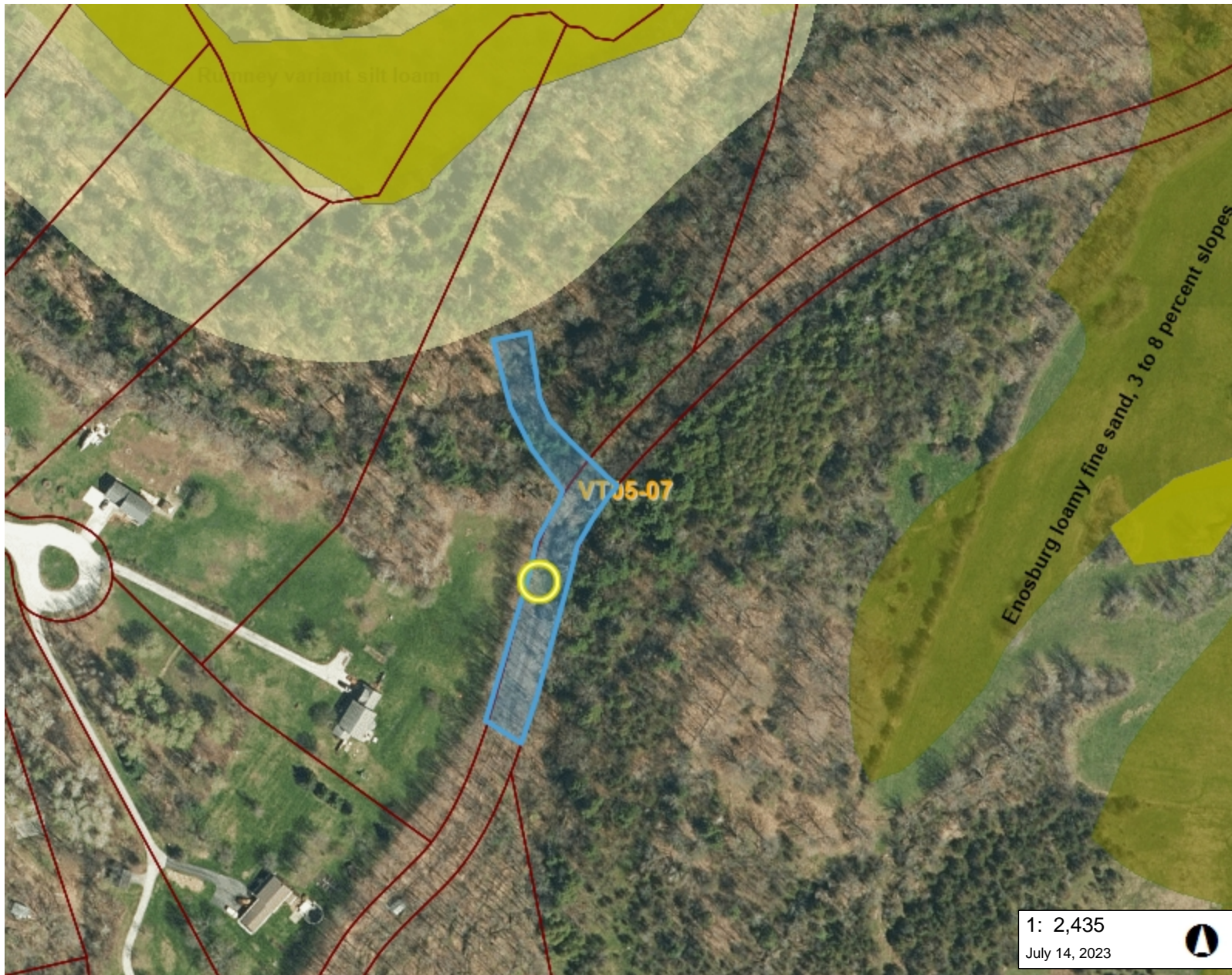
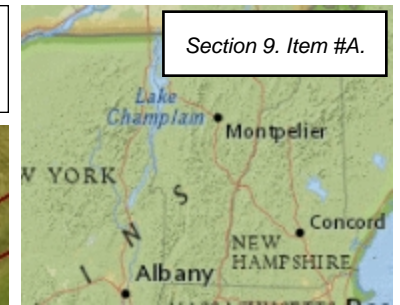
**Popp, Bob**

Jan 4, 2023, 9:49 AM (8 days ago)

to me

Ken, I believe your coordinates are quite a way upstream from the mouth, but I have attached a map for you to check.

Bob Popp  
VT Dept of Fish & Wildlife  
Department Botanist  
Barre, V



### LEGEND

- Wetland - VSWI
  - Class 1 Wetland
  - Class 2 Wetland
  - Wetland Buffer
- Wetlands Advisory Layer
- River Main Stem Waterbodies
- WBID Watersheds
- Flood Hazard Areas (Only FEM)
  - AE (1-percent annual chance flood)
  - A (1-percent annual chance floodpl.)
  - AO (1-percent annual chance zone feet)
  - 0.2-percent annual chance flood ha
- River Corridors (Aug 27, 2019)
  - .5 - 2 sqmi.
  - .25-.5 sqmi.
- Soils - Hydric
- Parcels (standardized)
- ACT250 Permits
- Town Boundary

1: 2,435  
July 14, 2023



124.0 0 62.00 124.0 Meters  
 WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere 1" = 203 Ft. 1cm = 24 Meters  
 © Vermont Agency of Natural Resources THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

### NOTES

Georgia, VT

Falls Road Trail

7/1/2024

Georgia, VT

Opinion of Probable Costs



Vtrans Code	Item	Description	Amount	Unit	Amount	Unit	Total
<b>General Construction</b>							
<b>Site Preparation</b>							
	653.475	Silt Fence	115	LF	\$ 4.51	\$/LF	\$ 519
							Subtotal: \$ 519
<b>Stone Channel</b>							
	203.15	Common Excavation	25	CY	\$ 18.27	\$/CY	\$ 460
	613.10	Stone Fill (type I)	38	CY	\$ 70.81	\$/CY	\$ 2,691
	301.25	1-1/2" Coarse Aggregate	31.5	CY	\$ 52.07	\$/CY	\$ 1,640
	301.15	Crushed Gravel	12.6	CY	\$ 75.00	\$/CY	\$ 945
	NA	Allowance for Difficult Access		%	40%	\$	\$ 2,295
							Subtotal: \$ 8,031
<b>Plunge Pool</b>							
	203.15	Common Excavation	15	CY	\$ 18.27	\$/CY	\$ 270
	613.10	Stone Fill (type I)	5	CY	\$ 70.81	\$/CY	\$ 354
	NA	Gabion Cages	25	Each	\$ 30.00	\$/Each	\$ 750
	613.10	Stone Fill (type I)	14.82	CY	\$ 70.81	\$/CY	\$ 1,049
	541.22	Concrete Gabion Footers	4	CY	\$ 2,160.23	\$/CY	\$ 9,354
	507.11	Reinforcing Steel, Level I	162	LB	\$ 2.02	\$/LB	\$ 327
							Subtotal: \$ 11,778
<b>Basin</b>							
	203.15	Common Excavation	148	CY	\$ 18.27	\$/CY	\$ 2,707
		18" HDPE Pipe	20	LF	\$ 100.00	\$/LF	\$ 2,000
	653.20	Erosion Blanket	167	SY	\$ 3.26	\$/SY	\$ 544
	613.10	Stone Fill (type I)	1	CY	\$ 70.81	\$/CY	\$ 71
							Subtotal: \$ 5,251
<b>Miscellaneous</b>							
	203.15	Common Excavation	7	CY	\$ 18.27	\$/CY	\$ 132
	NA	Seed (Vermont Conservation Seed Mix)	8	LB	\$ 14.00	\$/LB	\$ 112
							Subtotal: \$ 244
<b>Subtotal Construction Cost:</b>							<b>\$ 25,822</b>
Mobilization/Demobilization (5%)							<b>\$5,000</b>
Contingency (40%)							<b>\$10,329</b>
<b>Total (rounded to the next highest \$1,000) =</b>							<b>\$42,000</b>

**DRAFT** BID DOCUMENTS

# Falls Road Trail

## Stormwater Improvements

Prepared for:  
**Town of Georgia**  
**47 Town Common Rd N,**  
**Georgia, VT 05478**  
**July 1, 2024**

Prepared By:  
Watershed Consulting  
208 Flynn Avenue, Suite 2H  
Burlington, VT 05401  
P (802) 497-2367  
Email [andres@watershedca.com](mailto:andres@watershedca.com)

# FALLS ROAD TRAIL

## STORMWATER IMPROVEMENTS

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# Falls Road Trail STORMWATER IMPROVEMENTS INVITATION FOR BID

The Chittenden County Regional Planning Commission (The “Agent of the Owner”), acting on the behalf of the Town of Georgia (The “Owner”), is accepting bids for the construction of Stormwater Improvements at the FALLS ROAD TRAIL properties located on Falls Road Trail in Georgia, Vermont. Bids will be received via email to [PERSON] {EMAIL} until 1 P.M. prevailing time on \_\_\_\_\_, 2024. The bids will be opened at 1 P.M. on \_\_\_\_\_, 2024 via Zoom Video Conference at a link to be sent to all bidders.

The project includes the following work:

- 1) Construction of a grassed infiltration basin.
- 2) Construction of Stormwater conveyance (culvert).
- 3) Construction of a plunge pool and two gabion check dams.
- 4) Construction of two water bars.
- 5) Stabilization of gully via a stone channel.

Plans and Bid Documents will be available in PDF format by emailing [PERSON] ({EMAIL}). An optional pre-bid meeting at the site will be held on DATE at TIME P.M. at LOCATION. Contractors not able to make this site visit may schedule an alternative time by emailing {EMAIL}. Estimated issuance of award is DATE.

The project start date for the work is no earlier than DATE. Substantial Completion for the work is scheduled for no later than DATE.

Payment and Performance bonds are required. Lien releases for major suppliers are required at time of the submittal of monthly requisitions. The right is reserved to waive any informalities or to reject any or all bids received, and the OWNER reserves the option to award the Contract to one of the three low bidders.

# FALLS ROAD TRAIL STORMWATER IMPROVEMENTS PROJECT SUMMARY

## Scope of Work

The project includes the following work:

- 1) Construction of a grassed infiltration basin.
- 2) Construction of Stormwater conveyance (culvert).
- 3) Construction of a plunge pool and two gabion check dams.
- 4) Construction of two water bars.
- 5) Stabilization of gully via a stone channel.

## Special Conditions/Instructions for Contractors

This list represents a quick summary of some of the issues and expectations associated with this project.

- 1. **Project Schedule** - The project schedule calls for project award by **DATE**. Construction Start will be authorized to begin **DATE** with substantial completion scheduled for **DATE**.
- 2. **Site Preparation** – **The CONTRACTOR will be responsible for providing localized portable toilets for its employees and subcontractors.** The OWNER is responsible for any permits necessary to do the work.
- 3. **Coordination with the OWNER and the AGENT of the OWNER** - A preconstruction meeting will be held prior to **DATE** at the site to review the construction schedule and logistics. Weekly project meetings will be held to review project status and to facilitate action items required for future work. The CONTRACTOR will supply the AGENT of the OWNER with a weekly construction progress report to be used for work completion approvals and payment approvals.

All communications from the CONTRACTOR to the AGENT of the OWNER during the construction phase will also be shared with the OWNER to address any questions regarding project components during the bid and construction phases and is to be copied on all RFIs, Change Order requests, and submittals.

4. **Construction Layout** - The CONTRACTOR will be responsible for all construction layout. Points of known horizontal location with coordinates are depicted on the design plans. An AutoCAD file of the project will be made available to the CONTRACTOR.
5. **Work Limits/Scheduling** - The CONTRACTOR shall contain their work to specified portions of the property to limit the interruption to the community.
6. **Work Hours** - In order to maintain a responsible relationship with the surrounding community, work hours will be from 7 AM to 5:30 PM Monday through Saturday. Sunday work hours will run from 8:30 AM to 4:30 PM.
7. **Laydown Areas** – The OWNER will make available area adjacent to infiltration basin for storage of materials subject to landowner approval.
8. **Erosion Prevention and Sediment Control** – CONTRACTOR shall follow the requirements set forth in the State of Vermont’s Low Risk Site Handbook and the associated EPSC authorization issued by the State of Vermont.
9. **Cut/Spoil Material** – Shall be removed from the property.
10. **Payments, Releases and Lien Waivers** – Payments by the AGENT of the OWNER to the CONTRACTOR shall be conditioned upon the submission by the CONTRACTOR of evidence satisfactory to the AGENT of the OWNER that all claims for labor, material, and any other outstanding indebtedness in amounts greater than \$2,000 for materials or services in connection with this contract have been paid. This will take the form in the submittal of lien waivers with each request for payment.

END OF PROJECT SUMMARY

### INSTRUCTIONS TO BIDDERS

**RECEIPT AND OPENING OF BIDS:** Bid proposals will be received via email to the following recipient: [PERSON] ([EMAIL]) until 1 P.M. prevailing time on [DATE]. The bids will be opened at 1 P.M. on [DATE] via Zoom Video Conference at a link to be sent to all bidders.

**SCHEDULE:** The CONTRACTOR shall provide a schedule of construction and the sequence in which the CONTRACTOR proposes to carry out the work, with dates at which they will start the several salient features of the work and the contemplated dates for completing the same at the time of the preconstruction meeting.

**LOCATION OF WORK:** The work herein specified is located along Falls Road Trail in Georgia, VT.

**DESCRIPTION OF WORK:** This project consists of five principal tasks that include.

- 1)Construction of a grassed infiltration basin.
- 2)Construction of Stormwater conveyance (culvert).
- 3)Construction of a plunge pool and two gabion check dams.
- 4)Construction of two water bars.
- 5)Stabilization of gully via a stone channel.

**DEFINED TERMS:** The term "Bidder" means one who submits a Bid directly to the AGENT of the OWNER, as distinct from a Sub-bidder who submits a Bid to a Bidder. The term "Successful Bidder" means the most qualified and responsible Bidder to whom the AGENT of the OWNER (on the basis of AGENT of the OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids) and plans.

**EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; and (d) notify ENGINEER no later than the time of bid of all conflicts, errors or discrepancies in the Contract Documents.

**UTILITIES:** Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by OWNERs of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

**EXCAVATIONS:** The site shall be maintained in a safe and secure manner at all times.

**SITE MANAGEMENT:** The lands upon which the Work is to be performed, rights-of-way, and

easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR.

**ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the Plans, Bid Documents or other Contract Documents will be made orally. Every request for such interpretation shall be in writing, addressed to [PERSON] ({EMAIL}) and to be given consideration, must be received at least three (3) days prior to the date fixed for the receipt of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be posted to the VT Bid Registry and emailed to all prospective Bidders no later than two (2) days prior to the date fixed for the receipt of Bids. All addenda shall be acknowledged on the Bid Form. Failure of any Bidder to receive any such addendum or interpretation, shall not relieve any Bidder from any obligation under their Bid as submitted. All addenda, so issued, shall become part of the Contract Documents.

**PREPARATION OF PROPOSAL:** Proposals must be submitted on the prescribed form. All blank spaces for Bid prices must be filled in, in ink, with the lump sum price for each item.

The bid response shall include a narrative describing how the CONTRACTOR will manage the minimization of damage to surfaces and how the final stabilization measures will be implemented. All Bids must be submitted in one PDF electronic document. No Bid Security is required.

**PRICE BID:** The prices shall be stated in both words and figures in the appropriate places in the proposal for the various items, and all Bids may be considered informal which contain items not specified in the form of bids. In case of discrepancy between the words and figures, or applied mathematics, the words shall govern.

**LIEN WAIVERS:** A Lien Waiver will be required for the supplier of any materials or services exceeding \$2,000 in value prior to release of the one and only payment for the project.

**MODIFICATIONS TO BIDS:** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the Opening of Bids.

**SIGNATURES OF BIDDERS:** The firm, corporate, or individual name of the Bidder must be signed by the Bidder in the space provided for the signatures on the proposal blank. In the case of a corporation, the title of the officer signing must be stated, and such officer must be thereunto duly authorized. In the case of partnership, the signature of at least most of the partners must follow the firm name, using the term "member of firm". In case of any individual, use the term "doing business as..." or "sole owner". The Bidder shall further state in their proposal, the name and address of each person or corporation interested therein.

**WITHDRAWAL OF PROPOSAL:** No Bidder may withdraw a Bid within sixty (60) days after the actual date of the receipt thereof without the permission of the AGENT of the OWNER.

**RIGHT TO ACCEPT OR REJECT PROPOSALS:** The AGENT of the OWNER may consider

informal, any Bid not prepared in accordance with the provisions hereof, and may waive any informalities in, or reject part or all of any bid. Any Bid received after the time and date specified will not be considered.

**AWARD OF CONTRACT:** The AGENT of the OWNER will choose from the three lowest accepted bids. The Town reserves the right to reject any and all bids. Notice of the acceptance of this proposal will be given to the successful Bidder.

**EXECUTION OF CONTRACT:** The Bidder to whom the Contract may be awarded will be required to execute a written Contract with approved sureties within five (5) calendar days from the date of the service of notice to that effect.

A Bidder to whom a Contract is awarded and who is a corporate body shall furnish, at the time of the execution of the Contract, a resolution of the directors of the corporation, evidencing authority of the officer signing the Contract to do so. A copy of the proof shall be attached to each copy of the Contract.

**COMMENCEMENT AND COMPLETION OF WORK:** The CONTRACTOR shall commence work under this Contract in accordance with the following schedule:

Project start date for the work is no earlier than **DATE**. Substantial Completion Date for the work is no later than **DATE**.

**LIABILITY INSURANCE:** Certificates of Insurance – All CONTRACTORs hired through this contract shall name the AGENT of the OWNER and the OWNER as an additional insured on their insurance policy and provide the AGENT of the OWNER with proof of insurance to the commencement of any work under their contract with the AGENT of the OWNER.

**ALTERNATES, SUBSTITUTIONS AND CONTRACTOR'S OPTIONS:** Whenever in the Plans and Specifications any item of equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an approved equal product, acceptable to the AGENT of the OWNER, may be substituted by the Bidder or CONTRACTOR. All substitutions shall be identified prior to installation. If the AGENT of the OWNER approves a substitution that results in a lower cost to the CONTRACTOR, then said CONTRACTOR shall issue a credit acceptable to the OWNER.

**END OF INSTRUCTIONS TO BIDDERS**

# FALLS ROAD TRAIL STORMWATER IMPROVEMENTS BID PROPOSAL

Due Date: **DATE**

Proposal from: \_\_\_\_\_  
hereinafter called "Bidder"

- "a corporation" of the State of \_\_\_\_\_
- "a partnership," registered in the State of \_\_\_\_\_

To Town of Georgia:

The Bidder, in compliance with the invitation for bids for the **Falls Road Trail Stormwater Improvements**, having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written NOTICE TO PROCEED of the AGENT of the OWNER and to reach substantial completion of the project as outlined in the Instruction to Bidders.

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby acknowledges that they have read this proposal in its entirety and understands and agrees to all provisions contained herein.

Respectfully Submitted:

\_\_\_\_\_  
(Firm Name)

By \_\_\_\_\_  
(Signature)

# FALLS ROAD TRAIL STORMWATER IMPROVEMENTS PRICE SCHEDULE

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

**THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE WORK AS SHOWN ON THE PLANS IN ACCORDANCE WITH ALL VTRANS SPECIFICATIONS, AND ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS FOR THE LUMP SUM BID PRICE AS PROVIDED BELOW.**

Acknowledgement of Receipt of Addenda

Addendum #1 (if issued) Date: \_\_\_\_\_

Addendum #2 (if issued) Date: \_\_\_\_\_

### BID SUMMARY

<b>BASE BID – Infiltration Basin Treatment System</b>	
TOTAL AMOUNT IN FIGURES:	\$ _____
<b>BASE BID – Plunge Pool with two Gabion Check Dams</b>	
TOTAL AMOUNT IN FIGURES:	\$ _____
<b>BASE BID – Stormwater Conveyance (culvert with stone aprons, waterbars, stone in gully)</b>	
TOTAL AMOUNT IN FIGURES:	\$ _____
<b>TOTAL BID</b>	
TOTAL AMOUNT IN FIGURES:	\$ _____

SUBMITTED on \_\_\_\_\_ 2024

By:

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation) (Title)

\_\_\_\_\_  
(CORPORATE SEAL)

Attest: \_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Phone Number)

END OF FORM

**CONTRACT AGREEMENT**

FOR THE FALLS ROAD TRAIL STORMWATER IMPROVEMENTS, GEORGIA, VERMONT.

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty-four between the **Town of Georgia** duly authorized therefore, party of the first part, and \_\_\_\_\_, party of the second part, WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part for itself, its successors, and assigns, and the party of the second part for them and their heirs, executors, and administrators or successors and assigns, as follows:

ARTICLE 1 - DEFINITIONS

Wherever the words defined in this article, or pronouns used in their stead, occur in this Contract and Specifications hereto attached, they shall have the meanings herein given.

AGENT of the OWNER - The AGENT of the OWNER shall mean the party of the first part, above designated, or any board, officer, or agent, duly authorized to act for the said party of the first part, in the execution of the Work called for in this Contract.

CONTRACTOR - The word CONTRACTOR shall mean the party of the second part, above designated, entering into this Contract for the performance of the Work required, or the legal representative of said party or the agent appointed for said party in the performance of the Work.

SUBCONTRACTOR - The word SUBCONTRACTOR shall mean a person, firm or corporation supplying labor and materials or only labor for Work at the site of the Project for, and under separate Contract or agreement with the CONTRACTOR.

ENGINEER - The word ENGINEER shall mean OWNER, either acting directly or through any duly authorized representatives.

STANDARD SPECIFICATIONS - Reference to "Standard Specifications" and "Standard Specifications for Road and Bridge Construction" mean the State of Vermont, Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition and all its amendments.

WORK - The word WORK shall mean all work as specified or indicated in the Contract Documents. The work is generally described as follows: 1) Construction of a grassed infiltration basin, 2) Construction of Stormwater conveyances (culvert), 3) Construction of a plunge pool and two gabion check dams, 4) Construction of two waterbars, 5) Stabilization of gully via stone channel.

CONTRACT PRICE – AGENT of the OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents, a Contract Price based on the unit price for each item described in the attached Unit Price Schedule. The total Contract Price shall be the

price sum for all the units of Work ultimately required for the completion of the Work, as determined by the ENGINEER. Based on estimated quantities, the Contract Price is \$\_\_\_\_\_.

CONTRACT DOCUMENTS - The Contract Documents which comprise the entire agreement between AGENT of the OWNER and CONTRACTOR are attached to this agreement, made part hereof and consist of the following:

1. This Contract Agreement
2. Contractor's Bid Form
3. Payment Bond or Letter of Credit
4. Performance Bond
5. Notice of Award
6. Supplementary General Conditions
7. Addendum (if issued)
8. Regulatory Attachments
9. Technical Specifications and Drawings
10. Standard State Provisions for Subcontracts and Subgrants

There are no other Contract Documents other than those listed above. The Contract Documents may only be altered, amended, or repealed by a modification in the form of Change Order, Work Directive Change or Written Amendment.

Article 2 - Contractor's Representations

In order to induce AGENT of the OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 2.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the Work.
- 2.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting costs, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 2.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

2.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

2.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

2.6 CONTRACTOR agrees to furnish a Warrantee Bond in the amount of the full Contract Price which will continue in effect for one (1) full year after final completion of Work.

ARTICLE 3 - OBLIGATIONS AND LIABILITY

3.1 The CONTRACTOR shall do all the Work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary or proper for performing and completing the Work required by this Contract, in the manner and within the time hereinafter specified. They shall complete the entire Work to the satisfaction of the ENGINEER, and in accordance with the Specifications and Drawings herein mentioned, at the prices herein agreed upon and fixed therefor. All the Work, labor and materials to be done and furnished under this Contract, shall be done and furnished strictly pursuant to, and in conformity with the attached Specifications and the directions of the ENGINEER as given from time to time during the progress of the work, under the terms of this Contract, and also in accordance with the Contract Drawings.

3.2 The CONTRACTOR shall coordinate their operations with those of other contractors who may be employed on other work of the OWNER, and shall avoid interference therewith and cooperate in the arrangements for storage of materials.

3.3 The CONTRACTOR shall conduct their work so as to interfere as little as possible with private business and public travel. They shall, at their own expense, wherever necessary or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

3.4 The CONTRACTOR shall take all responsibility for the Work done under this Contract, for the protection of the Work, and for preventing injuries to persons and damage to property and utilities on or about the Work. They shall not be relieved of their responsibility by any right of the ENGINEER or give permission relating to any part of the Work, or by any such permission given or by failure of the ENGINEER to give such permission. The CONTRACTOR shall bear all losses resulting to them or to the OWNER or AGENT of the OWNER on account of the amount or character of the Work, or because of the nature of the land in or on which the Work is done is different from what was estimated or expected, or on account of the weather, elements, or other causes. The CONTRACTOR shall assume the defense of all claims of whatsoever character against the CONTRACTOR, the OWNER, or the AGENT of the OWNER and indemnify, save harmless, and insure the OWNER and AGENT of the OWNER, its officers or agents, against all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the Work. Claims against the CONTRACTOR by abutters and others shall be settled in an expedient manner, proof of which shall be provided to the ENGINEER.

ARTICLE 4 - ENGINEER TO DECIDE

4.1 The ENGINEER shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of Work and materials which are to be paid for under this Contract, shall determine all questions in relation to said Work and the construction thereof, and shall in all cases decide every question of fact which may arise relative to the fulfillment of this Contract on the part of the OWNER, the AGENT of the OWNER and on the part of the CONTRACTOR.

4.2 Any differences or conflicts which may arise between the CONTRACTOR and other contractors of the OWNER in regard to their Work shall be adjusted and determined by the ENGINEER.

4.3 Nothing in this agreement shall be construed as giving the ENGINEER the responsibility for or the authority to direct or supervise construction methods, techniques, procedures or safety methods.

ARTICLE 5 - INTENTION OF THE DOCUMENTS

5.1 The ENGINEER shall make all necessary explanations as to the meaning and intention of the Drawings and Specifications.

5.2 The order or sequence of execution of the Work and the general conduct of the Work shall be subject to the approval of the ENGINEER, who shall have authority to direct the order or sequence where public necessity or welfare shall require, which approval or direction shall not affect the responsibility of the CONTRACTOR in the conduct of the Work. Prior to commencement of the work and weekly throughout the project, the CONTRACTOR shall submit to the ENGINEER a detailed Critical Path Method Schedule for the project.

ARTICLE 6 - ABSENCE OF CONTRACTOR

6.1 Work shall neither commence nor proceed unless supervised by the CONTRACTOR or their duly authorized superintendent or foreman. Delays in the Work due to the absence of the CONTRACTOR or their duly authorized superintendent or foremen shall not constitute a reason for extension of time for completion. The ENGINEER shall be notified at least 24 hours in advance, for the deviation from the normal daily work schedule.

ARTICLE 7 - PARTS OF CONTRACT

7.1 The information for Bidders, all Addenda, the Proposal submitted by the CONTRACTOR, the Specifications, and the Contract Drawings are made parts of this Contract.

ARTICLE 8 - DISCREPANCIES, ERRORS AND OMISSIONS

8.1 The Drawings and Specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the ENGINEER shall be final and binding on both parties of this Contract. The CONTRACTOR shall immediately notify the ENGINEER of any known discrepancies for proper resolution.

8.2 Any corrections of errors or omissions in Drawings and specifications may be made by the ENGINEER when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of Work to be done by the CONTRACTOR, compensation for said additional Work shall be made in accordance with the provisions of the Contract for Extra Work.

8.3 The fact that specific mention of a fixture, or of any part of the Work, is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the Drawings, or is usually and customarily required to complete fully such Work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter of any claim for extra compensation, but the said fixtures or work, or both, shall be installed or done the same as if called for both by the Drawings and by Specifications.

ARTICLE 9 - INSURANCE

9.1 Indemnification

9.1.1. The CONTRACTOR shall indemnify and hold harmless the AGENT of the OWNER, OWNER, and its agencies and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.1.2. In any and all claims against the AGENT of the OWNER, OWNER, or any Act of its agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

9.2 Insurance

9.2.1. Worker's Compensation Insurance: Workers Compensation Insurance to cover its employees and CONTRACTOR shall require all SUBCONTRACTORS similarly to provide Worker's Compensation Insurance as required by the State of Vermont for all of the SUBCONTRACTOR's employees. All Worker's Compensation policies shall be endorsed with the following specific language: "This policy shall not be canceled without first giving thirty (30) days prior notice to the AGENT of the OWNER and OWNER by certified mail."

9.2.2. Comprehensive General Liability Insurance: Personal Injury and Property Damage Insurance for all activities of CONTRACTOR and its SUBCONTRACTORS arising out of or in connection with this Contract, written on a broad form comprehensive general liability basis in an amount no less than \$2,000,000, combined single limit personal injury and property damage for each occurrence. Liability Coverage for underground damage explosion, collapse and demolition, if applicable. Coverage will be in the amount of \$1,000,000 for each person. The CONTRACTOR shall assume full liability for any and all damage or injury to persons or property caused either directly or indirectly by the use of explosives by the CONTRACTOR.

9.2.3. Motor Vehicle Insurance: CONTRACTOR shall provide motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-ownership coverage in an amount no less than \$500,000 combined single limit on an occurrence basis. Coverage will include amount of \$500,000 for each person. Policy also to include medical payments of at least \$1,000 per person.

9.2.4. All policies required 1, 2 and 3 above shall be endorsed with the following specific language:

9.2.4.a. The Chittenden County Regional Planning Commission and Town of Georgia are named as additional insured for all liability arising out of the operation by or on behalf of the name insured, and their policy protects the additional insured, its officers, agents, and employees against liability for bodily injuries, deaths, or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

9.2.4.b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies had been issued to each insured.

9.2.4.c. The insurance provided herein is primary, and no insurance held or owned by the Town of Georgia or the Chittenden County Regional Planning Commission shall be called upon to contribute to a loss.

9.2.4.d. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Town of Georgia and the Chittenden County Regional Planning Commission.

9.2.5. The following documentation of insurance issued or countersigned by a Vermont licensed agent shall be submitted by CONTRACTOR to the Chittenden County Regional Planning Commission within thirty (30) working days of the date of this Agreement:

9.2.5.a. A Certificate of Insurance for Worker's Compensation Insurance for CONTRACTOR. A copy of the required policy endorsements given in subparagraph 1 shall be attached to each such certificate submitted.

9.2.5.b. Certificates of Insurance showing the limits of insurance, provided pursuant to subparagraph 2 and 3 certified copies of all policies, and signed copies of the specified endorsements for each policy.

ARTICLE 10- PATENTS

10.1 The CONTRACTOR shall indemnify and save harmless the AGENT of the OWNER, OWNER; and all persons acting for or on behalf of the OWNER, from all claims and liability of any nature or kind, including costs and expenses arising from or occasioned by the use or manufacture of any design, device, material or process covered by letters of patents or copyright, including their use by the OWNER.

ARTICLE 11 - COMPLIANCE WITH LAWS

11.1 The CONTRACTOR shall keep himself fully informed of all State and National laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Work, or the materials used in the Work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Plans, Drawings, Specifications, or Contract for this Work in relation to any such law, ordinances, regulations, orders or decrees, they shall forthwith report the same to the ENGINEER in writing. They shall at all times, themselves, observe and comply with, and cause all their agents and employees to observe and comply with, all such laws, ordinances, regulations, orders or decrees; and shall protect and indemnify the AGENT of the OWNER, OWNER, their officers, and agents, against any claims or liability arising from or based upon violation of any such law, ordinances, regulations, orders, or decrees, whether by himself or their employees.

ARTICLE 12 - PROVISIONS REQUIRED BY LAW DEEMED INSERTED

12.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 13 - PERMITS

13.1 The OWNER shall, at its own expense, take out all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work covered by this Contract.

ARTICLE 14 - NOT TO SUBLET OR ASSIGN

14.1 The CONTRACTOR shall give their personal attention constantly to the faithful prosecution of the Work, shall keep the same under their personal control, and shall not assign by power of attorney or otherwise, nor subject, the Work, or any part thereof, without the previous written consent of the AGENT of the OWNER, and shall not either legally or equitably assign any of the monies payable under this agreement, or their claim thereto, unless by and with the like consent of the OWNER and surety on the Bond.

ARTICLE 15 - TIME OF BEGINNING WORK

15.1 Except as herein provided, the CONTRACTOR shall commence work at such points as the ENGINEER may approve, within five days after the execution of this Contract by the AGENT of the OWNER. It is the intent of this Contract to have the CONTRACTOR commence work at the site no earlier than **DATE**.

ARTICLE 16 - DELAY BY OWNER

16.1 The OWNER may delay the beginning of the Work or any part thereof, if the necessary lands or rights-of-ways for such Work shall not have been obtained, if materials or equipment to be furnished by the OWNER are not delivered or redesign necessitated by unexpected conditions. The CONTRACTOR shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this Contract on their part as the ENGINEER shall certify in writing to be just.

ARTICLE 17 - TIME OF COMPLETION

17.1 The rate of progress shall be such that work shall be performed in accordance with the terms of this Contract with work to be substantially completed by **DATE**, unless and except as any part may be delayed under the provisions of this Contract.

17.2 It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather and accidents, and the occurrence of such will not relieve the CONTRACTOR from the necessity of maintaining this rate of progress.

17.3 If delays are caused by acts of God, acts of Government or State, strikes, extra work, floods or their contingencies clearly beyond the control or responsibilities of the CONTRACTOR, the CONTRACTOR shall be entitled to so much additional time wherein to perform and complete this Contract on their part as the AGENT of the OWNER may grant, after certification thereto by the ENGINEER.

ARTICLE 18 - LIQUIDATED DAMAGES

18.1 In case the CONTRACTOR fails to satisfactorily complete the entire Work contemplated and provided for under this Contract on or before the date of completion determined as described above, the AGENT of the OWNER shall deduct from the payments due the CONTRACTOR each month, **the sum of Two Hundred Dollars (\$250.00) per day for each calendar day of delay**, which sum is agreed upon not as a penalty but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the CONTRACTOR, then the CONTRACTOR or their surety shall pay the balance to the AGENT of the OWNER.

18.2 In addition to the above, if the Contract is not completed within the time specified and no extension of time is authorized by the AGENT of the OWNER, the CONTRACTOR shall

indemnify the AGENT of the OWNER for costs to the AGENT of the OWNER of inspection of the work during any such extension period.

ARTICLE 19 - NIGHT AND SUNDAY WORK

19.1 No night and Sunday work requiring the presence of an engineer or inspector will be permitted, except in case of emergency, and then only to such an extent as is absolutely necessary, and with written permission of the ENGINEER, provided that this clause shall not operate in case of gang organized for regular and continuous night work and on work which, in the opinion of the ENGINEER, can be satisfactorily performed at night.

ARTICLE 20 - OPPORTUNITIES FOR RESIDENTS – Deleted

ARTICLE 21 - EMPLOY COMPETENT PERSONS

21.1 The CONTRACTOR shall employ only competent persons to do the work, and whenever the ENGINEER shall notify the CONTRACTOR in writing that any such person on the Work is, in their opinion, incompetent, such person shall be discharged from the Work and shall not again be employed on it, except with the consent of the ENGINEER.

ARTICLE 22 - EMPLOY SUFFICIENT LABOR AND EQUIPMENT

22.1 If, in the opinion of the ENGINEER, the CONTRACTOR is not employing sufficient labor or equipment to complete this Contract within the time specified, said ENGINEER may, after giving written notice, require said CONTRACTOR to employ such additional labor and equipment as may be necessary to enable said work to properly progress. Failure of the CONTRACTOR to comply in the request of the ENGINEER shall be considered a violation of this CONTRACT.

ARTICLE 23 - INTOXICATING LIQUORS

23.1 The CONTRACTOR shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors or other materials upon or about the Work embraced in this Contract.

ARTICLE 24 - ACCESS TO WORK

24.1 The OWNER, AGENT of the OWNER and the ENGINEER, and their agents and employees, may, for purposes already specified and for any other purpose, enter upon the work and the premises used by the CONTRACTOR, and the CONTRACTOR shall provide safe and proper facilities therefor. The OWNER and AGENT of the OWNER reserves the right, if in their opinion, public health, safety and welfare are jeopardized, to access the work and if necessary employ forces, not a party to this Contract, for correction of hazards or defects in work performed by the CONTRACTOR or by others and the cost and/or performance of such work shall be as set forth in ARTICLE 34.

ARTICLE 25 - EXAMINATION OF WORK

25.1 The ENGINEER shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this Contract, even to the extent of uncovering or taking down portions of finished work.

25.2 Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the restoring and replacing of the material and rebuilding the part shall be considered as extra Work, unless the original work was done in the absence of the ENGINEER or their inspector without their written authorization, in which case the cost shall be borne by the CONTRACTOR. Should the Work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing, and making good shall be at the expense of the CONTRACTOR.

ARTICLE 26 - DEFECTIVE WORK

26.1 The inspection of the Work shall not relieve the CONTRACTOR of any of their obligations to fulfill their Contract as herein prescribed, and defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such work and materials have been previously overlooked by the ENGINEER and accepted or estimated for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the CONTRACTOR shall forthwith make good such defect, in a manner satisfactory to the ENGINEER, and if any material brought upon the ground for use in the Work, or selected for the same, shall be condemned by the ENGINEER as unsuitable or not in conformity with the Specifications, the CONTRACTOR shall forthwith remove such materials from the vicinity of the Work and any material furnished by the AGENT of the OWNER which shall be damaged or rendered defective by the handling or improper installation by the CONTRACTOR, their agent, or employees, shall be made good and replaced at the CONTRACTOR's own expense.

ARTICLE 27 - PROTECTION AGAINST WATER AND STORM

27.1 The CONTRACTOR shall take all precautions to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the CONTRACTOR, at his/her/their own expense, shall make repairs or replacements or rebuild such parts of the Work as the ENGINEER may require in order that the finished work may be completed as required by the Drawings and Specifications.

27.2 The ENGINEER may prohibit the carrying out of any work at any time when, in their judgment, the conditions are not suitable or the proper precautions are not being taken, whatever the weather may be, in any season.

ARTICLE 28 - MISTAKES OF CONTRACTORS

28.1 The CONTRACTOR shall pay to the OWNER all expenses, losses, and damages as determined by the ENGINEER, incurred in consequence of any defect, omission, or mistake of the CONTRACTOR, or their employees, or the making good thereof.

ARTICLE 29 - RIGHT TO MATERIALS

29.1 Nothing in this Contract shall be construed as vesting in the CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the OWNER.

ARTICLE 30 - INTERPRETATION OF CONTRACT AS TO LIMITATIONS OF WORK

30.1 Should it be deemed necessary in the execution of the Work, by reason of any condition or circumstance arising or discovered after the making of the Contract, to make any minor variation desirable or necessary for the stability, safety, economy or betterment of the Work, which variations increase or decrease the quantities of the Work specified, or change the location thereof to an extent not unreasonably affecting the condition of the Work, and further interpreted by the ENGINEER as involving no classes of work other than those called for by this Contract, the CONTRACTOR shall, upon written order from the ENGINEER to that effect, make such minor variations. If such minor variations diminish the quantity of work to be done, no claim for damages or for anticipated profits on the work dispenses with will not be included in any payments made to the CONTRACTOR. If such minor variations increase the amount of work, the value of such increase shall be determined and fixed by the ENGINEER in accordance with the quantity of such work actually done, and at the unit prices stipulated in the Contract.

30.2 Such alterations or changes as are mentioned in this section shall not vitiate or annul the obligations of the Contract or the agreement for the Work.

30.3 Should the CONTRACTOR consider themselves entitled to extra compensation on account of the aforementioned alterations or changes, they shall notify the AGENT of the OWNER by making their claim in writing to the ENGINEER before proceeding with the work in question. Should the CONTRACTOR proceed with the said work in compliance with the order of the ENGINEER, it is to be construed as their acceptance of the order and of the stipulated compensation for the said work.

30.4 Should, in the opinion of the ENGINEER, any contemplated change in the quantities of the work or alterations thereof, materially change the character of the work or any part thereof, or materially affect the compensation for same, then the work shall be classed as extra work.

ARTICLE 31 - EXTRA WORK

31.1 The CONTRACTOR shall do any work incidental to the proper completion of the Contract not herein otherwise provided for when and as ordered in writing by the AGENT of the OWNER. The amount of compensation to be paid to the CONTRACTOR for extra work, as so ordered, shall be determined by the Engineer to be one of the following:

- 31.1.1 By such applicable unit prices, if any, as are set forth in the Contract; or
- 31.1.2 If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed by the OWNER and the CONTRACTOR; or
- 31.1.3 If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum then by the actual net cost in money to the CONTRACTOR as approved by the ENGINEER of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and

approved for such extra work, plus ten percent (10%). No extra work will be paid for unless specifically ordered as such by the ENGINEER in writing.

31.2 The CONTRACTOR shall, when requested by the ENGINEER to do so, furnish itemized statements of cost and the work ordered and submit to the ENGINEER the accounts, bills, and vouchers relating thereto.

31.3 The ENGINEER shall include in the cost of extra work, the reasonable cost to the CONTRACTOR of all materials used, of all labor, common and skilled, of foremen, and the fair rental of all machinery used upon the extra work for the periods of such use.

31.4 The fair rental of all machinery shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment", as published by the Associated Equipment Distributors or similar publication approved by the ENGINEER. Rental for machinery which was upon the work immediately before, or which shall be required by or used upon the work after the extra work is done, shall be based upon an appropriate fraction of the approved monthly rate schedule. If said work required the use of machinery not upon the work site and not contemplated to be used upon the work, then the cost of transportation, not exceeding a distance of 100 miles, of such machinery to and from the work shall be added to the fair rental as accepted by the ENGINEER in writing prior to the rental of the machine.

31.5 The ENGINEER shall include in the cost of extra work, the cost to the CONTRACTOR of additional premiums paid on the required insurance on account of such work, and the cost of Social Security or other direct assessment upon the CONTRACTOR'S payroll by Federal or to the properly authorized public agencies. The ENGINEER shall not include in the cost of extra work any cost or rental of small tools, buildings, or any portion of the time of the CONTRACTOR or their superintendent, or any allowance for use of capital or premium on the bond as assessed upon the amount of the extra work, these items being considered as being covered by the ten percent (10%) added to the reasonable cost.

31.6 In the case of extra work performed by SUBCONTRACTORS, whether under the specific contract items provided herein, or otherwise approved by the ENGINEER the ten percent (10%) added to the reasonable cost of the work will be allowed only to the SUBCONTRACTOR. On such work, an additional five percent (5%) of the reasonable cost (before adoption to the ten percent (10%)) will be paid to the CONTRACTOR for their work in directing the operations of the SUBCONTRACTOR and for any overhead involved.

**ARTICLE 32 - EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK**

32.1 When extra work is ordered near the completion of the Contract, or when extra work is ordered at any time during the progress of Work, which required, in the opinion of the ENGINEER, an unavoidable increase of time for the completion of the Contract, a suitable extension of the item of completion shall be made, only upon approval of the OWNER and the AGENT of the OWNER.

**ARTICLE 33 - CHANGES NOT TO AFFECT BOND**

33.1 It is distinctly agreed and understood that any changes made in the Drawings and Specifications for this Work (whether such changes increase or decrease the amount thereof) or

any change in the manner of time of payments made by the AGENT of the OWNER to the CONTRACTOR, shall in no way annul, release, or affect the liability and surety on the bond given by the CONTRACTOR.

ARTICLE 34 - CLAIMS FOR DAMAGES

34.1 If the CONTRACTOR claims compensation for any damages sustained by breach of Contract or otherwise, be the same based on claims that are due and full credit has not been given the CONTRACTOR for work performed or material furnished in accordance with the terms of the Contract or for any other cause, they shall promptly, after sustaining of any damage, make a written statement of the nature of the damage sustained, to the ENGINEER, and shall on or before the fifteenth day of the month following that in which the damage shall have been sustained, file with the ENGINEER an itemized statement of the details and amount of such damage, and unless such statement is made as thus required, their claim for compensation shall be forfeited and invalidated, and they shall not be entitled to payment on account of any such damage.

ARTICLE 35 - ABANDONMENT OF WORK

35.1 If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without the previous written consent of the AGENT of the OWNER, or if the Contract or any claim thereunder shall be assigned by the CONTRACTOR otherwise than as herein specified, or if at any time the ENGINEER shall be of the opinion and shall so certify in writing that the conditions herein specified as to the rate of progress are not fulfilled, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the CONTRACTOR has violated any of the provisions of this Contract, the AGENT of the OWNER may notify the CONTRACTOR by a written order, with a copy mailed to the home office of the Surety, to discontinue all work or any part thereof as the OWNER or AGENT of the OWNER may designate, and the OWNER may thereupon by Contract or otherwise, as it may determine, complete the work, or any such part thereof, and charge the entire expense of so completing the work or part thereof to the CONTRACTOR; and for such completion, the OWNER or the AGENT of the OWNER, for itself or its Contractors, may take possession of and use or cause to be used in the completion of the work, or part thereof, any of such materials, equipment, machinery, implements and tools of every description as may be found at the location of said work.

35.2 All expenses charged under this article shall be deducted and paid by the AGENT of the OWNER out of any monies then due or to become due the CONTRACTOR under this Contract, or any part thereof; and in such accounting, the AGENT of the OWNER shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or for ensuring its proper completion, but all sums actually paid therefore shall be charged to the CONTRACTOR. In case the expenses so charged are less than the sum which would have been payable under this Contract, if the same had been completed by the CONTRACTOR, the CONTRACTOR shall be entitled to receive the difference; and in case such expenses shall exceed the said sum, the CONTRACTOR shall pay the amount of the excess to the AGENT of the OWNER.

ARTICLE 36 - PRICES FOR WORK

36.1 The AGENT of the OWNER shall pay and the CONTRACTOR shall receive the prices stipulated in the proposal attached hereto as full compensation for everything furnished and done by the CONTRACTOR under this Contract, including all work required, but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided.

ARTICLE 37 - MONEY MAY BE RETAINED

37.1 The AGENT of the OWNER may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages incurred by the OWNER or AGENT of the OWNER and determined as herein provided, and may retain, until all claims are settled, so much of such money as the AGENT of the OWNER shall be of the opinion will be required to settle all claims filed with the AGENT of the OWNER, its officers, and agents, relating to this Contract. Any monies retained shall be placed in a non-interest bearing account.

ARTICLE 38 - PARTIAL PAYMENTS

38.1 The CONTRACTOR shall, by the twentieth day of each month, make an approximate estimate, such as they shall believe to be just and fair, of the amount and value of the work done and the materials incorporated into the work during the calendar month, said estimate to be submitted to the ENGINEER. The ENGINEER shall, by the twenty-fifth day of each month, make an approximate estimate, such as they shall believe to be just and fair, of the amount and value of work done and the materials incorporated into the work during the calendar month.

AGENT of the OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about 30 days after submittal of each month during construction as provided below. All progress payments will be based on the estimated quantity of completed work for the time period as described in the Bid Schedule. Payment may at any time be withheld if the work is not proceeding in accordance with this Contract. The making of any such estimates or payment thereon shall not be taken or construed as an approval of acceptance by the AGENT of the OWNER of any work so estimated. All such payment shall be considered tentative only, subject to the correction in the final estimate, and need not be taken or construed as an approval of acceptance by the AGENT of the OWNER of any work so estimated.

Retainage: The CONTRACTOR agrees the sum of 10% of progress payments will be retained until the 50% completion point has been reached. No additional retainage will be withheld for the remainder of the project. At the point of Substantial Completion 50% of the retained monies will be returned minus the value of any punch list items. At the point of Final Acceptance of the PROJECT, and further, the sum of 2% of the total project will be retained for a period of ninety (90) days from final acceptance of the work.

Any monies retained shall be placed in a non-interest bearing account.

In no event shall AGENT of the OWNER pay to CONTRACTOR more than 98% of the Contract Price prior to full completion of the Work and certification by ENGINEER that the Work is fully complete.

All monies not paid when due hereunder shall bear interest at two and a half (2.5%) per annum.

Final Payment: Upon final completion and acceptance of the Work, AGENT of the OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

38.2 The CONTRACTOR shall be responsible for any loss or damage to any such material or equipment until the same has been completely installed, tested and accepted. The CONTRACTOR shall pay:

38.2.1. For all transportation and utility services not later than the twentieth day of the calendar month following that in which such services are rendered.

38.2.2. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the twentieth day of the calendar month following that in which such materials, tools and equipment are delivered to the site of the Project, and the balance of the cost thereof not later than the thirtieth day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.

ARTICLE 39 - APPROVAL AND ACCEPTANCE OF WORK

39.1 Following the completion of this Contract as such completion is defined herein and as soon thereafter as practicable, the ENGINEER will inspect the entire Work in all parts and details, and if said Work and all Contract performances are found to be satisfactory and in accordance with the provisions and terms of the Contract and Specifications, the ENGINEER will certify the Work as completed and will accept it upon behalf of the AGENT of the OWNER but conditionally upon the subsequent remedy of defects which may become manifest within a period of twelve (12) months following completion and as herein required. The certification of completion and the said acceptance of the Work will be a pre-requisite to final payment hereunder.

39.2 Twelve months after the date of the certificate of acceptance as herein before set forth and as soon thereafter as practicable, the ENGINEER shall make a review and re-inspection of the Work and performances of this Contract, or cause the same to be made. If said performances and Work shall be found satisfactory and the Work not to have deteriorated through defects of workmanship of material, then the ENGINEER shall certify the release of the guarantee herein elsewhere specified, and such certification shall be a pre-requisite to the release of the surety on the Contract Bond. If, however, the review and re-inspection as herein set forth or any prior inspection discloses defects due to non-fulfillment of this Contract, or non-compliance with its requirements, the ENGINEER shall so notify the CONTRACTOR in writing and thereupon the CONTRACTOR shall, at their own expense, repair or replace and shall make good all defects of workmanship, materials and guarantee, and shall recite any non-compliance, and such repairs and fulfillment shall be a pre-requisite to the release of the guarantee and to the release of the surety on the Contract Bond. If, however, the CONTRACTOR shall, after due notice, refuse or

neglect to make good the defects as notified and to the satisfaction of the ENGINEER, then the AGENT of the OWNER may and is empowered to proceed in a manner prescribed in the event of abandonment or forfeiture of the Work by the CONTRACTOR, and completion by the AGENT of the OWNER and the payment of claims for material and labor and other expense as provided in such procedures shall be a pre-requisite to the termination of guarantee, to the release of the guarantee and to the release of the surety on the Bond.

ARTICLE 40 - SEMI-FINAL AND FINAL PAYMENTS

40.1 Within 30 days after the Work has been completed to the satisfaction of the ENGINEER, they will make a final estimate of the amount of work done by the CONTRACTOR and of the value thereof. Such final estimate shall include the value of all work performed under the Contract and all retained percentage, after deducting therefrom the total of all previous periodic or partial payments and all amounts to be retained to satisfy any and all outstanding claims or liens that have been duly filed against the CONTRACTOR. All prior estimates shall be subject to correction by this final estimate. After preparation, a copy of said final estimate shall be submitted to the CONTRACTOR for their approval and agreement.

40.2 If, after final inspection has been made, there are any payment or extra work items that are in dispute, either as to the quantity or value of the work performed hereunder, such items or claims may be excluded from the final estimate and payment for such dispute items may be deferred until such time as an agreement has been reached between the CONTRACTOR and the AGENT of the OWNER or until such time as the claim has been adjudicated. In such cases, a semi-final estimate shall be prepared within the said period of 30 days after completion, covering the value of all Work performed and all retained percentage on all items of the Contract that are not in dispute but subject to the same deductions and retainage as set forth above and with all disputed items or claims excluded.

40.3 In the event that the Work has been substantially completed and the Project has been opened to public use by order of the OWNER or its duly authorized agents, but final acceptance of the Work is subject to delay because of minor uncompleted items which do not impair the usefulness of the Project, a semi-final estimate shall be prepared within a like period of 30 days after such Contract has been substantially completed and placed in public use. Such semi-final estimate shall include an estimate of the value of all work performed in accordance with the terms of the Contract, including the amount of retained percentage withheld from previous partial payments but excluding the same deductions and retainage as set forth above; an estimate of the value of the work remaining to be performed and any items of work that may be in dispute. Payment for such excluded items or portions thereof may be deferred until such time as the remaining work has been satisfactorily completed, or in the case of disputed items or claims, until such time as an agreement has been reached.

40.4 If the ENGINEER delays or fails to prepare any final or semi-final estimate within the period of time specified herein, interest on the amount due the CONTRACTOR on any such final or semi-final estimate shall be computed and paid by the AGENT of the OWNER at the rate of two and a half percent (2.5%) annum, beginning 31 days after the Contract has been satisfactorily completed or the Project has been substantially completed and opened to public use, as the case may be, and running until the date such estimate has been prepared and

submitted to the CONTRACTOR for acceptance. The amount of such interest shall be included in the estimate when prepared.

40.5 Such final or semi-final estimates, however, shall not serve as a release of the CONTRACTOR or of their sureties from the required guarantee against defects of materials, workmanship and/or over contract performance for a period of one (1) year from the date of acceptance.

ARTICLE 41 - CLAIMS FOR LABOR, MATERIALS AND DAMAGES

41.1 The CONTRACTOR shall from time to time, as required by the ENGINEER, furnish the said ENGINEER with affidavits and satisfactory evidence that all persons who have done work or furnished materials under this Contract, or have suffered damage on account of the CONTRACTOR's operations, have been fully paid or secured; and in case such evidence be not furnished as aforesaid, such amount as said ENGINEER may consider necessary to meet the lawful claims of the persons aforesaid will be retained from the monies otherwise due said CONTRACTOR, until the liabilities aforesaid have been fully satisfied. It is understood and agreed, however, that the AGENT of the OWNER hereby assumes no obligation toward such claimants, not in any way undertakes to pay such claims out of any funds due or that may become due the CONTRACTOR, or out of its own funds.

ARTICLE 42 - WAIVERS

42.1 Neither the inspection by the OWNER nor any of its agents, nor any orders, measurements, or certificate by the ENGINEER, nor any order by the AGENT of the OWNER for the payment of money nor any payment for, nor acceptance of, the whole or any part of the work by the OWNER, nor extension of time nor any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy herein provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions or legal proceedings, the OWNER and AGENT of the OWNER shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

ARTICLE 43 - SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

43.1 In order to protect the lives and health of their employees under the Contract, the CONTRACTOR shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under this Contract.

43.2 The CONTRACTOR alone shall be responsible for the safety, efficiency and adequacy of their plant, appliances and methods and for any damage which may result from their failure or their improper construction, maintenance, or operation.

43.3 The CONTRACTOR will comply with the requirements of the (Vermont) Occupational Safety and Health Act.

ARTICLE 44- LIABILITY OF OWNER

44.1 No person, firm or corporation, other than the signer of this Contract as CONTRACTOR now has any interest hereunder and no claim shall be made or be valid, and neither the OWNER, AGENT of the OWNER nor any other agent of the OWNER, shall be liable for or be held to pay any money, except as herein provided. The acceptance by the CONTRACTOR of the payment of the final estimate shall operate as and shall be a release to the OWNER, AGENT of the OWNER and every other agent of the OWNER, from all claim and liability to the CONTRACTOR for anything done or furnished for or relating to the Work, or for any act or neglect of the OWNER, AGENT of the OWNER or of any person relating to or affecting the Work, except the claim against the OWNER and AGENT of the OWNER for the remainder, if any thereby, of the amounts kept or retained as herein provided.

ARTICLE 45 - GUARANTY

45.1 The CONTRACTOR guarantees that the Work to be done under this Contract, and the materials to be furnished by him for use in the construction of the same, will be free from defects or flaws. This guaranty shall be for a period of one year from and after the date of acceptance.

45.2 It is hereby, however, specially agreed and understood that this guaranty shall not include repairs made necessary by any cause or causes other than defective work or materials furnished by the CONTRACTOR. The CONTRACTOR shall at all times within said period of guaranty keep the surface of the ground over this work, or adjacent thereto, in the position and condition required by this Contract, and refill any settlement or erosion in backfilling or any surface graded by him, due to any cause whatsoever, when so directed by the ENGINEER. Should they fail to do so, the AGENT of the OWNER may have said work done as described in ARTICLE 38.

ARTICLE 46 - LEGAL ADDRESS OF CONTRACTOR

46.1 Both the address given in the bid or proposal submitted by the CONTRACTOR and the CONTRACTOR's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to the CONTRACTOR shall be certified, mailed, or delivered. The delivering at the above-named place, or depositing in a post-paid wrapper directed to the first named place, in any post office box regularly maintained by the Post Office Department, of any notice, letter, or other communication to the CONTRACTOR, shall be deemed sufficient service hereof upon the CONTRACTOR, and date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing executed, and acknowledged by the CONTRACTOR and delivered to the ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the CONTRACTOR personally.

ARTICLE 47 - SUSPENSION OF WORK

47.1 Should the AGENT of the OWNER be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reasons of any litigation, the CONTRACTOR shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the OWNER and AGENT of the OWNER may determine will compensate for time lost by such delay with such determination to be set forth in writing.

ARTICLE 48 - RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

48.1 At points where the CONTRACTOR's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

48.2 The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and that duplication of rearrangement work may be reduced to a minimum, and that service rendered by those parties will not be unnecessarily interrupted.

48.3 The approximate locations of the existing major utilities are shown on the Drawings. In addition to these, there may be others which are not shown on the Drawings. It shall be the responsibility of the CONTRACTOR to cooperate closely with all utility companies involved and to ascertain the exact locations of all utilities prior to excavation. All existing utilities shall be protected from damage during construction and, if damaged, shall be repaired by the CONTRACTOR at their own expense.

ARTICLE 49 - JOB OFFICE - DELETED

ARTICLE 50 - TERMINATION

50.1 Upon seven days' written notice to CONTRACTOR and ENGINEER, AGENT of the OWNER may, without cause and without prejudice to any other right of remedy, elect to abandon the Project and terminate the AGREEMENT. In such case, CONTRACTOR shall be paid for all Work executed at the Contract prices and for any expense sustained plus a reasonable profit.

ARTICLE 51 - IN WITNESS WHEREOF, the AGENT of the OWNER has caused these presents, and three (3) other original duplicate Contracts of like tenor and date, to be signed in its name and behalf, and its official seal hereunto affixed by its officers thereunto duly authorized; and the said Contracts of like tenor and date, to be signed in its name and behalf, and its official seal hereunto affixed by

\_\_\_\_\_  
ITS OFFICER THEREUNTO  
DULY AUTHORIZED THE DAY AND YEAR FIRST ABOVE WRITTEN (CONTRACTOR).

ARTICLE 52 - EXECUTION

(SEAL)

Chittenden County Regional Planning Commission

By: \_\_\_\_\_

Signed and sealed in presence of:

\_\_\_\_\_

\_\_\_\_\_  
Date

(CONTRACTOR).

\_\_\_\_\_

(SEAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and sealed in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_

Chairman, Board of Directors

ARTICLE 53 - NOTARIZATION

Certificate of Acknowledgment of CONTRACTOR, if a Corporation

State of \_\_\_\_\_

County \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me personally  
came \_\_\_\_\_ to me known, who being duly sworn did  
say as follows:  
that they reside at

\_\_\_\_\_

and is the \_\_\_\_\_

of \_\_\_\_\_, the corporation  
described herein and which executed the foregoing instrument; that they knows the corporate  
seal of said corporation; the seal affixed to the foregoing instrument is such corporate seal and it  
was so affixed by order of the Board of Directors of said corporation and by the like order, they  
signed thereto their name and official designation.

\_\_\_\_\_  
Notary Public (Seal)

My commission expires \_\_\_\_\_

**FALLS ROAD TRAIL  
STORMWATER IMPROVEMENTS  
STANDARD FORMS**

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**NOTICE OF AWARD**

TO:

PROJECT Description: **FALLS FORAD TRAIL STORMWATER IMPROVEMENTS**

The AGENT of the OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within five (5) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this NOTICE, said AGENT of the OWNER will be entitled to consider all your rights arising out of the AGENT of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The AGENT of the OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE TO AWARD to the OWNER.

The Substantial Completion Date is set for **DATE**.

Dated this **\_\_the day of \_\_\_\_\_, 2024.**

**Chittenden County Regional Planning Commission**

By \_\_\_\_\_ AGENT of the OWNER

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

By \_\_\_\_\_

Title \_\_\_\_\_

**PAYMENT BOND**

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): \_\_\_\_\_ SURETY (Name, and Address of Principal Place of Business) \_\_\_\_\_

AGENT of the OWNER: Chittenden County Regional Planning Commission

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement: \_\_\_\_\_ Amount: \_\_\_\_\_

Description: FALLS ROAD TRAIL Stormwater Improvements

**BOND**

Bond Number: \_\_\_\_\_

Date (not earlier than the Effective Date of the Construction Contract): \_\_\_\_\_

Amount: \_\_\_\_\_

Modifications to this Bond Form:  None  See Paragraph 16 of Terms

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**TERMS:**

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 shall 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 shall 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 nonpayment 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 shall 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 shall 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 shall 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 shall 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 satisfy 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 shall 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 shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall 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:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
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;
4. A brief description of the labor, materials, or equipment furnished;
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;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
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 shall be 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows

- End of Payment Bond Form -

**PERFORMANCE BOND**

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

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

AGENT of the OWNER: Chittenden County Regional Planning Commission

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:\_\_\_\_\_ Amount:\_\_\_\_\_

Description: FALLS ROAD TRAIL Stormwater Improvements

**BOND**

Bond Number:\_\_\_\_\_

Date (not earlier than the Effective Date of the Construction Contract):\_\_\_\_\_

Amount:\_\_\_\_\_

Modifications to this Bond Form:  None  See Paragraph 16 of Terms

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_(Seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**TERMS:**

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 shall 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 shall 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 shall 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 shall 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 shall 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 shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall 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 shall not be reduced or set off on account of any such unrelated obligations. No right of action shall 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 may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall 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 shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:

- End of Performance Bond Form -

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
(CONTRACTOR)

Date of Issuance: \_\_\_\_\_

Project: FALLS ROAD TRAIL STORMWATER IMPROVEMENTS

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2024. The date of SUBSTANTIAL completion of all WORK is **DATE**.

Chittenden County Regional Planning  
Commission  
(AGENT of the OWNER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED  
is hereby acknowledged by \_\_\_\_\_,  
this the \_\_\_ day of \_\_\_\_\_, 2024

Title: \_\_\_\_\_

**CHANGE ORDER FORM**

Project No. \_\_\_\_\_ Date: \_\_\_\_\_

Contract No. \_\_\_\_\_ Agreement Date: \_\_\_\_\_

CONTRACT Title: FALLS ROAD TRAIL STORMWATER IMPROVEMENTS

ORIGINAL PRICE: \$ \_\_\_\_\_

OWNER: TOWN OF GEORGIA

AGENT of the OWNER: CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION:

JUSTIFICATION:

PRICE: This C.O.<sup>(1)</sup> will (not change/increase/decrease) the Contract Price By:  
\$ \_\_\_\_\_

Current Contract Price per most recent C.O.:  
\$ \_\_\_\_\_

The new Contract Price including this C.O. is:  
\$ \_\_\_\_\_

TIME: Current Contract Calendar Days as per most recent C.O.:  
DAYS \_\_\_\_\_

This C.O. will (not change/increase/decrease) the Contract Calendar Days by:  
DAYS \_\_\_\_\_

The new Contract Calendar Days including this C.O. is:  
DAYS \_\_\_\_\_

The new Contract Completion Date is, therefore: \_\_\_\_\_

The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this C.O.

Stipulated price and time adjustment includes all costs and time associated with the above described change. CONTRACTOR waives all rights for additional compensation or time extension for said change. CONTRACTOR and OWNER agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

REQUESTED BY: \_\_\_\_\_

SIGNATURES/APPROVALS:

Recommended By:

(ENGINEER)

Accepted By:

(CONTRACTOR)

Ordered By: \_\_\_\_\_ (AGENT of the OWNER)

**INSTRUCTIONS FOR CONTRACTORS OR SUBCONTRACTORS**

**RELEASE AND WAIVER OF LIEN FORM CS107**

1. At preconstruction meeting the AGENT of the OWNER will receive from the CONTRACTOR a list of all major items they intend to subcontract.
2. Prior to the first requisition for payment, the AGENT of the OWNER will inform the CONTRACTOR as to which of these SUBCONTRACTORS or vendors may be required to complete a CS107.
3. The CONTRACTOR shall include in the payment package a CS107 form for the over-all CONTRACT and those of any SUBCONTRACTORS or vendors so identified by the AGENT of the OWNER.
4. For all interim payments prior to 90% completion of the CONTRACT, the CONTRACTOR may delete, "the undersigned does.....performed or furnished" from the first statement.
5. Final payment requires a fully executed form.

**GENERAL CONTRACTOR'S OR SUBCONTRACTOR'S  
RELEASE AND WAIVER OF LIEN**

For and in consideration of the receipt of \$ \_\_\_\_\_, in payment for labor and/or materials furnished, the undersigned does hereby waive, release and relinquish any and all claims, demands and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

**FALLS ROAD TRAIL STORMWATER IMPROVEMENTS**

Falls Trail Rd, Georgia, Vermont as of \_\_\_\_\_  
(Date)

The undersigned further warrants and represents that any and all valid labor and/or materials and equipment bills, now due and payable on the property herein above described in behalf of the undersigned, have been paid in full to date of this waiver, or will be paid from these funds.

\$ \_\_\_\_\_  
Total Paid to Date This Contract

\$ \_\_\_\_\_  
Current Payment Due

\$ \_\_\_\_\_  
Total Billed to Date This Contract

\$ \_\_\_\_\_  
CONTRACTOR/SUB-CONTRACTOR

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Witness Printed Name

Title: \_\_\_\_\_

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Contract for STORMWATER IMPROVEMENTS

Project or Specified Part Shall Include:

- 1. Construction of a grassed infiltration basin.
- 2. Construction of Stormwater conveyance (culvert).
- 3. Construction of a plunge pool and two gabion check dams.
- 4. Construction of two water bars.
- 5. Stabilization of gully via a stone channel.



**CERTIFICATE OF FINAL COMPLETION OF WORK**

CONTRACT NO. \_\_\_\_\_ AGREEMENT DATE: \_\_\_\_\_

CONTRACT DESCRIPTION: STORMWATER IMPROVEMENTS

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COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS:

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**FINAL CERTIFICATION OF CONTRACTOR**

I hereby certify that the WORK as identified in the Final Estimate of Payment for construction CONTRACT WORK dated \_\_\_\_\_, represents full compensation for the actual value of WORK completed. All WORK completed conforms to the terms of the AGREEMENT and authorized changes.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

Signature \_\_\_\_\_  
Title \_\_\_\_\_

**FINAL CERTIFICATION OF ENGINEER**

I have reviewed the CONTRACTOR'S Final Payment Request dated \_\_\_\_\_ and hereby certify that to the best of my knowledge, the cost of the WORK identified on the Final Estimate represents full compensation for the actual value of WORK completed and that the WORK has been completed in accordance with the terms of the AGREEMENT and authorized changes. This certification is provided in accord with the terms of GENERAL CONDITIONS

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
DATE

Signature \_\_\_\_\_  
Title \_\_\_\_\_

**FINAL ACCEPTANCE OF AGENT of the OWNER**

I, as representative of the AGENT of the OWNER, accept the above Final Certifications and authorize Final Payment in the amount of \$\_\_\_\_\_ and direct the CONTRACTOR'S attention to the GENERAL CONDITIONS. The guaranty for all WORK completed subsequent to the date of SUBSTANTIAL COMPLETION, expires one (1) year from the date of this Final Acceptance.

\_\_\_\_\_  
AGENT of the OWNER

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
DATE



**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

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

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

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

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

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

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

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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

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

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

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

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

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

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

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

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

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

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

## **27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

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

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

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

**C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

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

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

(End of Standard Provisions)

**MEMORANDUM**

**TO:** Town of Georgia Selectboard

**FROM:** Ken Minck, Georgia Conservation Commission  
& Dan Albrecht, Northern Lake Champlain Clean Service Provider (CWSP)

**DATE:** August 5, 2024

**RE:** Recommendation, Selection of Construction Management Firm for Falls Road Trail Gully Repair

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In early July, Ken distributed the attached RFP to four firms as follows: Fitzgerald Environmental, Dubois & King, Stone Environmental and Watershed Consulting Associates.

Only Watershed Consulting Associates submitted a Proposal (see attached). The Technical Proposal is fully responsive in terms of qualifications and experience. The Cost Proposal is \$14,756, which is slightly lower than the budgeted estimate of \$15,000.

This cost of \$14,756 is fully covered by the Implementation/Construction Grant awarded to the Town of Georgia by the Northern Lake Champlain Clean Water Service Provider at its July 18<sup>th</sup> meeting. No match funds are required.

We ask that you approve the retention of Watershed Consulting Associates for Construction Management services.

Please contact us if you have any questions. Thank you! Sincerely:

Ken Minck  
Georgia Conservation Commission  
[kcmink@gmail.com](mailto:kcmink@gmail.com)  
802-370-0765

Dan Albrecht, Manager  
Northern Lake Champlain CWSP  
[dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)  
802-324-4642



# GEORGIA

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## VERMONT

### REQUEST FOR PROPOSALS

#### Falls Road Trail Stormwater Improvements (Georgia): Construction Management Services

Issued by Town of Georgia 47 Town Common Road North St. Albans, VT 05478

Proposals Due: Friday, July 19, 2024, at 5:00 PM.

#### Contacts:

Ken Minck, Town of Georgia Conservation Commission, (802) 373-0765, [kcmink@gmail.com](mailto:kcmink@gmail.com)

Dan Albrecht, Basin 5 Clean Water Service Provider, (802) 324-4642, [dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)

All questions related to this request for proposal shall be addressed to **both** of these individuals no later than 7 business days prior to the Date Due above.

#### I. GENERAL INFORMATION

The Town of Georgia (Town) is requesting proposals for Construction Management Services to aid the Town in implementing a potential grant to assure successful construction of an infiltration basin, a culvert, a plunge pool and two gabion check dams, two water bars and gully stabilization to treat stormwater runoff in the area of a private property and Falls Road trail, a town-owned trail. The project location is located due east of Cline Road and Fox Haven Lane and due south of the Mill River in the Town of Georgia. Additional details on the project and project location can be found in the attachments to this RFP.

The Town is seeking funding from a Basin 5 Water Quality Restoration Formula Subgrant available from the Chittenden County RPC in its capacity as the Basin 5 Clean Water Service Provider (CWSP). The project is identified in the Vermont Watershed Projects Database as follows: #11965, Falls Road Trail Gully Stabilization – Stormwater Implementation – Georgia. The Town hopes to secure a grant in July or August to fund both the requested Construction Management Services specified herein as well as the Construction itself. With that assumption, the Town hopes to issue an Invitation to Bid for Construction no later than September 15, 2024, an award of a construction contract within 5 weeks of advertisement and to see that construction is completed by December 31, 2024.

**II. PROJECT BACKGROUND**

A Final Design was recently completed on the project. The following attachments provide details on the project.

- Excerpts from Final Design Report, dated 6-20-24, 31 pages
- Draft Bid Documents prepared by Watershed Consulting Associates, 48 pages

This RFP seeks proposals to address the following Scope of Work.

**III. SCOPE OF WORK**

The consultant hired to perform these services should be qualified to perform a variety of inspection, record keeping and construction engineering activities including, but not limited to:

**Task 1: Administration**

- a) Act as the primary contact person representing the Town of Georgia on the project. The consultant will be responsible for contacting Mr. Minck and Mr. Albrecht to resolve any issues that may arise during construction.
- b) Review and have a thorough understanding of contract plans, specifications, estimates and contract special provisions.
- c) Within two weeks after the start of this contract with the Town, complete a review and propose final edits of the draft Invitations for Bid contained with the attachments. As part of this process meet with Town representatives and landowner hosting the project to assure any concerns they have are addressed before issuance of the Invitation for Bid for Construction.
- d) Assist the Town with the distribution, advertising and notice of the final version of the Falls Road Trail Stormwater Improvements Invitation for Bid.
- e) Coordinate with the Town and site landowner and schedule and oversee the pre-construction conference at the project location. At least 3 days prior to the on-site pre-construction conference, stake and mark site pursuant to plans with special care applied to staking out of areas to be avoided by heavy equipment as well as providing details on staging of equipment and gravel, stones and other related supplies. As part of this staking process, the Consultant should again confer with the site landowner and the Town.
- f) Assist the Town with answering questions related to the Invitation for Bid and with overseeing the bid opening, bid review and bid selection process and with the finalization of all required contract documents as detailed in the Invitation for Bid.

- g) Assist the Town with completing the Execution of the Contract between the Town and the firm selected for Construction.
- h) Maintain communication with Mr. Minck and with the landowner of the project site on a regular basis.
- i) Coordinate with the Town, Mr. Minck, Mr. Albrecht and the Construction Contractor.
- j) Coordinate, schedule and attend the Final Inspection. Attend all other job-related meetings.
- k) Make sure contractor contacts Dig-Safe.
- l) Maintain a photographic record of the progress of construction, annotating such photos to indicate their content and context including date. This photographic record must be available for reference by the Town and the CWSP.
- m) Report immediately any unusual occurrences and all accidents occurring within the project limits to the Town and the site landowner.
- n) Calculation and verification of the final contract quantities.
- o) Review and submit to the Town and the CWSP and the landowner any suggestions or requests made by the contractor to change or modify any requirements of the Plans or Contract Documents. Review and prepare any change orders required for the project, including coordination with the contractor, municipality and design consultant if needed. Change orders will include the preparation of an independent cost analysis for items of work that were not included in the original contract unit prices.
- p) Receive certificates, computations and reference materials submitted by the Contractor. Maintain files on the project site of all items submitted by the contractor and of work done on behalf of the Town.
- q) Review Contractors progress payment estimates.
- r) Issue a Certificate of Substantial Completion at the appropriate time.
- s) Provide certification to the Town and the CWSP and the landowner that this project was constructed as designed, subject to appropriate and necessary revisions during construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.

**Task 2: Construction Management**

1. Visit the project site regularly when contractor and subcontractor activities are underway. This should be at least two to three times per work week and more often when key installations or project elements are being constructed/installed.
2. Check that the contractor complies with all construction contract requirements, permits and ordinances; property rights agreements; erosion and sediment control; and stormwater management plan; state permits, regulations and statutes; and federal regulations and statutes; and exercise the engineer’s authority as provided in the contract documents and report immediately any deviations to the Town and the CWSP and the landowner.
3. Erosion control monitoring in accordance with applicable permits.
4. Check that completed work complies with the plans and specifications and is true to line and grade.
5. Wear personal protective equipment, including appropriate headgear, footwear and reflectorized vest when on the project site.
6. Provide and have on the project all necessary equipment, tools, and supplies needed to carry out the required duties.
7. Inspect work completed at such time as the contractor may claim substantial completion, with a contractor’s representative, and issue a list of items to be corrected or completed.
8. Provide as-built drawings or red-lined 100% designs with a list of change orders describing adjustments made during construction.

Please note that a field office will not be provided.

**IV. RESPONSE FORMAT**

Responses to this RFP shall consist of a Technical Proposal and a Cost Proposal being submitted as two (2) separate PDFs to both Mr. Minck and Mr. Albrecht

**A. A technical proposal consisting of:**

1. A cover letter expressing the consultant’s interest in working with the Town including an identification of the principal individual(s) that will provide oversight of the requested services.

2. A description of the general approach to be taken toward completion of the project and an explanation of any variances to the proposed scope of work as outlined in this RFP.

3. A scope of work that includes detailed steps to be taken, any products or deliverables resulting from each task and a summary of estimated labor hours by task. Please be sure to provide details on how many hours per week or per task your firm would propose to physically be on site to supervise the construction and why some tasks would need more or less oversight on your firm’s part. Forty person-hours per week would obviously be over-kill but less than five hours would be inadequate.

4. A list of individuals that will be committed to this project and their professional qualifications including the names and qualifications of any sub-consultants. The individual’s names, titles and expected duties should be included. Any personnel not specified in the proposal will require the approval of the Town prior to utilization or invoicing.

5. Describe experience with managing similar construction projects with similar types of project elements AND especially any prior project with similar access/staging concerns.

6. Demonstration of success on at least two (2) similar projects, including a brief project description and a contact name, phone and email address for reference.

7. The Technical proposal shall be clear and concise, not exceeding twenty-five, 8.5” x 11” pages within the PDF file.

A. A separate cost proposal consisting of:

1. A composite schedule by task of direct labor hours, direct labor cost per class of labor, overhead rate, and fee for the project. If the use of sub-consultants is proposed, a separate schedule must be provided for each. **Please note that the Town and CWSP estimate that the services requested herein should cost less than \$15,000.**

2. The Cost proposal shall be clear and concise, not exceeding three, 8.5” x 11” pages within the PDF file.

**V. CONSULTANT SELECTION**

The Selection Committee includes *Mr. Minck and Mr. Albrecht*. The Selection Committee will make a recommendation to the Town Selectboard to award a contract. The selection committee will review and evaluate all proposals based on the following criteria on a 100-point scale:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of the Scope of Work	3	5	15
Familiarity with Construction Project Elements	5	5	25

Qualifications/Experience of Proposed Staff	3	5	15
Proven Record of Successful Management of Similar Projects	4	5	20
Cost Proposal	5	5	25
TOTAL			100

The selection committee may elect to interview consultants prior to final selection. The Town and the CWSP reserve the right to seek clarification of any proposal submitted. The proposals will be evaluated based upon the scoring criteria above. The committee will make a recommendation on consultant selection to perform the services outlined in the scope of work ideally within two weeks of the close of this RFP. The rates that are proposed will be in effect for the complete term of the contract. Also, at that time, a notice of intent to issue the contract to the selected proposer will be emailed to all parties who submitted a proposal.

Please note that the Selectboard will not be asked to formally award a contract until funding has been secured by the Town for both the Construction Management and the Construction itself. It is hoped that the Town will receive notice that it has secured the necessary funding by July 18<sup>th</sup> or at the latest by August 15<sup>th</sup>.

**VI. SUBMISSION**

**Submissions in response to this RFP are due by Friday, July 19, 2024, at 5:00 PM, EDT.** Please submit the Cost and Technical Proposal via PDFs as electronic submissions to BOTH:

Ken Minck, Town of Georgia Conservation Commission, [kcmminck@gmail.com](mailto:kcmminck@gmail.com)  
 Dan Albrecht, Basin 5 CWSP, [dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)

The expense of preparing and submitting this proposal is the sole responsibility of the Consultant. The Town reserves the right to negotiate the scope of work and/or costs associated with the Consultant’s proposal, or to cancel in part or in its entirety this RFP if it is in the best interest of the Town. This solicitation in no way obliges the Town to award a contract.

Mr. Albrecht and/or Mr. Minck will confirm receipt of the submissions. If you do not receive confirmation of your submission within 24 hours, please contact Mr. Albrecht at 802-861-0133.

**VII. CONTRACTING**

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.vtsosonline.com/online>.

The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

If the award of the contract aggrieves any firms, they may appeal in writing to the Town of Georgia Selectboard, 47 Town Common Road North St. Albans, VT 05478. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the Town Selectboard is final.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the attached *State of Vermont's Standard State Provisions for Contracts and Grants*, aka Attachment C.

**VIII. ATTACHMENTS**

*Excerpts from Final Design Report, dated 6-20-24, 31 pages*

*Draft Bid Documents prepared by Watershed Consulting Associates, 48 pages*

*State of Vermont's Standard State Provisions for Contracts and Grants, 5 pages*

July 19, 2024



**Ken Minck**  
Town of Georgia Conservation Commission  
802-373-0765  
[kcmink@gmail.com](mailto:kcmink@gmail.com)

**Dan Albrecht**  
Basin 5 Clean Water Service Provider  
802-324-4642  
[dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)

**RE: Falls Road Trail Stormwater Improvements (Georgia): Construction Management Services**

Dear Ken and Dan:

Watershed Consulting is pleased to submit this proposal for construction management services for implementation of the gully restoration project along Falls Road Trail in Georgia, Vermont. We are pleased to include in the project team Lakeside Environmental Group (LEG) and Trafton Engineering Associates, LLC (Trafton Engineering).

Our team will be an excellent partner in this project. Watershed Consulting, having completed the initial scoping, planning, and 30% designs as well as the final 100% designs with LEG and Trafton Engineering for the site well understands the site-specific conditions and the intricacies of the design, the site, and the construction access. We are excited to continue the forward momentum established during the prior design phases of the project. Our project team has a wealth of experience in diverse stormwater-related projects and strives to efficiently and effectively provide the necessary engineering support to successfully and smoothly support the implementation of this impactful water quality improvement project.

We have considerable past project experience working with earthwork contractors to ensure projects are constructed in accordance with engineering designs. The project team is very familiar with the entire construction process from the bid document finalization, pre-bid conference, and selection of the contractor to construction oversight and final reporting. Due to the short timeframe for implementation (December 30, 2024), we will ensure that the initial stages of the project including the kickoff meeting and finalization and issuance of the bid documents occurs as soon as possible once the contract has been signed. This will ensure that the selected contractor has the maximum amount of time possible to complete the construction. Our project team also recognizes the importance of regular and open communication with the project stakeholders including the private landowner to ensure that all parties are informed about progress on the project and are aware of any issues encountered and the manner in which they were resolved.

Trafton Engineering includes Trafton Crandall, a P.E. registered in the State of Vermont, who has a wealth of engineering expertise. Watershed Consulting and our project team have a close working relationship and have partnered to complete many stormwater management projects in the past. Our joint team’s interdisciplinary experience allows us to provide a unique array of skills and experience necessary to meet the needs of this project – from the engineering expertise of an experienced Professional Engineer to informed on-site construction observation and adherence to permit requirements. Trafton Crandall, Andres Torizzo, and Anna Sherman will be involved in construction oversight.

Our qualifications, experience, and drive for protecting our water resources set us apart from our competitors. I am certain that our team will provide superior services and will successfully work with Town of Georgia and the CCRPC to ensure proper implementation of the gully restoration practice at Falls Road Trail in Georgia, VT. We would be privileged to have the opportunity to work with you to support this implementation. Thank you for your time and consideration. We look forward to hearing from you.

Sincerely on behalf of the project team,

Andres Torizzo  
Principal



# Falls Road Trail Stormwater Improvements (Georgia): Construction Management Services

## Response to Request for Proposals

### SUBMITTED TO:

**Ken Minck**  
Town of Georgia Conservation Commission  
802-373-0765  
[kcmink@gmail.com](mailto:kcmink@gmail.com)  
&  
**Dan Albrecht**  
Basin 5 Clean Water Service Provider  
802-324-4642  
[dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)

### SUBMITTED BY:

**Andres Torizzo**  
Watershed Consulting  
208 Flynn Ave Suite 2H | PO Box 4413  
Burlington, VT 05406  
(802) 497-2367  
[www.watershedca.com](http://www.watershedca.com)



## Background and Project Summary

Falls Road Trail, located in the Town of Georgia, is a 1.1-mile trail located between Cline Road and Mill River Road. This former road was recently reclassified to trail status by the Town of Georgia. In many areas, there is a steep slope towards the northwest. The trail intersects this slope but lacks cross drainage throughout its length, so the water often collects on the trail and causes significant erosion. A significant, eroding gully has formed along the trail, located adjacent to the most impaired portion of Mill River, less than a mile from the Mill River delta in St. Albans Bay. The gully erosion is a result of unmanaged stormwater runoff that is concentrated by Falls Road Trail, exacerbated by non-cohesive soils and steep slopes.

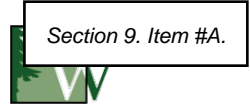


**Figure 1. A significant eroding gully is contributing sediment and phosphorus to Mill River.**

This site was initially investigated by Watershed Consulting with Friends of Northern Lake Champlain. This gully was identified as a high priority for mitigation during this scoping study (Figure 1). Then, Watershed Consulting worked with the Town of Georgia to develop a final 100% engineering design for stabilization of the gully, management of the contributing drainage area, and to prevent future erosion to Mill River. The design included two water bars, an infiltration basin, a plunge pool with two rock gabion walls, and stabilized stone channel within the gully itself. The implementation will include property owned by the Town of Georgia (the trail right-of-way) and a private landowner.

The Town of Georgia, working with the Chittenden County Regional Planning Commission (CCRPC) in their role as the Basin 5 Clean Water Service Provider (CWSP), received approval for implementation funding for this important project, which will reduce Phosphorus loading to Lake Champlain by more than 24 kg/yr. In order to successfully construct the practice, the project stakeholders are now seeking to contract with a qualified firm to provide construction management services. Watershed Consulting, with subcontractors Lakeside Environmental Group (LEG) and Trafton Engineering, is pleased to provide the attached proposal and detailed scope of work for completion of this important project.

Under this scope of work, Watershed Consulting, LEG, and Trafton Engineering (the project team) will provide construction engineering and oversight for the implementation of the gully mitigation project. The project team will coordinate with all stakeholders for the project and ensure that the project is implemented according to the 100% design plans, bid documents, and contract with the construction firm. The team will provide construction coordination support, perform site inspections throughout the construction process, and stay abreast of all permitting and reporting needs. In order to ensure that the selected contractor is able to begin construction as soon as possible to complete the project by the end of 2024, finalization of the bid documents will be prioritized immediately upon the signing of the contract for these services.



## Scope of Work

### Phase 1: Administration

#### *Task 1. Kickoff Meeting*

##### 1.A. – Attend Kickoff Meeting

A kickoff meeting will be held with the private landowners and project stakeholders (CCRPC and Town of Georgia) to address any concerns and discuss the project including a review of the 100% design plans, draft bid documents, bidding and construction timing, permit requirements, division of labor, a review of the operations and maintenance plan, and any other questions or discussion topics that may arise. Watershed Consulting will catalog any comments on the proposed schedule and any other remarks or concerns.

It is expected that the project stakeholders will provide input to the project team on construction timeline, division of labor, and any other project details deemed pertinent.

##### 1.B. – Prepare and Distribute Meeting Minutes

Meeting minutes will be taken during the kickoff meeting and finalized and distributed to project stakeholders following the kickoff.

**Deliverable:** Meeting attendance and meeting minutes

#### *Task 2. Finalize and Issue Bid Documents*

Within two weeks of the signing of the contract for this project, construction bid documents will be updated and issued to the project stakeholders for review to being distributed via the Vermont Bid Registry and direct contact to potential contractors for consideration. The bid documents will be finalized with specific information such as the proposed project schedule, mandatory pre-bid conference, and any other additional required elements. Any final revisions to the bid documents will be completed based on feedback from the project stakeholders and the final bid document package will be distributed. Assistance will be provided in advertising and distributing the final Invitation for Bid. As the project team developed the design plans for this project, only a brief review of completed work is necessary and will be completed at this time, leaving additional hours for construction oversight during construction.

**Deliverable:** Draft updated bid documents, final construction bid documents

#### *Task 3. Facilitate Pre-Bid Conference*

A mandatory pre-bid conference will be held on-site. All contractors who intend to bid on the project will be required to attend for their bid to be considered. The project team will walk the site with the contractors and provide an overview of the project. All questions from the contractors will be answered and recorded in a Q&A document, which will be distributed to all contractors and the project stakeholders after completion of the conference. The project team will keep a record of all contractors who attend the meeting as well as their contact information. This record will be provided to the project stakeholders along with the conference notes. The project team will assist the project stakeholders in answering any questions related to the Bid. It will be confirmed that the bids will be accepted only as lump sum bid packages and that contractor payment will be provided based on implementation of the design not by unit cost measures.

**Deliverable:** Pre-bid conference notes; list of firms represented at the pre-bid conference

## ***Task 4. Bid Evaluation***

### **4.A. - Bid Opening and Evaluation**

A bid-opening will be held via Zoom (or another preferred remote platform) facilitated by the project team. All contractors who bid on the project will be provided with a link for the meeting upon receipt of their bids. All valid bids will be opened and read aloud.

### **4.B. - Memorandum Preparation and Submittal**

Following the bid opening, the project team will develop a memorandum summarizing the bids and provide a recommendation and a rationale for that recommendation to the project stakeholders regarding contractor selection. If requested, the project team will meet with the project stakeholders to discuss any concerns or questions.

**Deliverable:** Memorandum summarizing bids received; recommendation and rationale for contractor to be awarded the contract

## ***Task 5. Prepare Contract Documents***

Contract documents will be drawn up to be executed by and between the Town of Georgia and the Selected Contractor. The project team will facilitate communication and coordination between the contractor and the project stakeholders as necessary and facilitate execution of the contract between the Town and the selected construction firm.

**Deliverable:** Draft contract documents

## ***Task 6. Permitting***

The project team will ensure final permits are obtained including the Town of Georgia Zoning Permit prior to project construction. The team will perform a brief final required permitting review to ensure that all necessary permits are in place.

**Deliverable:** All necessary permit applications complete and submitted

## ***Task 7. Facilitate Pre-Construction Conference***

### **7.A. – Project Stakeout**

Project stakeout will be completed at least three days prior to the pre-construction conference. The site will be staked and marked per the final design plans with a particular focus on staking out areas to be avoided by heavy equipment. Details on equipment staging, gravel and stone stockpiles, and other related storage of supplies will be provided. The Town and site landowner will be contacted, and any relevant discussions held prior to and following stakeout.

### 7.B. – Pre-Construction Conference

A mandatory pre-construction conference will be held on-site. The selected contractor, the site landowner, and project stakeholders will attend this conference. A site walk will be completed and any remaining questions from the contractor answered. The project team will ensure that the contractor has coordinated with Dig Safe.

**Deliverable:** Project stakeout complete, attendance at pre-construction conference

## Phase 2 – Construction Management

### *Task 1. Construction Observation, Invoice & Change Order Approval, and Interim Reporting*

#### 1.A. - Construction Observation and Oversight

The project team will provide construction observation and oversight services throughout the course of construction. All staff who visit the construction site will be equipped with appropriate personal protective equipment (high visibility vest, hard hat, and crush resistant footwear), and all necessary equipment, tools, and supplies will be transported to the site or, if applicable, stored on site. The team will perform site visits two to three times per week with more frequent and/ or prolonged visits when key installations are being completed or constructed.

The project team will ensure the project is constructed in accordance with design specifications and that work completed complies with the plans and specifications and is true to line and grade. The project team will also ensure that erosion control practices are in line with accepted standards and applicable permits. Any derivations from acceptable construction practices including violations of permits, ordinances, property agreements, erosion and sediment control practices, or any other unusual occurrences will be reported immediately to the project stakeholders, the landowner, and the contractor. Annotated photo documentation will be completed at each site visit. Regular communication will be provided regarding site updates to project stakeholders and the landowner. The project team will receive certificates, computations, and reference materials submitted by the contractor, which will be maintained, stored, and organized in a project-specific file.

#### 1.B. - Change Order and Invoice Review

The project team will verify and approve material specifications, review and approve payment requisitions and change orders, answer any questions as they arise, and be generally available to the Contractor throughout the course of the project. Change orders will be coordinated as needed and will include preparation of an independent cost analysis for work items that were not included in the original contract price.

#### 1.C. - Interim Report Preparation and Submittal

At the approximate midpoint of construction, the project team shall prepare an interim report to be submitted to the project stakeholders which shall include:

- Construction photographs
- Approximate completion percentage
- Work completed to-date
- An assessment of project budget status
- A summary of any project complications if applicable

- Any other information deemed pertinent

**Deliverable:** Interim project report (see details above)

## *Task 2. Final Inspection and Reporting*

### **2.A. – Site Inspection and Correction List**

A final site inspection and walk through following reporting of substantial completion by the contractor. A representative from the contractor will accompany staff on this walk-through. A list of items to be corrected or completed will be developed following this inspection as needed. The list will be provided to the contractor and project stakeholders. Staff will confirm correction of any identified issues following notification that the corrective actions have been completed by the contractor. The final site inspection will be coordinated and completed following corrective actions as needed. A Certificate of Substantial Completion will be issued when appropriate. Following this, certification will be provided to the project stakeholders and the landowner that the project was constructed as designed, taking into account any approved changes or revisions that occurred during construction, and is in conformance with project specifications and is in fulfillment of the contract provisions.

### **2.B. - As-Built Plan Preparation**

Final as-built plans will be prepared following construction.

### **2.C. - Final Construction Report**

Following substantial completion of the construction phase, a Final Engineering Report will be prepared and submitted to CVRPC. This report will include, at a minimum:

- a brief summary of the project,
- site photographs,
- a description of any deviation from the original 100% design and a rationale for that deviation (as applicable), and
- as-built plans.

**Deliverable:** Corrective action list, as-built plans, final engineering report

## Staff Hours per Project Task

The table below includes a summary of the person hours proposed per project task.

Phase	Category & Task	Firm Staff Title	Watershed Consulting			LEG		Trafton Engineering
			A. Torizzo	K. Garvey	A. Sherman	A. Stout	S. Smith	T. Crandall
			Principal	GIS Program Manager	Water Resources Scientist	Senior Planner	CAD / GIS Specialist	Principal, P.E.
<b>Phase 1. Administration</b>								
1	<b>Task 1. Kickoff Meeting</b>							
	1.A. Attend Kickoff Meeting		1	1				
	1.B. Prepare and Distribute Meeting Minutes			0.5				
2	<b>Task 2. Finalize and Issue Bid Documents</b>		2		3			1
3	<b>Task 3. Facilitate Pre-Bid Conference</b>		4					
4	<b>Task 4. Bid Evaluation</b>							
	4.A. - Bid Opening and Evaluation		3					
	4.B. - Memorandum Preparation and Submittal		0.5		1			
5	<b>Task 5. Prepare Contract Documents</b>		2		1			
6	<b>Task 6. Permitting</b>				2			
7	<b>Task 7. Facilitate Pre-Construction Conference</b>							
	7.A. – Project Stakeout		1		5			
	7.B. – Pre-Construction Conference		2.5					
<b>Phase 2. Construction Management</b>								
1	<b>Task 1. Construction Observation, Invoice &amp; Change Order Approval, and Interim Reporting</b>							
	1.A. - Construction Observation and Oversight		16		8			8
	1.B. - Change Order and Invoice Review		2.5					
	1.C. - Interim Report Preparation and Submittal		0.5	1	2			
2	<b>Task 2. Final Inspection and Reporting</b>							
	2.A. – Site Inspection and Correction List		4		1			4
	2.B. - As-Built Plan Preparation		1		4	2	6	
	2.C. - Final Construction Report		1	1	4			1
<b>Total Hours by Staff</b>			<b>41</b>	<b>3.5</b>	<b>31</b>	<b>2</b>	<b>6</b>	<b>14</b>

## Qualifications



Watershed Consulting is a Burlington, Vermont-based Woman-Owned Small Business (WOSB) specializing in stormwater management, practice design, geospatial planning, water quality investigations, and data analysis. Watershed Consulting has a strong portfolio of successful project examples in the State of Vermont, from initial assessment and planning to concept design to final design and implementation support. Watershed Consulting has been a leader in the State on stormwater retrofitting and has led designs for treatment features in Vermont for over 15 years. Since that time, Watershed Consulting has worked with a diverse group of partners and stakeholders to design and implement numerous water quality projects.

Watershed Consulting has successfully provided construction engineering services for a variety of stormwater and water quality focused implementation projects around the State of Vermont. Watershed Consulting is experienced with the preparation and distribution of construction bid materials to select a contractor to implement water quality project. Watershed Consulting utilizes the Vermont Bid Network and through this platform, has successfully collaborated and maintained working relationships with many contractors in Vermont. If the client has a pre-selected list of contractors that they have completed previous work with, Watershed Consulting will work with the client to evaluate and select the appropriate contractor for the project from this selection. We work closely with the contractor to ensure that a detailed implementation schedule is developed and maintained, the project site is properly staked out, and that daily construction activities are in compliance with the applicable permit regulations and design specifications. Below is a selection of stormwater projects that Watershed Consulting has provided construction engineering services for and collaborated with various contractors to execute successful stormwater project implementation.

**Andres Torizzo CPESC, CISEC, CESSWI, CPSWQ – Principal:** Andres is the Principal and co-founder of Watershed Consulting. Andres has been modeling, designing, permitting, and inspecting stormwater projects in Vermont for over 19 years in a range of environments and geographic locations across the State. His work has included partnering with municipalities and nonprofit groups on State and Federally funded water quality improvement projects, and he has consulted for a range of development owners on industrial, commercial, residential, and transportation-based sites. Andres holds a master's degree in Geography from the University of Colorado at Boulder and a bachelor's degree in Geological Sciences from Tufts University.

**Kerrie Garvey, GISP – GIS Program Manager:** Kerrie has extensive experience working with ArcGIS software, developing models, and managing large datasets. Kerrie has been actively managing multi-town master planning efforts, has supported the design, both concept level and final design, of many stormwater BMPs, and completes stormwater-focused modeling with programs including HydroCAD, WinSLAMM, STEPL, EPA's Opti-Tool, and State phosphorus loading tools including the Stormwater Treatment Practice calculator. She holds an MS in Natural Resources from the University of Vermont and a BS from Colby-Sawyer College.

**Anna Sherman- Water Resources Scientist.** Anna has a background in stormwater treatment analysis, biogeochemistry, and Geographic Information Systems (GIS). She has a bachelor's degree from the University of Vermont in Environmental Science with a concentration in Ecological Design and a minor in Anthropology. Anna is involved with stormwater permitting, soils research, and mapping.

Watershed Consulting will be the primary consultant for this project and the project team will include Trafton Engineering and Lakeside Environmental Group (LEG). Watershed Consulting has worked closely

with Trafton Engineering and LEG on many projects in recent years and have found that Trafton Engineering's extensive engineering experience and LEG's design and drafting experience has been an asset on similar past projects. Resumes for all key personnel are attached.

### **Trafton Engineering Associates, LLC**

Trafton Engineering is led by Trafton Crandall, a Vermont-licensed professional engineer (P.E.). Trafton is the Owner and Principal Engineer of Trafton Engineering Associates, LLC and has extensive experience in stormwater BMP design and permitting. Trafton's expertise complements and enhances the skills of the remainder of the project team. Trafton will provide engineering oversight for this project.



### **Lakeside Environmental Group**

Lakeside Environmental Group (LEG) is a small Burlington, VT consulting firm that specializes in stormwater treatment design, wastewater and potable water supply design, complex grading designs, land use planning, project management and permitting, GPS and GIS mapping, topographic surveying and modeling, CAD drafting, environmental mediation, and related resource evaluations (aesthetics, agricultural soils, wetlands, etc.). LEG was formed in the spring of 2010 with partners who had worked together previously at Heindel & Noyes for over eight years. LEG frequently teams with other development consultants including Watershed Consulting.



References: Below please find contact information for three references familiar with Watershed Consulting's ability, experience, and reliability. Additional references are available upon request.

#### **Ira Shadis**

##### **Friends of the Mad River**

Stewardship Manager

[ira@friendsofthemadriver.org](mailto:ira@friendsofthemadriver.org)

Physical address: General Wait House • 4061 Main Street, Waitsfield, VT 05673

Mailing address: PO Box 255, Waitsfield, VT 05673

Phone: 802-496-9127

#### **Nanci McGuire**

##### **Rutland Natural Resources Conservation District**

District Manager

(802) 775-8034 x117

170 S Main St, Ste 4

Rutland, VT 05701

[Nanci.mcguire@vt.nacdnet.net](mailto:Nanci.mcguire@vt.nacdnet.net)

#### **Mark French**

##### **Town of Hyde Park**

Road Commissioner

[mfrench@hydeparkvt.com](mailto:mfrench@hydeparkvt.com)

Physical Address: 344 VT 15W, Hyde Park, VT 05655

Mailing Address: PO Box 98, Hyde Park, VT 05655

Phone: 802-888-2300

## Project Examples

A brief selection of project examples is included in the following pages. Additional examples are available upon request.

### Barre Town Recreational Fields – Bioretention Basin Final Design & Implementation



#### BARRE TOWN, VT 2017-2021

In 2019, Watershed Consulting was hired by the Friends of the Winooski River to complete 100% engineering designs for three properties in Barre Town, VT, including the Barre Town Recreational Fields. The project was originally identified and developed to the 30% design phase in the Quarry Hill and Sterling Hill Stormwater Master Plan in 2017. The proposed stormwater features included a retrofit of an existing grass swale to improve stormwater pre-treatment and conveyance, a bioretention basin, and slope stabilization. Watershed Consulting completed the 100% engineering design of all proposed features in 2019. In 2021, FWR

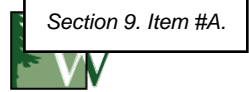
*Project Highlights*

- Constructed grass swale and bioretention basin treats stormwater runoff from 22.3 acres of land
- Complies with the site’s 3-Acre regulatory treatment requirements

acquired a second round of funding to obtain the necessary permits and implement the proposed practices. Watershed Consulting was subcontracted by FWR for this subsequent implementation phase. This phase included developing an Operations & Maintenance plan and agreement for the Town of Barre and acquiring the Act 250 permit, Construction General Permit, the Operational Stormwater Permit (3-9050) prior to project implementation. Watershed Consulting prepared all permit applications and oversaw the technical review process for each permit application with the applicable state regulatory agencies to acquire the necessary permits. Once all permits were authorized, Watershed Consulting completed and administered bid documents through the Vermont Bid Network to hire a contractor to construct the project. Watershed

Consulting selected Hebert Excavation to construct the project. From September to December 2021, Watershed Consulting worked closely with Hebert Excavation to complete a site stakeout, observe construction activities on a daily basis to ensure successful project implementation that was in compliance with the authorized permits. This work was completed in December 2021 and continues to be inspected by Watershed Consulting on an annual basis.





## U-32 Middle & High School – Gravel Wetland Final Design & Implementation



### MONTPELIER, VT 2018-2022

In 2018, Watershed Consulting, in partnership with Civil Engineering Associates, was hired by the Town of East Montpelier to complete a municipal stormwater master plan (SWMP). The U-32 Middle & High School was identified and assessed as part of the East Montpelier SWMP to determine the site’s future 3-acre requirements needed to comply with General Permit 3-9050. During this preliminary planning phase, it was determined that two gravel wetlands systems would collectively help the school meet their 3-acre treatment requirements under General Permit 3-9050. In 2019, a 30% engineering design was completed for the two gravel wetlands as part of the East Montpelier SWMP.

In 2021, the Washington Central Unified Union School District hired Watershed Consulting directly to complete a formal Engineering Feasibility Analysis (EFA), a 100% design, General Permit 3-9050 obtainment, and construction engineering services. Watershed Consulting first conducted a thorough EFA to verify the minimum treatment requirements for the school to meet General Permit 3-9050 standards that were initially assessed in the East Montpelier SWMP. The EFA findings showed that the two proposed gravel wetlands would be sufficient for providing the minimum treatment requirements under General Permit 3-9050.

Once the EFA was complete, Watershed Consulting completed a 100% engineering design and an O&M plan and agreement for the two gravel wetlands. The final component of the scope of work was providing construction engineering and oversight.

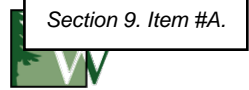


### Project Highlights

- Successfully implemented two gravel wetlands that manage 5.7 acres of impervious within a 14-acre drainage area
- Stormwater features comply with the 3-Acre treatment requirements under General Permit 3-9050



This included providing bid management support, stakeout of key site features to establish horizontal and vertical control, organize and attend a pre-construction meeting with the selected contractor, daily observation of construction activities, and a post construction inspection. In Summer 2022, Watershed Consulting selected Hebert Excavation to implement the proposed stormwater system and worked closely with the contractor to ensure that all construction engineering services were met for the client and resulted in a successful implementation of the gravel wetlands and all associated design features.



## Pearl Street Final Design and Implementation

BRANDON, VT 2021

A project along Pearl Street in Brandon, VT was identified by Watershed Consulting as a priority area for stormwater retrofit during the 2017 Brandon Stormwater Master Plan (SWMP) due to its crucial location within the Neshobe River watershed and anticipated high pollutant removal efficiencies. Pearl Street has particularly wide rights-of-way and sandy soils that are ideal for infiltration. The concept envisioned for the Pearl Street area was a series of bioretention practices (bio-swales) along the entire length of Pearl Street. These practices make use of the wider than average street width to create long, narrow bioretention practices within the right-of-way that reduce pollutants by infiltrating runoff to the groundwater. Runoff flows into a concrete notch inlet and



### Project Highlights

- Developed 100% design plans
- Completed construction oversight



overflows using existing catch basins. 30% designs were completed during the SWMP development. This design was then advanced to the 100% design phase. Watershed Consulting staff completed topographic surveys and soil investigations along Pearl Street to verify the infiltration rate of the native sandy soils. Cost projections were also developed. This project was estimated to remove 6.49 lbs of TP annually. The team completed site stakeouts for construction and provided oversight during the construction activities in 2021.

## Café Provence Final Design and Implementation

BRANDON, VT 2021

Watershed Consulting completed a Stormwater Master Plan (SWMP) for the Town of Brandon. As part of this SWMP, 5 sites were identified for concept (30%) designs including the Town-owned public parking lot behind Café Provence. This parking area serves numerous buildings and businesses and the stormwater runoff from this area was draining directly into the Neshobe River. Final design was then completed for the site. These 100%



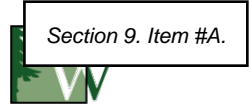
### Project Highlights

- 100% designs completed for constrained site abutting river corridor.
- Project successfully implemented in constrained area along the Neshobe River.



plans included a bioretention area to collect runoff from the parking lot and a dry well. This design was successfully

implemented within the constraints of the existing buildings, traffic patterns, and the river's sensitive riparian area and corridor to manage stormwater effectively. A dry well was designed to manage the runoff from the Café's patio area. Watershed Consulting completed construction oversight for this project's implementation.



## Northfield Village Green Infrastructure Design and Implementation



### NORTHFIELD, VT 2014-2019

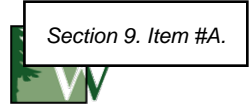
Watershed Consulting, in partnership with Lakeside Environmental Group, was hired by the Central Vermont Regional Planning Commission to complete a green infrastructure retrofit assessment for the Town of Northfield. The project identified treatment opportunities for existing impervious surfaces, primarily roads and parking lots. Site

characterization was completed for ten priority sites using infiltration testing and utility conflict identification. The team worked with the Town to prioritize retrofits and refined the original list of potential projects to two large-scale infiltration basins and two small-scale curb extensions with flow-through planters, managing a total of 24.3 acres. Planting plans and conceptual engineering plans were developed for the proposed practices. A landscape rendering was prepared by Urban Rain Design for integrating green infrastructure treatment systems into the Village Green to improve water quality treatment and aesthetics of the area, as well as making parking and traffic circulation more efficient. Watershed Consulting provided construction oversight services including preparing bid materials and construction observation for two of the proposed retrofit projects, which were installed in 2019.

#### Project Highlights

- Town of Northfield completed implementation of green infrastructure design project
- Four projects designed, with the ability to manage 24.3 acres





## Berlin Elementary School – Bioretention Final Design & Implementation



### BERLIN, VT 2019-2021

Watershed Consulting identified five high priority sites in need of stormwater mitigation in the Town of Berlin, Vermont during development of a multi-town Stormwater Master Plan in 2016-2017. The Central Vermont Regional Planning Commission obtained funding through the Lake Champlain Basin Program for final design of three of these projects in 2019: the Chimney Sweep Fireplace Shop, the Berlin Elementary School, and the Berlin Fire Department. Watershed Consulting and sub-consultant Civil Engineering Associates (CEA) were hired to complete these designs and provide construction engineering services.

#### Project Highlights

- An educational sign was developed for Berlin Elementary School.
- Final design completed for 3 sites including two parcels subject to the 3-Acre Rule.

The practice at the Berlin Elementary School included a bioretention area and improvements in stormwater conveyance. One significant issue at the school prior to construction of this practice was an unpaved parking lot that was discharging unmanaged stormwater and significant sediment loads down a steep slope to a sensitive wetland area. The design was created to address stormwater issues on site and comply with the 3-Acre Rule. Watershed Consulting completed an O&M plan and agreement to ensure that the practices will be properly maintained for their lifespans. The practices were selected by the project team with input and support from project stakeholders to integrate with the existing use of the properties and serve as aesthetic amenities.



Additionally, an educational sign was developed to educate students and the public about stormwater issues at the school and in the Town. The Elementary School and Fire Department share a parcel and are thus subject to the 3-Acre Rule. The final designs for the two sites meet the requirements of the permit. Watershed Consulting prepared and distributed construction bid documents to select a contractor to implement the proposed projects. Dubois Construction was selected by Watershed Consulting to construct the projects in 2021. Watershed Consulting and CEA collaborated with providing construction oversight and conducted a post-construction inspection. The project, will reduce phosphorus loading by 4.1 lbs/yr and manage 1.4 acres of previously unmanaged impervious cover.

## Schedule

All tasks are proposed to be completed within the timeframe requested. The construction schedule will be dependent on the selected contractor’s availability and schedule; the project team will remain responsive throughout the construction of the practice.

Task	Description	2024				
		Aug.	Sept.	Oct.	Nov.	Dec.
<b>Phase 1. Administration</b>						
1	<b>Task 1. Kickoff Meeting</b>					
	1.A. Attend Kickoff Meeting					
	1.B. Prepare and Distribute Meeting Minutes					
2	<b>Task 2. Finalize and Issue Bid Documents</b>					
3	<b>Task 3. Facilitate Pre-Bid Conference</b>					
4	<b>Task 4. Bid Evaluation</b>					
	4.A. - Bid Opening and Evaluation					
	4.B. - Memorandum Preparation and Submittal					
5	<b>Task 5. Prepare Contract Documents</b>					
6	<b>Task 6. Permitting</b>					
7	<b>Task 7. Facilitate Pre-Construction Conference</b>					
	7.A. – Project Stakeout					
	7.B. – Pre-Construction Conference					
<b>Phase 2. Construction Management</b>						
1	<b>Task 1. Construction Observation, Invoice &amp; Change Order Approval, and Interim Reporting</b>					
	1.A. - Construction Observation and Oversight					
	1.B. - Change Order and Invoice Review					
	1.C. - Interim Report Preparation and Submittal					
2	<b>Task 2. Final Inspection and Reporting</b>					
	2.A. – Site Inspection and Correction List					
	2.B. - As-Built Plan Preparation					
	2.C. - Final Construction Report					

## Andres Torizzo

### Principal, Hydrologist

Mr. Torizzo is Principal, Hydrologist, and co-founder of Watershed Consulting Associates, LLC., a firm specializing in stormwater management consulting services. Mr. Torizzo has worked for State agencies and numerous municipal and private entities on operational stormwater management and erosion-sediment control design and permitting issues, in a range of settings including linear transportation, commercial, industrial, residential, and agricultural.

Mr. Torizzo’s specialties include stormwater mapping, inventory, and master planning, illicit discharge detection and elimination (IDDE), stormwater hydrologic & hydraulic modeling, stormwater pollutant load modeling, retrofit design, low-impact development design, and Total Maximum Daily Load implementation (TMDL) investigations.

### KEY FIRM ROLES AND RESPONSIBILITIES

**Project Management** – Oversees project budgets, timelines, deliverables, quality control, and coordination with partners and clients.

### SELECTED PROJECT EXPERIENCE

**Public-Private Partnerships (P3) for Stormwater Management (2019-2021)** – Provided oversight for all project operations including subcontractor management, task order tracking and deliverable development, retrofit design, modeling, stakeholder outreach and engagement, GIS analysis and visualization.

**Northfield Infiltration Chamber Design (2019)** – Developed design, and managed permitting for large-scale infiltration system for the Town of Northfield, Vermont. The chamber system manages a large area of residential development and is one of the largest chamber systems installed in the State. The project provides for water quality improvement and aids in flood reduction in the Dog River.

**Central Vermont Stormwater Master Plans (2016– 2019)** – Led efforts to perform stormwater management master plans in twelve Vermont communities, generating over 150 priority sites for field investigation and assessment. Conducted modeling for retrofit designs for nearly all priority sites and generated modeling information for production of 60 30% concept designs.

**Potash Brook Flow Restoration Plan (2014-2016)** – Worked for the City of South Burlington, VT and the Vermont Agency of Transportation on a Flow Restoration Investigation for the stormwater-impaired Potash Brook watershed.

### SELECTED PUBLICATIONS & PRESENTATIONS

**Torizzo, A.** and Garvey, K.M. 2017. Flow restoration planning in the stormwater impaired Potash Brook Watershed, South Burlington, VT. StormCon, August 29-31, Bellevue, WA.

**Torizzo, A.,** Allen, D., Garvey, K., and Bruno, M. 2016. Monitoring and Tracking Chloride Trends. *Stormwater Magazine*, July/August 2016, p. 18-37.

### EDUCATION

- M.A. 2002, Geography, University of Colorado at Boulder
- B.A. 1998, Geological Sciences, Tufts University

### PROFESSIONAL EXPERIENCE

- 2005-Present Watershed Consulting
- 2002-2005 Ross Environmental
- 2002 Pioneer Environmental
- 1998-2002 U.S. Geological Survey, Water Resources Division

### PROFESSIONAL CERTIFICATIONS

- Certified Professional in Erosion and Sediment Control (CPESC) # 3318.
- Certified Inspector of Sediment and Erosion Control (CISEC) # 48.
- Certified Erosion, Sediment, and Stormwater Inspector (CESSWI) # 179.
- Certified Professional in Stormwater Quality (CPSWQ) #119.
- Recognized as proficient in Construction Site Stormwater Management by the IECA.

### PROFESSIONAL AFFILIATIONS

- Center for Watershed Protection Association
- International Erosion Control Association

## Kerrie Garvey, GISP, M.Sc.

### GIS Program Manager

#### Project management experience: 9 years

Ms. Garvey is currently the GIS Manager at Watershed Consulting Associates, LLC, a Vermont-based firm specializing in stormwater management consulting services. Ms. Garvey holds a Master of Science in Natural Resources from the University of Vermont and a B.S in Environmental Studies with a minor in Biology from Colby-Sawyer College.

Ms. Garvey has focused on utilizing GIS technology to study and improve real world water quality issues. Her past work has included quantifying stream erosion, mapping channel migration, and assessing hydrologic connectivity of impervious surfaces. During graduate school, she worked as a research assistant focusing on mapping stream channel migration and assessing impacts to water quality. After earning her M.S. degree, she was employed at the University of Vermont as a Research Specialist where her work revolved around understanding road-stream connectivity impacts to water quality and mapping and assessing hydrologically connected impervious surfaces.

#### SELECTED PROJECT EXPERIENCE

**Forest Land Accounting Methodology to Estimate Sediment and Phosphorus Reductions (2021)** – Provided technical support and project management support for the development of accounting methods for estimating phosphorus and sediment reductions for forestland BMPs and modeling sediment and phosphorus yields from forest roads.

**Public-Private Partnerships (P3) for Stormwater Management (2019-2021)** – Co-manager of this project, which will serve as a pilot project for creating public-private partnerships to meet the 3-acre permit requirements. Created a prioritization to identify candidate properties and municipalities to ultimately select 10 sites with a wide range of physical properties as well as a wide geographic spread. These 10 sites were taken to the 30% design level.

**Georgia Shore and Stormwater Erosion Assessment (2020-2021)** – Watershed team lead and project manager for assessments along the Georgia, Vermont shoreline to identify, map, and rank structural BMPs and shoreline water quality issues. Outreach includes presenting information to the public in two open meetings. Support for the development of three 30% concept plans to address identified issues.

#### SELECTED PUBLICATIONS & PRESENTATIONS

Garvey, K. and Gomez, K. 2020. Targeting and Prioritizing Stormwater Master Planning Projects in Vermont. New England Water Environment Association Conference, January 27, Boston, MA

Garvey, K. and Torizzo, A. 2019. Targeting and Prioritizing Stormwater Master Planning Projects in Vermont. ESRI Water Conference, February 4-6, Nashville, TN

Torizzo, A. and Garvey, K.M. 2017. Flow restoration planning in the stormwater impaired Potash Brook Watershed, South Burlington, VT. StormCon, August 29-31, Bellevue, WA.

Torizzo, A., Allen, D., Garvey, K., and Bruno, M. 2016. Monitoring and Tracking Chloride Trends. Stormwater Magazine, July/August 2016, p. 18-37.

Ishee, E.R., Ross, D.S., Garvey, K.M., Bourgault, R.R., and Ford, C.R. 2015. Phosphorus characterization and contribution from eroding streambank soils of Vermont's Lake Champlain Basin. Journal of Environmental Quality. vol. 44 no 6, p. 1745-1753.

Pechenick, A.M., Rizzo, D.M., Morrissey, L.A., Garvey, K.M., Underwood, K.L., Wemple, B.C. 2014. A multi-scale statistical approach to assess the effects of connectivity of road and stream networks on geomorphic channel condition. Earth Surface Processes and Landforms. vol. 39, no 11, p. 1538-1549.

#### EDUCATION

M.Sc. 2012, Natural Resources,  
University of Vermont

B.S. 2006, Environmental Studies,  
Colby-Sawyer College

#### PROFESSIONAL EXPERIENCE

April 2014-Present

GIS Program Manager  
Watershed Consulting  
Associates, LLC

April 2014-April 2015

Project Manager  
Vermont EPSCoR CWDD

June 2012-April 2014

Research Specialist  
University of Vermont

July 2009-June 2012

Research Assistant  
University of Vermont

November 2006 – July 2009

Digital Mapping Specialist  
TomTom / Tele Atlas

Certifications: Natural Shoreland Erosion  
Control Certification,  
GISP



Stormwater Management | Green Infrastructure Design | Water Quality | Master Planning

208 Flynn Avenue, Suite 2H | PO Box 4413  
Burlington, VT 05406  
P: 802.497.2367  
www.watershedca.com

## Anna Sherman

### Water Resources Scientist

Anna is a Water Resources Scientist at Watershed Consulting. She has a background in ecological design, biogeochemistry and soils research, science communication, and Geographic Information Systems (GIS). In previous research assistantships, she has worked extensively with forest soils and soil carbon processes, and with drinking water treatment residuals for use in green stormwater infrastructure. At Watershed Consulting, Anna is involved with stormwater permitting and inspections, soils and site analysis, Best Management Practices (BMP) assessment, and GIS mapping and analysis.

#### SELECTED PROJECT EXPERIENCE

**Stormwater Permitting, Inspections, & Renewals (2023 - Ongoing)** -- Prepares application materials for new permits, replacement permits, and permit renewals. Materials prepared include flow and drainage area determinations, map preparation, narratives, and State-required components. Conducts soil characterization, infiltration tests, and field verification of mapped vs. actual site conditions for determining best management practices. Conducts annual and quarterly inspections required by the State for General Permit 3-9050 and MSGP permit compliance, and all associated documentation and electronic reporting.

**Permit Acquisitions for 3-Acre School Properties Under the “Green Schools” Initiative (2023)** -- Co-managed the permit application processes for multiple 3-Acre school facilities across Northern and Central Vermont, meeting phase-specific funding deadlines to ensure grant funding for the facilities.

**Illicit Discharge Detection & Elimination (2023 – Ongoing)** – Conducts city- and town-wide sampling of stormwater outfalls and completes follow-up assessments of previous investigations. Completes field analyses of stormwater samples for a variety of pollutants and illicit discharge indicators, generating suggestions for improvements at sites with poor water quality markers. This work has been recently completed for the cities of Rutland and Saint Albans, with advanced investigation for the City of Saint Albans performed in the Fall of 2023.

#### Characterizing P-Retention in Drinking Water Treatment Residuals (2021 – 2022)

Processed drinking water treatment residuals (DWTRs) for use as green stormwater infrastructure material. Characterized DWTR samples, analyzed DWTRs for arsenic leaching, and prepared batch isotherms for characterizing phosphorus sorption. Prepared data briefs and communications to grant funder.

**EDUCATION**

B.S. 2022, Environmental Science & Ecological Design, University of Vermont

**PROFESSIONAL EXPERIENCE**

2023 – Present Watershed Consulting, *Water Resources Scientist*

2022 – 2023 University of Vermont Spatial Analysis Lab, *GIS Technician*

2021 – 2022 Nutrient Cycling & Ecological Design Lab, *Research Assistant*

Summer 2021 Adair Terrestrial Biogeochemistry Lab, *Field and Lab Technician Intern*

Summer 2019 Bristol-Myers Squibb, *Global Environment, Health, Safety & Sustainability Intern*

**PROFESSIONAL AFFILIATIONS**

Member, Phi Beta Kappa Honor Society



## **Anthony T. Stout**

**Senior Planner & Principal**

### **EMPLOYMENT**

**Senior Planner & Principal, Lakeside Environmental Group LLC, Burlington, Vermont.** 2010 to present.

**Senior Planner, Heindel & Noyes, Burlington, Vermont.** 2002 to 2010.

**Principal, A.T. Stout Land Use Consulting, Ferrisburgh, Vermont.** 1993 to 2002.

**District Coordinator, Vermont Environmental Board, Pittsford, Vermont.** 1985 to 1993.

**Resource Economist, The Wilderness Society, Washington, D.C.** 1984 to 1985.

**Research Assistant, Resources for the Future, Washington, D.C.** 1981 to 1984.

**Water Resource Fellowship, Silver Creek Watershed Study, Cleveland State University, Chardon, Ohio.** 1973-1975.

### **EDUCATION**

**B.S., Forestry.** 1979, University of Vermont, Burlington, Vermont

**M.S.L., Environmental Law.** 1980, Vermont Law School, So. Royalton, Vermont

**Mediation Program.** 1990, Woodbury College, Montpelier, Vermont. 60 hours.

**Snelling Leadership Institute.** 1998, University of Vermont, Burlington, Vermont.

### **OTHER SKILLS & EXPERIENCE**

**Vermont Environmental Court Mediator,** 2007 to present.

Act 250; Vermont Planning & Zoning; Vermont Water Supply and Wastewater Disposal Rules; Vermont Stormwater Rules; Vermont Wetland Rules; Federal Wetland Rules; National Environmental Policy Act; Federal Flood Hazard Rules; CAD Drafting (especially complex grading and compact designs); GIS Analysis and Mapping (using Vermont's GIS data sets); Digital Photo Visualizations (technically accurate size and perspective); Land Title Research; Legal Research; Drafting Deed Covenants and Articles of Association; Construction Supervision

### **REFERENCES AVAILABLE ON REQUEST**



# Scott Smith

Principal / Senior CAD/GIS Specialist

**EDUCATION**

**State University of New York (SUNY), Geneseo, NY**  
Bachelor of Arts Degree, with a Major in Geography and a Minor in Environmental Studies – May 1994

**PROFESSIONAL LICENSE**

**Licensed Designer #521-B** - Vermont Agency of Natural Resources (ANR), Department of Environmental Conservation (DEC), Wastewater Management Division. Licensed to evaluate and design potable water supply and wastewater disposal systems and permits for single-family residential development and subdivisions.

**RECENT EMPLOYMENT HISTORY**

*May 2010 – Present*

**Lakeside Environmental Group, LLC.** – South Burlington, VT

**Principal – Senior CAD/GIS specialist**

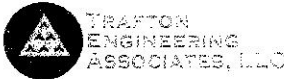
- Drafting and customized mapping development of design plans to meet local and State permit requirements.
- Topographic surveying for planning and development of small and large scale subdivisions, environmental and civil engineering plans and water supply and wastewater system design.
- GPS data collection and integration into design plans and maps.
- Complete site evaluation including test pit soil analysis, percolation testing, identifying potential environmental impacts, locating suitable sites for water supply sources and wastewater disposal systems.
- Full plan and profile creation of 3D surfaces used for slope analysis, grading, stormwater design and construction material quantification.
- Large scale area watershed/subwatershed mapping

*February 1997 – May 2010*

**Heindel & Noyes, Inc.** - South Burlington, VT

**Senior CAD/GIS/GPS & Survey Technician**

- Served as primary GPS and survey technician for field mapping, and topographic Land Surveying with use of Nikon Total Station for purposes of developing engineering designs, site analysis, and planning.
- Completed design plans meeting local and State permitting requirements while working with engineers and planners as the lead CAD/GIS technician.
- Worked closely with hydrogeologists and staff scientists to collect data and assist with hazardous soil and groundwater contamination plans, remediation system design and exhibit preparation.
- Assisted with the development of a digital database integrated into a customized GIS interface offering official flood determination services to lending institutions throughout the State.
- Completed GPS field mapping for numerous infrastructure inventories for municipalities and utility companies for use in a customized Asset GIS package.
- Produced municipal parcel mapping, deed research, and GIS database development.



**TRAFTON M. CRANDALL, P.E.**

343 ORCHARD ROAD  
CHARLOTTE, VT 05445

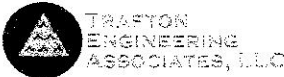
PHONE (802) 425-7760  
E-MAIL: [traftonmc@gmavt.net](mailto:traftonmc@gmavt.net)  
[www.traftonengineering.com](http://www.traftonengineering.com)

<b>Education</b>	<b>1991 - 1993</b>	<b>Cornell University</b>	<b>Ithaca, NY</b>
		<b>M. S. Environmental Engineering</b>	
	<b>1988 - 1991</b>	<b>University of Vermont</b>	<b>Burlington, VT</b>
	<b>B. S. Civil/Environmental Engineering</b>		
		<i>(Honors: Tau Beta Pi, Chi Epsilon)</i>	
	<b>1972 - 1976</b>	<b>University of Vermont</b>	<b>Burlington, VT</b>
		<b>B. A. Environmental Studies</b>	

**Licensing/Certification**    **Professional Engineer Licenses: Vermont Environmental #8136**  
**40-Hour HAZWOPER, 1991**  
**8-Hr HAZWOPER Annual Training 1992 - 2014**  
**Engineer-In-Training Certification, VT, 1991**  
**Certified Septic Designer, Vermont ANR 2004 to Present**

**Professional Experience**    **4/15/2007 to Present Trafton Engineering Associates LLC**  
**Owner/Manager – Principal Engineer**

- Project manager-Subdivision Development: Residential and commercial subdivision design and permitting. Lot layout design, roadway and driveway design, wastewater and water supply design both private and municipal connection, erosion control and stormwater drainage permitting and design.
- Project manager-Wastewater Design: On-site wastewater design and permitting, soils evaluation. Experienced in Alternative/Innovative and Performance based on-site design at dozens of sites. Permit approvals for mounds, at-grade and in-ground systems. Municipal sewer connection design/permits.
- Project manager-Construction Certification: Site inspection, monitoring, testing and certification of commercial building and residential subdivision site construction for sewer, water supply, roadways, stormwater drainage controls and site grading.
- Project Manager- Site remediation: Responsible for oversight of site environmental remediation, investigations, regulatory compliance, monitoring and remedial design for contaminated soils and groundwater. Environmental site assessments, Oversight of underground petroleum tank removals, both residential and commercial. Site design and certification for tank installs



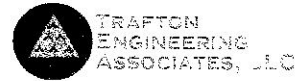
**TRAFTON M. CRANDALL, P.E.**

**2003 – 3/15/2007 Llewellyn-Howley Inc So. Burlington, Vermont  
Senior Engineer**

- Project Manager- Site remediation: Responsible for oversight of site environmental remediation, investigations, regulatory compliance, monitoring and remedial design for contaminated soils and groundwater. Performed environmental site assessments, Phase I, II and III. Oversight of underground petroleum tank removals and cleanups at 20 sites, both residential and commercial. Site design and certification for tank installs. Phase I ESA for medical products manufacturer.
- Project manager-Subdivision Development: Residential subdivision design and permitting at 18 sites in 6 counties in VT. Lot layout design, roadway and driveway design, wastewater and water supply design both private and municipal connection, erosion control and stormwater drainage permitting and design. Compliance with State and local land development regulations. Municipal waterline extension design and permitting.
- Project manager-Wastewater Design: On-site wastewater design and permitting, soils evaluation at over 40 sites in VT. Experienced in Alternative/Innovative and Performance based on-site design at dozens of sites. Permit approvals for mounds, at-grade and in-ground systems.
- Project manager-Construction Certification: Site inspection, monitoring, testing and certification of commercial building and residential subdivision site construction for sewer, water supply, roadways, stormwater drainage controls and site grading. Sites included Holiday Inn, Saab Car Dealership, multi-lot subdivisions and single on-site wastewater systems.

**2001 – 2002 Heindel & Noyes Burlington, Vermont  
Senior Engineer**

- Project Manager: Responsible for oversight of site remediation section, investigation, and remedial design. Designed 60,000 GPD sand/peat filter contaminated groundwater treatment facility for So. Burlington Landfill and completed UIC permit application. Prepared design of sewer relocation/connections for new performing arts building at the Putney School. Designed odor control biofilter for Burgess Landfill, Bennington. Performed annual IDP wastewater system inspections; Putney School and Shelburne Farms. Project manager for multiple remediation sites with AS/SVE systems for gasoline releases at petroleum UST facilities. Prepared Operating Air Permit for Vermont Veterans Home, Brattleboro. Designed biofilter to treat VOC emissions from SVE system at gasoline release site. Gave expert witness testimony at Act 250 hearing for auto body shop, as well as performing compliance inspection and calculating air emissions. Project manager for investigation and closure of chemical release at fertilizer sales facility in Swanton. Provided managerial and technical support for junior staff and field staff for numerous environmental site investigations and remedial cleanups, including UST releases and/or closures, petroleum, metals and halogenated organic compound releases.



# TRAFTON M. CRANDALL, P.E.

**1998 - 2001                      Environmental Risk Limited                      Bloomfield, CT**  
**Senior Associate**

- Project Manager: conducted: Phase I II & III environmental studies, remedial system design, UST replacement/removal, closures, and UST installation oversight. Massachusetts MCP sites; Phase I, II, III reports, IRA, RAM and RIP plans. CT Property Transfer Act sites; ECAF, LEP & DEP lead, RSRs soil/water, site verification reports. RCRA hazardous waste permit and compliance management, RCRA storage area closure, developed RCRA Corrective Action RFI plan and QAPP. Performed construction inspection on several sites, including 7 UST replacements at the Hartford Hospital. Regulatory compliance for industrial and commercial clients, hospitals and schools. Site remediation including SVE/AS and Hi-Vac pilot tests, soil excavation, system O&M.

**1993 – 1998                      Tighe & Bond, Inc.                      Westfield, MA**  
**Graduate Engineer**

- Entry-level engineer: conducted design and permit for geo-grid piggyback lined-landfill expansion, Peabody, MA. Worked in industrial services; regulatory compliance and permitting for air emissions (Title V permit), hazardous waste, stormwater, toxic release, and wastewater in federal and state programs. Performed industrial wastewater treatment feasibility studies for two clients. Prepared NPDES wastewater discharge permits. Prepared pollution prevention plans, SPCC, SWPPP and Air Emissions permits. Performed air emissions inventories and environmental compliance audits for industrial clients. Responsible for regulations database system at firm. Prepared design specifications and performed construction oversight of UST removal/replacement projects, including oversight of three LUST soil remediation projects under MA MCP program. Performed fuel oil AST replacements.

**1992 – 1993                      Cornell University                      Ithaca, NY**  
**Research Assistant/Teaching Assistant**

- Worked for Professor James Bisogni in research project on HCO2 balance in natural surface water systems. Acted as Teaching Assistant to Professor Leonard Lion.

**1976 – 1988                      Cedar Hill Dairy Farm                      Glover, VT**  
**Owner/Operator**

- Owned, managed and operated a 60-head dairy business and 200-acre farm.

**Professional Affiliations**

National Society of Professional Engineers

**Community Service**

Town of Warren Conservation Committee 2004-2006

Town of Charlotte Conservation Commission 2007 to 2012

Charlotte-Shelburne Hinesburg Rotary Club 2007 (President 2015)

Phase	Category & Task	Firm Staff  Title  Rate (\$/hr)	Watershed Consulting			LEG		Trafton Engineering	Mileage (\$0.67/mi)	Total Estimate
			A. Torizzo	K. Garvey	A. Sherman	A. Stout	S. Smith	T. Crandall		
			Principal	GIS Program Manager	Water Resources Scientist	Senior Planner	CAD / GIS Specialist	Principal, P.E.		
			\$ 190	\$ 140	\$ 115	\$ 100	\$ 75	\$ 130		
<b>Phase 1. Administration</b>										
1	<b>Task 1. Kickoff Meeting</b> 1.A. Attend Kickoff Meeting 1.B. Prepare and Distribute Meeting Minutes		1	1 0.5					56	
	Subtotal		1	1.5	0	0	0	0	\$37.52	\$438
2	<b>Task 2. Finalize and Issue Bid Documents</b>		2		3			1		
	Subtotal		2	0	3	0	0	1	\$0.00	\$855
3	<b>Task 3. Facilitate Pre-Bid Conference</b>		4						56	
	Subtotal		4	0	0	0	0	0	\$37.52	\$798
4	<b>Task 4. Bid Evaluation</b> 4.A. - Bid Opening and Evaluation 4.B. - Memorandum Preparation and Submittal		3 0.5		1					
	Subtotal		3.5	0	1	0	0	0	\$0.00	\$780
5	<b>Task 5. Prepare Contract Documents</b>		2		1					
	Subtotal		2	0	1	0	0	0	\$0.00	\$495
6	<b>Task 6. Permitting</b>				2					
	Subtotal		0	0	2	0	0	0	\$0.00	\$230
7	<b>Task 7. Facilitate Pre-Construction Conference</b> 7.A. – Project Stakeout 7.B. – Pre-Construction Conference		1 2.5		5				56 56	
	Subtotal		3.5	0	5	0	0	0	\$75.04	\$1,315
<b>Phase 2. Construction Management</b>										
1	<b>Task 1. Construction Observation, Invoice &amp; Change Order Approval, and Interim Reporting</b> 1.A. - Construction Observation and Oversight 1.B. - Change Order and Invoice Review 1.C. - Interim Report Preparation and Submittal		16 2.5 0.5		8 2			8	336	
	Subtotal		19	1	10	0	0	8	\$225.12	\$6,165
2	<b>Task 2. Final Inspection and Reporting</b> 2.A. – Site Inspection and Correction List 2.B. - As-Built Plan Preparation 2.C. - Final Construction Report		4 1 1		1 4 4	2	6	4 1	112	
	Subtotal		6	1	9	2	6	5	\$65.52	\$3,681
<b>Total Hours by Staff</b>			41	3.5	31	2	6	14	--	
<b>Total</b>			\$7,790	\$490	\$3,565	\$200	\$450	\$1,820	\$441	\$14,756

Overhead rate an average of 16% at the time of CWSP RFQ submittal.



August 8, 2024

Town of Georgia  
47 Town Common Rd N  
Georgia, VT 05478

**RE: Falls Trail South Gully – Construction Engineering Agreement**

Dear Ken,

Watershed Consulting is pleased to provide this letter of engagement to complete construction engineering services for the Falls Trail South Gully. The project scope and fee are provided in the two RFP documents, *Falls Road Trail Stormwater Improvements (Georgia): Construction Management Services and cost proposal, dated July 19, 2024.*

The proposed payment schedule is as follows. Payments requests will be made to the Town on a lump sum, percent complete basis.

Kickoff	\$438
Finalize and issue bid documents	\$855
Facilitate pre-bid	\$798
Bid evaluation	\$780
Prepare contract documents	\$495
Permitting	\$230
Pre-construction conference	\$1,315
Construction observation and reporting	\$6,165
Final inspection and reporting	\$3,680

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**Project total: \$14,756**

No additional design work is included under this scope and fee. Additional design and any other requested items not accounted for under this scope and fee can be provided to the Town for add-on fee as mutually agreed.

Watershed Consulting standard terms and conditions are attached for reference and incorporated into this agreement.

Sincerely,



Andres Torizzo  
Principal

Agreed and accepted by the Town of Georgia \_\_\_\_\_

Date:

**WATERSHED CONSULTING ASSOCIATES, LLC  
STANDARD TERMS AND CONDITIONS**

1. **DEFINITIONS.** For purposes of these Standard Terms and Conditions (the “Terms and Conditions”) and any other Documentation (as defined below):
  - a. “Client” means the person or entity that submits and/or signs the Documentation for the purchase of Services and/or Materials from Watershed and such party’s officers, employees, agents and persons identifying as acting for, and with the authority of, Client.
  - b. “Contract” means the binding agreement for the provision of the Services and Materials as set forth in the Documentation.
  - c. “Documentation” means (i) the Contract and any quotation, proposal, scope of services, or sales/purchase order for the Services and/or Materials; (ii) these Terms and Conditions; and/or (iii) any other documentation containing the specifications of the Services and/or the Materials and other incorporated provisions governing the provision of the Services and/or the Materials.
  - d. “Materials” means the materials that Watershed is to provide to Client in accordance with the Documentation.
  - e. “Services” means the services that Watershed is to provide to Client in accordance with the Documentation.
  - f. “Watershed” means Watershed Consulting Associates, LLC and its successors or assigns.
2. **APPLICABILITY.** By receipt of these Terms and Conditions, Client agrees that the terms and conditions set forth herein shall be applicable to all Documentation covering the provision of Services and Materials to Client and any affiliated entities of Client and shall supersede all printed terms and conditions set forth in any Documentation or other services order confirmation used by Client. Watershed hereby objects to any terms and conditions appearing in Client’s services order confirmation that modify (materially or otherwise), contradict, or are in addition to the terms and conditions appearing herein. Client recognizes and acknowledges that Watershed’s acceptance of the Documentation is expressly limited to the terms contained herein, unless otherwise specifically agreed to by Watershed in a signed writing and Client agrees that any terms, conditions or provisions in any printed matter supplied by Client which are inconsistent with any terms contained herein, including any statement that purports to reject additional or varying terms of the Documentation, or which limit acceptance to the terms contained in any Client’s order confirmation are null and void and of no force and effect.
3. **PAYMENT TERMS.** Payment for Services and Materials provided under the Contract shall be made in U.S. dollars at the prices and time stipulated therein. All payment terms are subject to credit approval by Watershed. Client shall be liable for interest on late payments at the rate of one and one-half percent (1.5%) per month (or at the highest rate allowed by law in the event that such amount exceeds the amount allowed by law) on any unpaid balance. Payment of the interest does not release Client from its obligation to make payments on the agreed dates or from any obligation to pay damages which might exceed the interest due. Payments shall be made by Client in accordance with the terms set forth in the Contract, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like, unless otherwise agreed by Watershed in writing.
4. **CLIENT’S FINANCIAL STATUS.** If before completion of performance of the Contract by Watershed, Client becomes bankrupt, insolvent, or makes an assignment for the benefit of creditors, Watershed may, at its option, terminate the Contract by giving to Client a written notice of termination and Watershed shall thereupon be relieved of any further obligations to Client. Client shall reimburse Watershed for its time, labor, material, and overhead costs and a reasonable allowance for profit for the work terminated. Client hereby represents to Watershed that Client is not insolvent.
5. **DELAYS / FORCE MAJEURE.** Watershed shall endeavor to meet Client’s request for delivery dates and schedule dates as shown on the Contract; however, any requested date is only approximate and Watershed shall incur no liability whatsoever for any default or delay caused by any condition beyond Watershed’s control, including, but not limited to, weather, acts of God, pandemic, epidemic, strikes, walkouts, boycotts or other labor trouble, war, riot, fire, flood, any statute, regulation, rule ordinance or order of any governmental agency, or delays by Watershed’s subcontractors or suppliers in furnishing materials, labor or supplies. During any period in which materials or labor required are limited, whether caused by the circumstances described above or otherwise, Watershed may allocate any available materials and/or labor amongst its customers on such basis as Watershed deems fair and reasonable in its discretion.
6. **TECHNICAL DATA.** All of Watershed’s technical data as furnished by Watershed to Client is the property of Watershed. Watershed retains all patent, trade secret, copyright, and other proprietary rights, including exclusive rights as to use and/or manufacture and/or sale. Technical data is to be reviewed only by authorized personnel of Client. Watershed does not convey any permission to show, reproduce or manufacture materials shown on any such technical data sources. If requested by Watershed, Client shall execute and deliver a confidentiality agreement to Watershed in form and substance satisfactory to both Client and Watershed. The absence of such confidentiality agreement, however, shall in no way relieve Client of its, and its agents and representatives’, obligations hereunder to hold the information specified herein in strict confidence.
7. **CHANGES IN WORK.** Watershed will proceed with changes in work upon Watershed’s written acceptance of a written change order from Client specifying the requested change and containing an agreed upon price and delivery schedule adjustment. Watershed’s election to proceed without such prior written change order in any instance shall not be deemed a waiver of Watershed’s right to receive price and schedule adjustments or to insist upon prior written orders for any subsequent changes in work.
8. **WARRANTY.** Watershed represents and warrants to Client that it will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Any claim under this warranty must be report by Client to Watershed in writing within 30 days following the performance of the Service giving rise to the claim. Client’s sole and exclusive remedy and the entire liability of Watershed under this limited warranty will be, at Watershed’s option, either reperformance of the applicable Service or refund to Client of all pre-paid, unused fees for the Services giving rise to the claim.
9. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 8, ALL SERVICES AND MATERIALS ARE PROVIDED “AS IS” AND WATERSHED HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND WATERSHED SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
10. **LIMITATION ON LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, THE DOCUMENTATION OR THE CONTRACT, WATERSHED IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COST OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION OR DATA, LOSS OR DAMAGE

PROPERTY OR EQUIPMENT, CLAIMS ARISING FROM CLIENT'S THIRD PARTY CONTRACTS, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE. WATERSHED'S MAXIMUM LIABILITY UNDER THESE TERMS AND CONDITIONS, THE DOCUMENTATION AND THE CONTRACT IS THE ACTUAL PRICE ALLOCABLE IN THE CONTRACT TO ANY MATERIALS OR SERVICES ALLEGED TO BE THE CAUSE OF ANY LOSS OR DAMAGE. THE LIMITATIONS OF LIABILITY IN THESE TERMS AND CONDITIONS REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES. CLIENT AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 10 PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THESE TERMS AND CONDITIONS, THE DOCUMENTATION AND THE CONTRACT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS ARE EFFECTIVE EVEN IF WATERSHED HAS BEEN ADVISED BY CLIENT OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS SECTION 10 EXTEND TO WATERSHED'S AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS AND SUCCESSORS AND ASSIGNS.

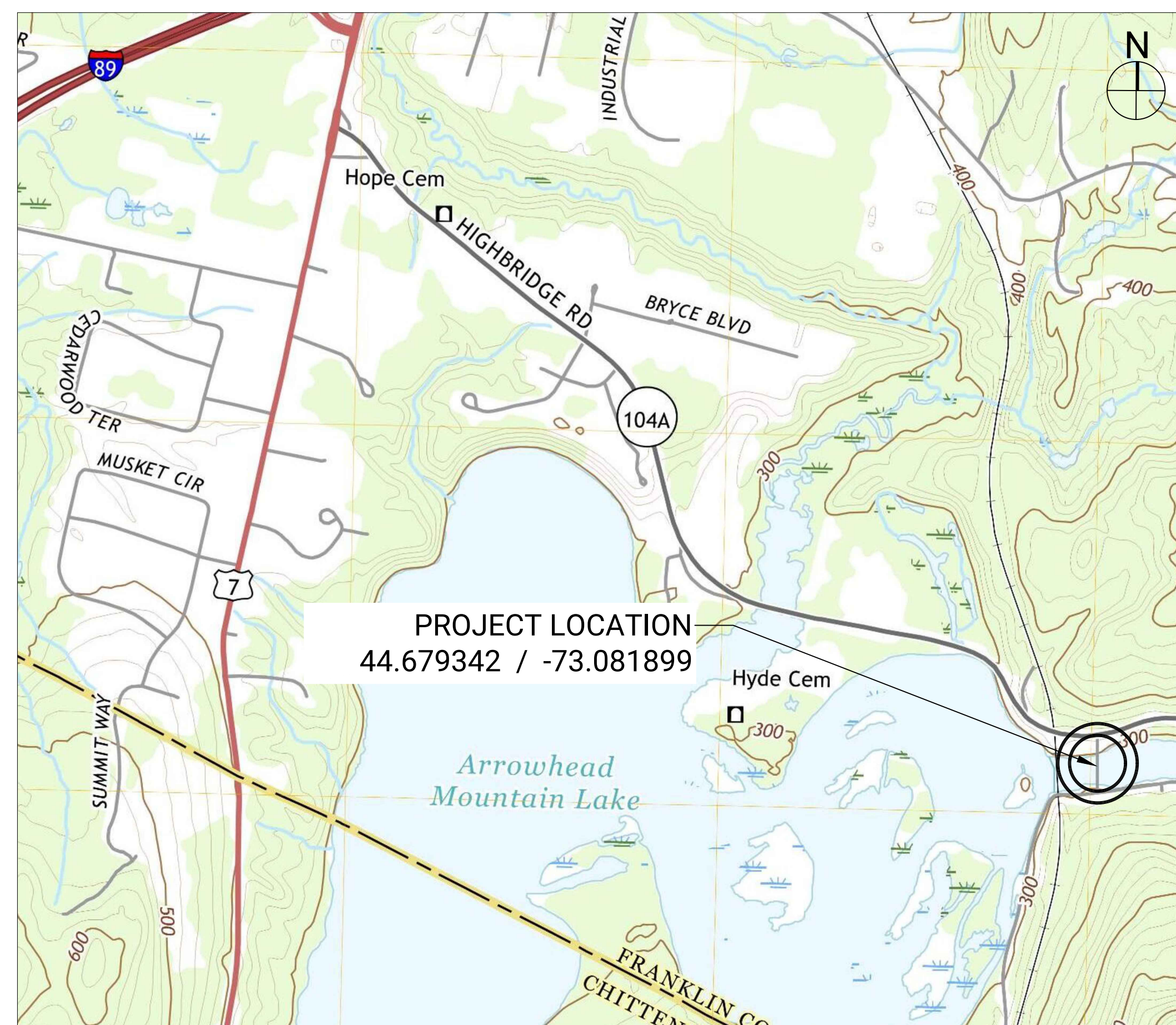
- 11. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the Services and the Materials.
- 12. **DISPUTE RESOLUTION.** The parties agree that if any dispute under the Documentation develops between the parties, other than over Watershed's right to payment thereunder, the parties' respective management teams will first work together to resolve the dispute. If, after a period thirty (30) days, the parties are unable to resolve such dispute, the parties may exercise all other rights and remedies at a law and in equity.
- 13. **CANCELLATION.** Client may not cancel or terminate any Contract unless otherwise specifically provided for in the Contract. In the event Watershed receives a timely cancellation notice in accordance with terms set forth in the Contract, in addition to any other applicable provisions in the Contract, Client shall pay a cancellation charge equal to Watershed's billable time for labor, material, and overhead costs to the date of receipt of Client's written cancellation notice, plus Client's profit that would have been earned absent any such cancellation. Any other cancellation by Client shall constitute a breach of contract and default hereunder.
- 14. **LIMITATIONS PERIOD.** No legal action, regardless of form, arising out of the Contract shall be brought more than one (1) year after the occurrence of the event giving rise to such cause of action.
- 15. **APPLICABLE LAWS.** These Terms and Conditions, and any agreement resulting from the same, shall be governed by and construed in accordance with the laws of the State of Vermont without regard to the conflicts of laws rules thereof. The UN Convention on Contracts for The International Sale of Goods shall not apply to this Agreement. Buyer agrees to waive its rights to a trial by jury in any dispute under this Agreement. The parties hereby submit to the jurisdiction of any Vermont state or federal court sitting in Chittenden County, Vermont over any action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Vermont state or federal court.
- 16. **SEVERABILITY.** If any provision of these Terms and Conditions and/or any Documentation is found to be illegal or unenforceable, the remaining provisions shall remain in full force and effect.
- 17. **WAIVER.** Failure by either party to require compliance with any provision of these Terms and Conditions or any other Documentation shall not constitute a waiver of the right to later enforce in full that or any other portion of these Terms and Conditions.
- 18. **ASSIGNMENT.** No obligation or right of Client under the Documentation may be assigned without Watershed's prior written consent. Watershed may subcontract with others to provide the Services required by Watershed and/or may assign its rights and duties under the Documentation without Client's consent to one or more of its subsidiaries, to any lender in a financing transaction and to any person or entity which purchased Watershed's business or into which Watershed is consolidated.
- 19. **CONFIDENTIAL INFORMATION.** Client shall not, during the period covered by these Terms and Conditions or at any time thereafter, use for Client's own purposes, or disclose to or for the benefit of any third party, any trade secret or other confidential information as provided to Client by Watershed or which Client becomes aware (except as may be required by law). Further, Client shall not disclose the terms of these Terms and Conditions, the Documentation or the Contract to any third party.
- 20. **NOTICE.** All notices required to be provided for shall be made in writing and hand delivered or sent by first class mail to the address provided by Client or to Client's address contained in any inquiry forwarded by Client to Watershed. All notices required to be provided to Watershed shall be sent by certified mail, addressed to Watershed at 208 Flynn Ave #2h, Burlington, Vermont 054011, or to such other address which Watershed may hereafter specify to Client in writing. All notices between Client and Watershed shall be deemed to have been given when (i) received or three (3) days after deposit in the mail as specified above, whichever is earlier; or (ii) delivered, if hand delivered.
- 21. **COMPLETE AGREEMENT; AMENDMENT.** The terms and conditions stated under the Documentation constitute the full and final expression of the parties' agreement. No statements or agreements, oral or written, made prior to the date hereof shall vary or modify these written terms and no modification, amendment, waiver or release of any provision shall be effective unless in writing, signed by both parties, with a specific statement that it is intended as an amendment to a specified agreement or contract.
- 22. **ATTORNEYS FEES.** If Watershed incurs any expenses, including reasonable attorney's fees, to enforce the terms and conditions of these Terms and Conditions, the Contract and/or any Documentation, Watershed shall be entitled to recover said expenses from Client.
- 23. **NO THIRD PARTY BENEFICIARY.** These Terms and Conditions are between Watershed and Client only. There are no third party beneficiaries of any of the terms or conditions hereunder, and all Services provided hereunder are performed solely for the benefit of Client.
- 24. **ELECTRONIC SIGNATURE.** The use of an electronic signature in accordance with applicable law is a permissible substitute for a hand written signature.

# ARROW HEAD LAKE ROAD BRIDGE 10 REPAIRS

HIGHWAY SUPERVISOR  
TODD CADIEUX

TOWN ADMINISTRATOR  
CHERYL LETOURNEAU

SELECTBOARD  
CARL ROSENQUIST, CHAIR  
BRIAN DUNSMORE  
PAUL JANSEN  
KRISTINA SENNA  
DEVON THOMAS

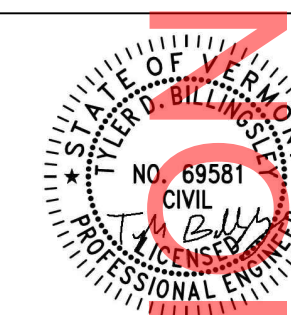


Sheet List Table	
Sheet	Sheet Title
G-1.0	TITLE PAGE
C-1.0	SITE PLAN
C-2.0	DETAILS AND SECTIONS
SD-516.11A	VTRANS STRUCTURAL DETAILS
SD-516.11B	VTRANS STRUCTURAL DETAILS

## TOWN OF GEORGIA, VERMONT JULY 2024

**EAST ENGINEERING**  
CIVIL INFRASTRUCTURE

(802) 989-6686  
WWW.EASTENGINEERINGPLC.COM



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OWNER:  
TOWN OF  
GEORGIA

47 TOWN COMMON ROAD NO  
ST. ALBANS VT 05478

802-524-3524

PROJECT:  
BRIDGE 10  
REPAIRS

ISSUED FOR:  
BID & CONSTRUCTION

ISSUED DATE:  
2024-07-23

PROJ. #: 080-04

REVISIONS

#	BY:	DATE:

TITLE SHEET

DRAWING NO:

G-1.0

DRAFT - NOT FOR CONSTRUCTION

### GENERAL NOTES

1. TO CLARIFY THE PLANS, ALL EXISTING SITE FEATURES ARE SHOWN IN lowercase LETTERS AND ALL PROPOSED IMPROVEMENTS ARE SHOWN IN CAPITAL LETTERS.
2. THIS PLAN SHOWS APPROXIMATE SITE FEATURES, UTILITIES, TAX MAP BOUNDARY LINES, BUILDINGS, AND OTHER SITE FEATURES BASED ON INFORMATION FROM THE VERMONT GEODATA PORTAL, OWNER, AND UTILITY COMPANIES. THIS IS NOT A BOUNDARY SURVEY.
3. TECHNICAL SPECIFICATIONS ACCOMPANY THE PLANS AND ARE ESSENTIAL FOR CONSTRUCTION. UNLESS OTHERWISE NOTED, THE VERMONT AGENCY OF TRANSPORTATION (VTRANS) 2024 STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL BE FOLLOWED. CONTRACTOR FIELD PERSONNEL SHALL HAVE THE PLANS, SPECIFICATIONS, AND BID DOCUMENTS IN THE FIELD DURING CONSTRUCTION.

### CONSTRUCTION NOTES

1. ALL SITE SAFETY, SECURITY, MEANS AND METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR. ALL OSHA/VOSHA RULES AND REGULATIONS SHALL BE ADHERED TO AT ALL TIMES. AT THE END OF EACH WORKING DAY, CONTRACTOR SHALL SECURE ALL EQUIPMENT, MATERIALS, AND FACILITIES. ALL OPEN EXCAVATIONS SHALL BE BARRICADED, FENCED, PLATED, COVERED OR TEMPORARILY BACKFILLED.
2. ALL APPLICABLE PERMITTING CONDITIONS AND REGULATIONS SHALL BE MAINTAINED BY THE CONTRACTOR.
3. NO WORK OUTSIDE OF THE TOWN RIGHT-OF-WAY, OR TOWN OBTAINED EASEMENTS, UNLESS WRITTEN PERMISSION FROM THE LANDOWNER IS OBTAINED.
4. TRAFFIC SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ONE LANE DURING WORKING HOURS, TWO LANES RESTORED AT THE END OF EACH DAY.
5. ALL DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS OR BETTER.

### EROSION PREVENTION & SEDIMENT CONTROL NOTES (EPSC)

1. THE PROJECT IS NOT REQUIRED TO OBTAIN COVERAGE UNDER THE STATE OF VERMONT, AGENCY OF NATURAL RESOURCES, DEPARTMENT OF ENVIRONMENTAL CONSERVATION, CONSTRUCTION GENERAL PERMIT (3-902) FOR STORMWATER GENERATED FROM THE PROJECT. HOWEVER, BEST MANAGEMENT PRACTICES FOR EROSION PREVENTION AND SEDIMENT CONTROL SHALL BE MAINTAINED REGARDLESS.
2. DISTURBED AREAS NOT UNDER ACTIVE CONSTRUCTION SHALL BE STABILIZED WITHIN 7 DAYS.
3. IF TURBID WATER IS FOUND TO BE LEAVING THE PROJECT AREA, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL EROSION PREVENTION AND SEDIMENT CONTROL DEVICES TO LIMIT THE DISCHARGE. DISCHARGES SHALL BE REPORTED TO THE ENGINEER WITHIN 24 HOURS.
4. EPSC MEASURES SHALL BE REMOVED FROM THE PROJECT ONCE ALL AREAS ARE STABILIZED AND GREEN AREAS HAVE OBTAINED 75% VEGETATED COVER.
5. BYPASS PUMPING AND DEWATERING SHALL BE DISCHARGED TO UPLAND AREAS INTO AN APPROVED EROSION PREVENTION DEVICE, UNLESS WATER IS CLEAR AND FREE OF TURBIDITY.
6. SLOPES STEEPER THAN 2:1 SHALL HAVE STONE ARMORING. SLOPES BETWEEN 2:1 AND 3:1 SHALL HAVE ROLLED EROSION MATTING. SLOPES LESS THAN 3:1 SHALL HAVE SEED AND MULCH.

#### EXISTING LEGEND :

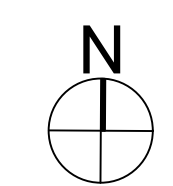
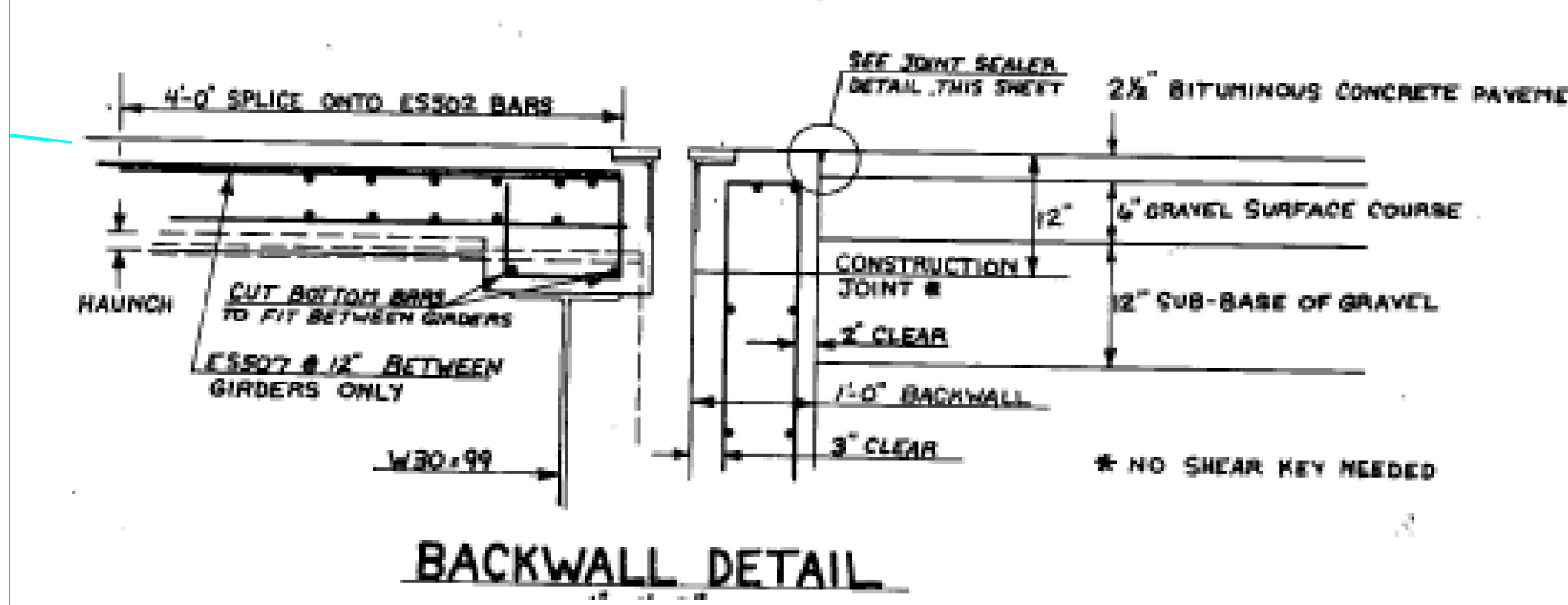
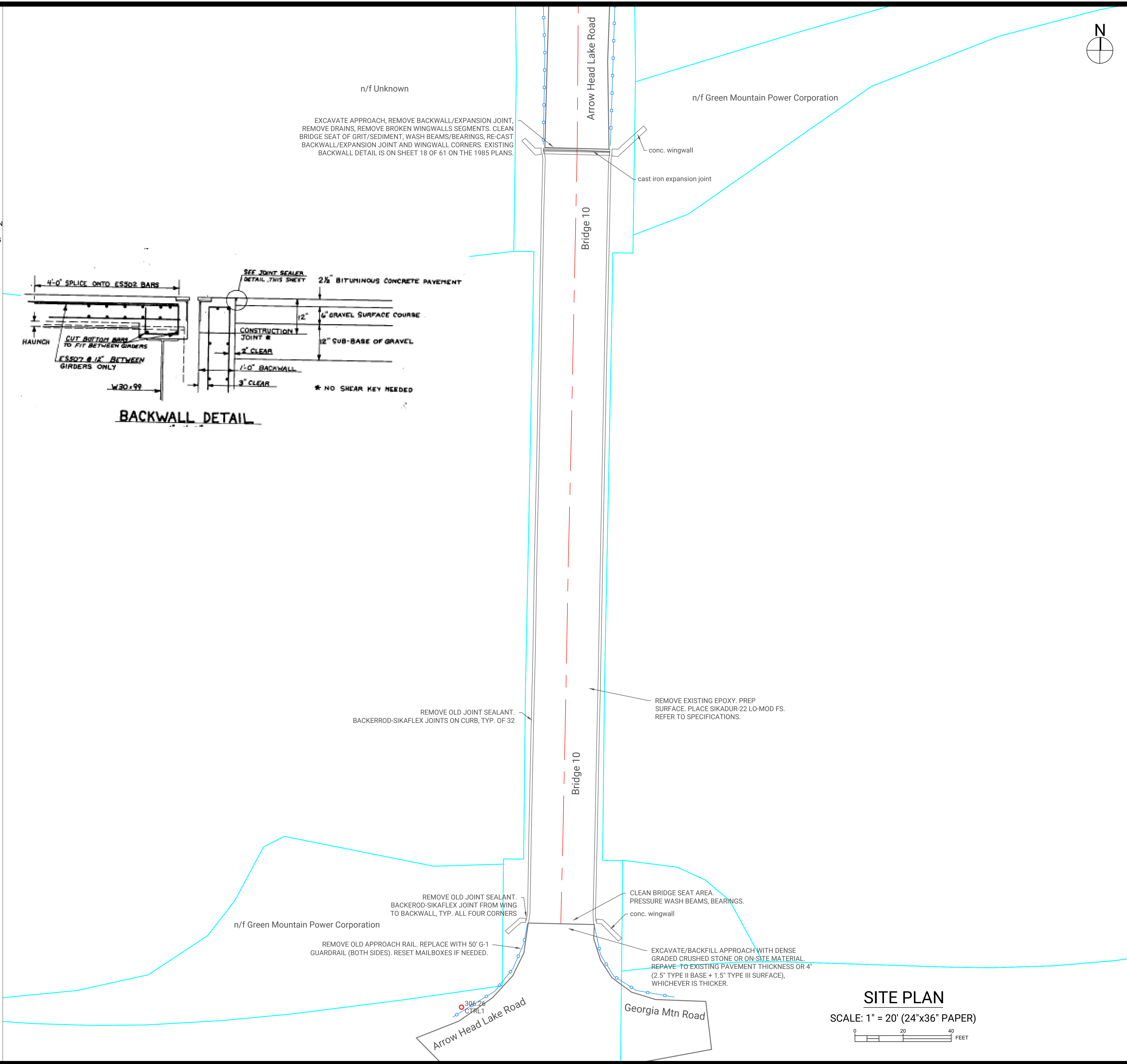
- tel underground telecom
- ohw overhead wires
- w water
- ww sewer
- gas gas
- utility pole
- fence/guardrail
- wetland area
- trees/vegetation
- road right-of-way / tax map
- elevation contour
- edge of water
- ACOE ohw
- easement

#### PROPOSED LEGEND :

- DETOUR
- PROPOSED CONTOUR
- STONE ARMORING
- CONCRETE
- CULVERT/BRIDGE
- SIGN/TYPE
- SPOT ELEVATION
- ACOE INCIDENTAL IMPACT
- ACOE TEMPORARY IMPACT
- ACOE PERMANENT IMPACT

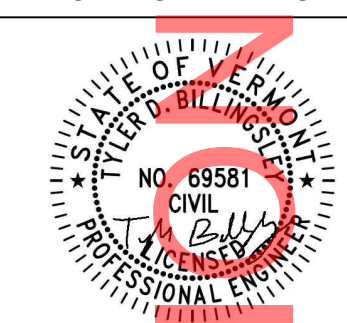
#### ABBREVIATIONS:

- HDPE HIGH DENSITY POLYETHYLENE
- CONC CONCRETE
- DI DUCTILE IRON
- PVC POLYVINYL CHLORIDE
- CMP CORRUGATED METAL PIPE
- VTRANS VERMONT AGENCY OF TRANSPORTATION
- MUTCD MANUAL ON UN. TRAFFIC CONTROL DEVICES
- TYP TYPICAL
- TEMP TEMPORARY
- MIN MINIMUM
- MAX MAXIMUM
- TBR TO BE REMOVED
- TBA TO BE ABANDONED
- APPROX APPROXIMATE
- EL ELEVATION
- ROW RIGHT-OF-WAY
- CTRL CONTROL POINT
- NTS NOT TO SCALE
- N/F NOW OR FORMERLY



**EAST ENGINEERING**  
CIVIL INFRASTRUCTURE

(802) 989-6686  
WWW.EASTENGINEERINGPLC.COM



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**OWNER:**  
**TOWN OF GEORGIA**  
47 TOWN COMMON ROAD NO  
ST. ALBANS VT 05478

802-524-3524

**PROJECT:**  
**BRIDGE 10 REPAIRS**

**ISSUED FOR:**  
**BID & CONSTRUCTION**

**ISSUED DATE:**  
2024-07-23

**PROJ. #: 080-04**

#### REVISIONS

#	BY:	DATE:

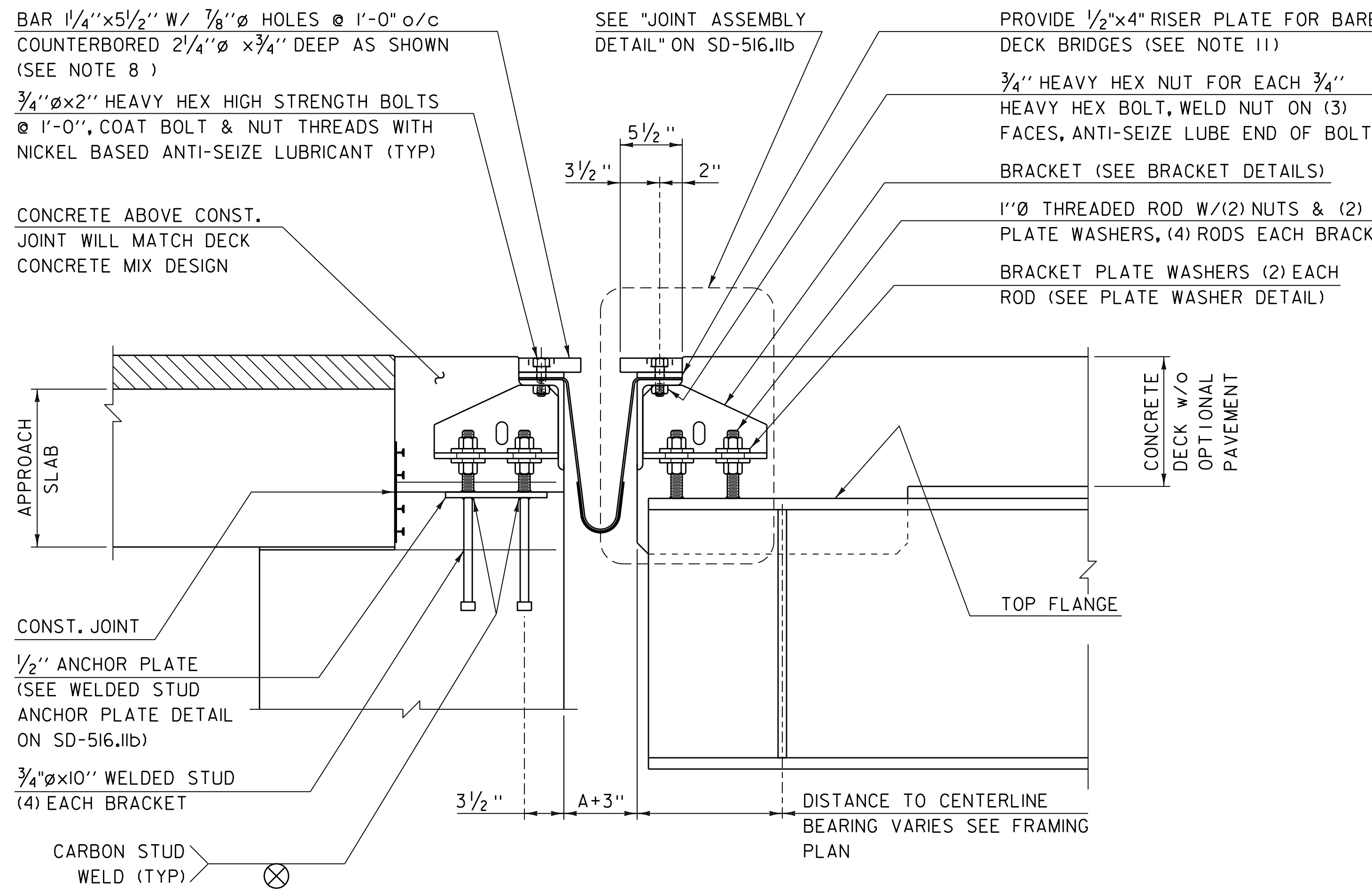
**SITE PLAN**

**DRAWING NO:**

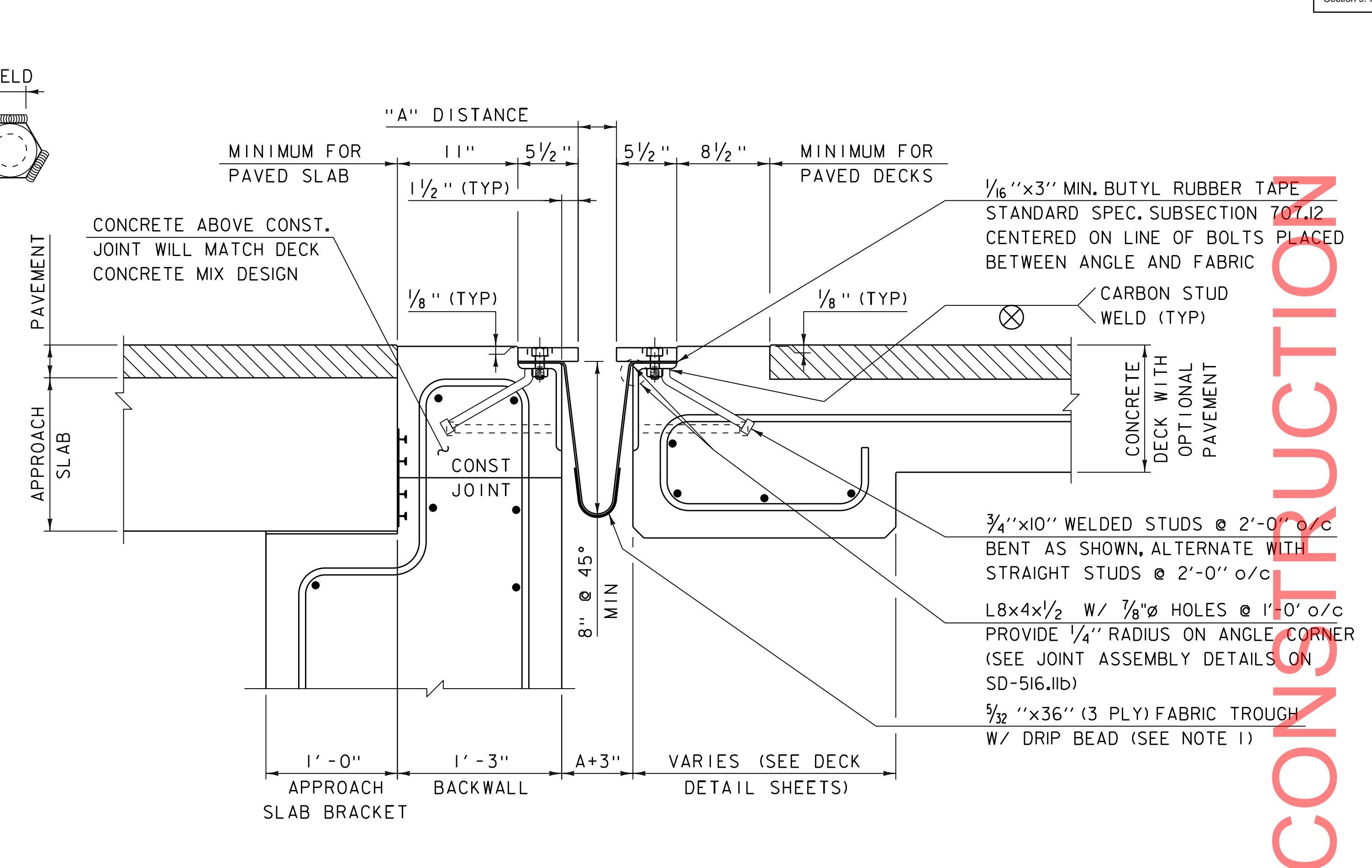
**C-1.0**

**SITE PLAN**  
SCALE: 1" = 20' (24"x36" PAPER)

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TYPICAL SECTION AT GIRDERS  
SCALE 1/2" = 1'-0"

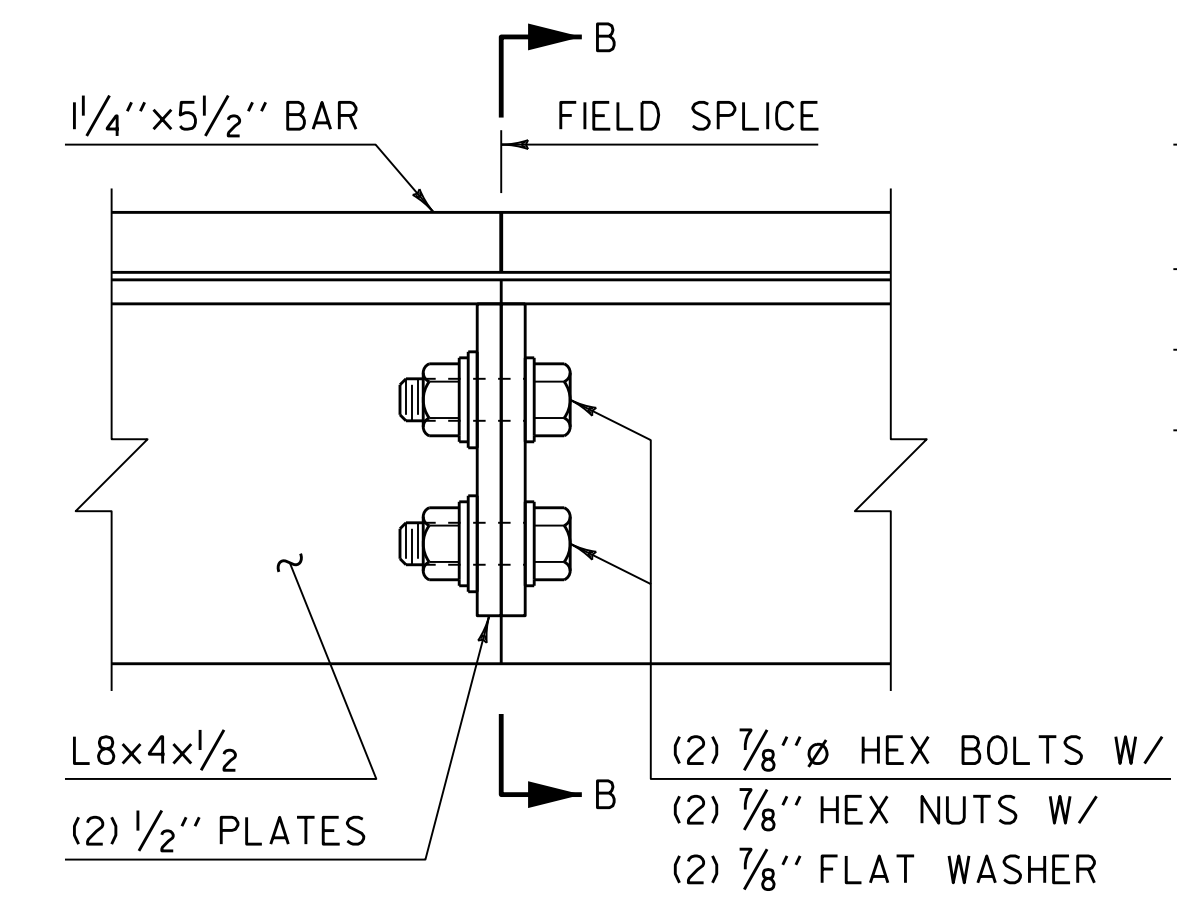


TYPICAL SECTION BETWEEN GIRDERS  
SCALE 1/2" = 1'-0"

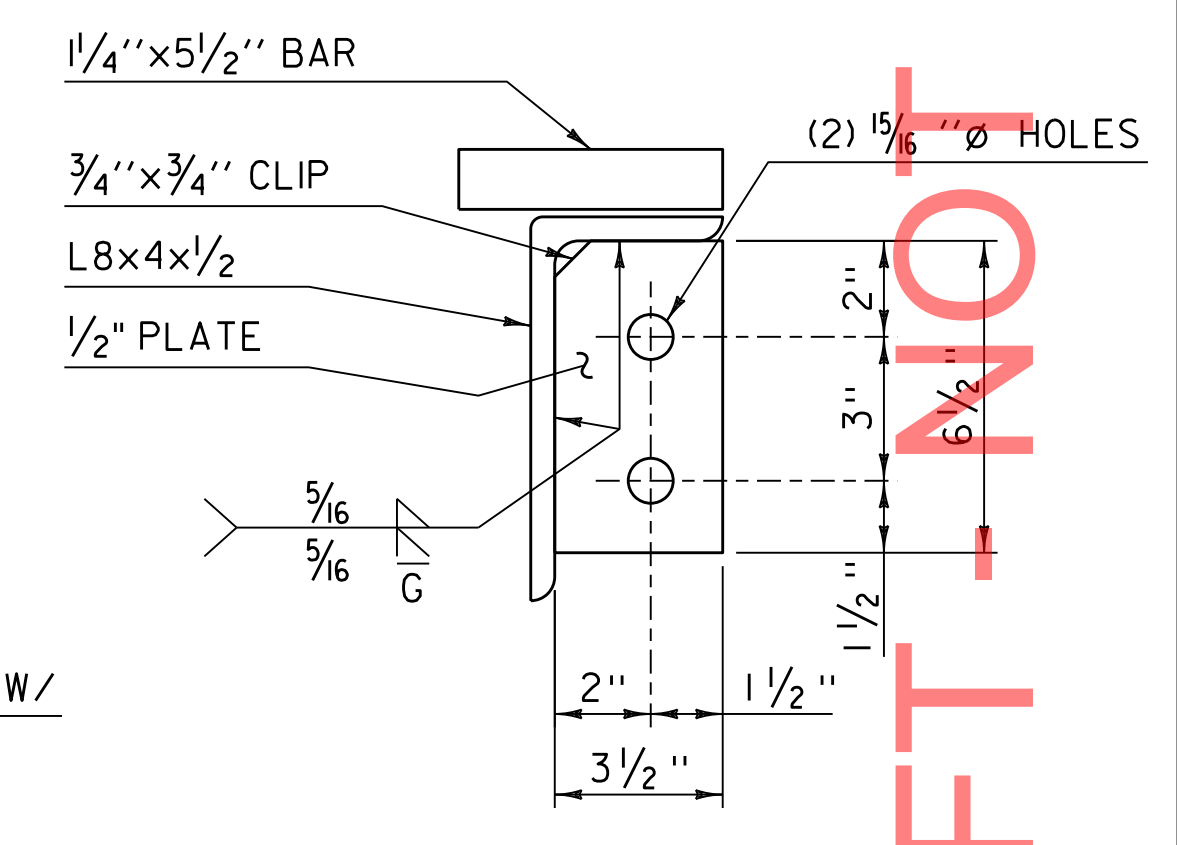
NOTES FOR ITEM 516.11 "BRIDGE EXPANSION JOINT, VERMONT"

- FABRIC TROUGH SHALL BE THOROUGHLY CLEANED AND FLUSHED AFTER PAVING OPERATION. A DRIP BEAD OF 1/4"x7" STRIP OF PREFORMED FABRIC MATERIAL SHALL BE CEMENTED TO THE BOTTOM OF THE FABRIC TROUGH USING AN ADHESIVE APPROVED BY THE MANUFACTURER. THE DRIP BEAD SHALL BE APPLIED 1" FROM THE DOWNSPOUT END OF THE TROUGH. PREFORMED FABRIC MATERIAL SHALL BE CONTINUOUS FOR THE FULL LENGTH OF THE JOINT.
- THE EXPANSION DEVICE SHALL BE COVERED TO PROTECT THE FINISH DURING PLACING OF BRIDGE DECK CONCRETE.
- SEE "JOINT GAP DIMENSION TABLE" FOR DISTANCE "A" VALUES IN TEMPERATURE RANGE PROVIDED.
- JOINT BRACKET LENGTH "X" VARIES DEPENDENT ON THE BRIDGE SKEW ANGLE. THE BRACKET MUST BE LOCATED SUCH THAT THE THREADED RODS ARE NOT LESS THAN 1 1/2" FROM GIRDERS END OR FLANGE SIDES.
- ALL STEEL COMPONENTS SHALL BE GALVANIZED AND MEET THE REQUIREMENTS OF SUBSECTION 516.02. PRIOR TO GALVANIZING, ALL CORNERS AND EDGES OF STEEL PLATES, SHAPES, ETC., SHALL BE GROUND TO A MINIMUM 1/16" INCH RADIUS. THREADED RODS SHALL CONFORM TO THE REQUIREMENTS OF 714.04.

- THE 4"x8"x1/2" ANGLES MAY BE FURNISHED AS ONE CONTINUOUS PIECE OR SPLICED AS SHOWN IN THE FIELD SPLICE DETAIL WHEN SPECIFIED. THE 1/4"x5 1/2" BARS EACH SIDE OF THE JOINT SHALL BE PROVIDED IN TWO EQUAL LENGTHS.
- PROJECTING THREADS OF THE 3/4" Ø/BOLTS IN THE JOINT SHALL BE GREASED BY THE CONTRACTOR PRIOR TO PLACING ADJACENT CONCRETE. THIS WILL FACILITATE BOLT REMOVAL IF REQUIRED IN THE FUTURE.
- FILL COUNTERBORED HOLES WITH HOT POURED JOINT SEALER (STD. SPEC. 707.04) AFTER BOLT INSTALLATION. PAYMENT FOR THE WORK SHALL BE INCIDENTAL TO ITEM 516.11 "BRIDGE EXPANSION JOINT, VERMONT".
- THE EXPANSION JOINT, INCLUDING THE FABRIC TROUGH, SHALL BE SHOP ASSEMBLED AND SHIPPED AS ONE UNIT. IF THE EXPANSION JOINT HAS A FIELD SPLICE SPECIFIED, THE FABRIC TROUGH SHALL BE SHIPPED WITH ONE UNIT AND ASSEMBLED WITH THE SECOND UNIT PRIOR TO CONCRETE PLACEMENT.
- TEMPORARY SHIPPING ATTACHMENTS SHALL BE ATTACHED BY BOLTING; WELDING WILL NOT BE PERMITTED.
- BARE DECK "RISER PLATE" AS SHOWN IN "TYPICAL SECTION AT GIRDERS" DRAWING SHALL BE INCLUDED ON BRIDGES WITH BARE CONCRETE DECK SPECIFIED. RISER PLATES SHALL BE INCLUDED FOR BOTH SIDES AND MATCH THE LENGTHS OF THE 1/4"x5 1/2" BARS. THE RISER PLATE CAN BE REMOVED IF THE DECK IS MILLED IN THE FUTURE.



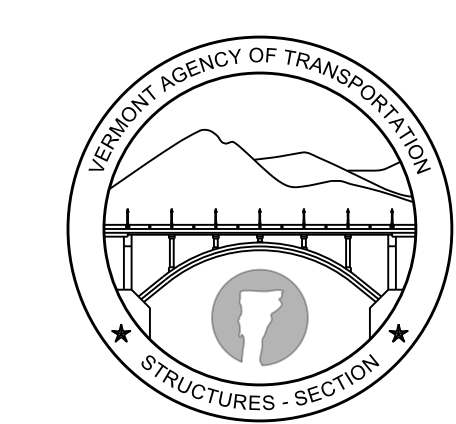
FIELD SPLICE DETAIL  
SPLICE ONLY WHEN SPECIFIED ON PLANS.



SECTION "B-B"

REVISIONS	
FEBRUARY 24, 2011	APPROVED FOR USE BY VAOT STRUCTURES SECTION
MARCH 23, 2023	UPDATED MATERIALS AND WELDING REQUIREMENTS

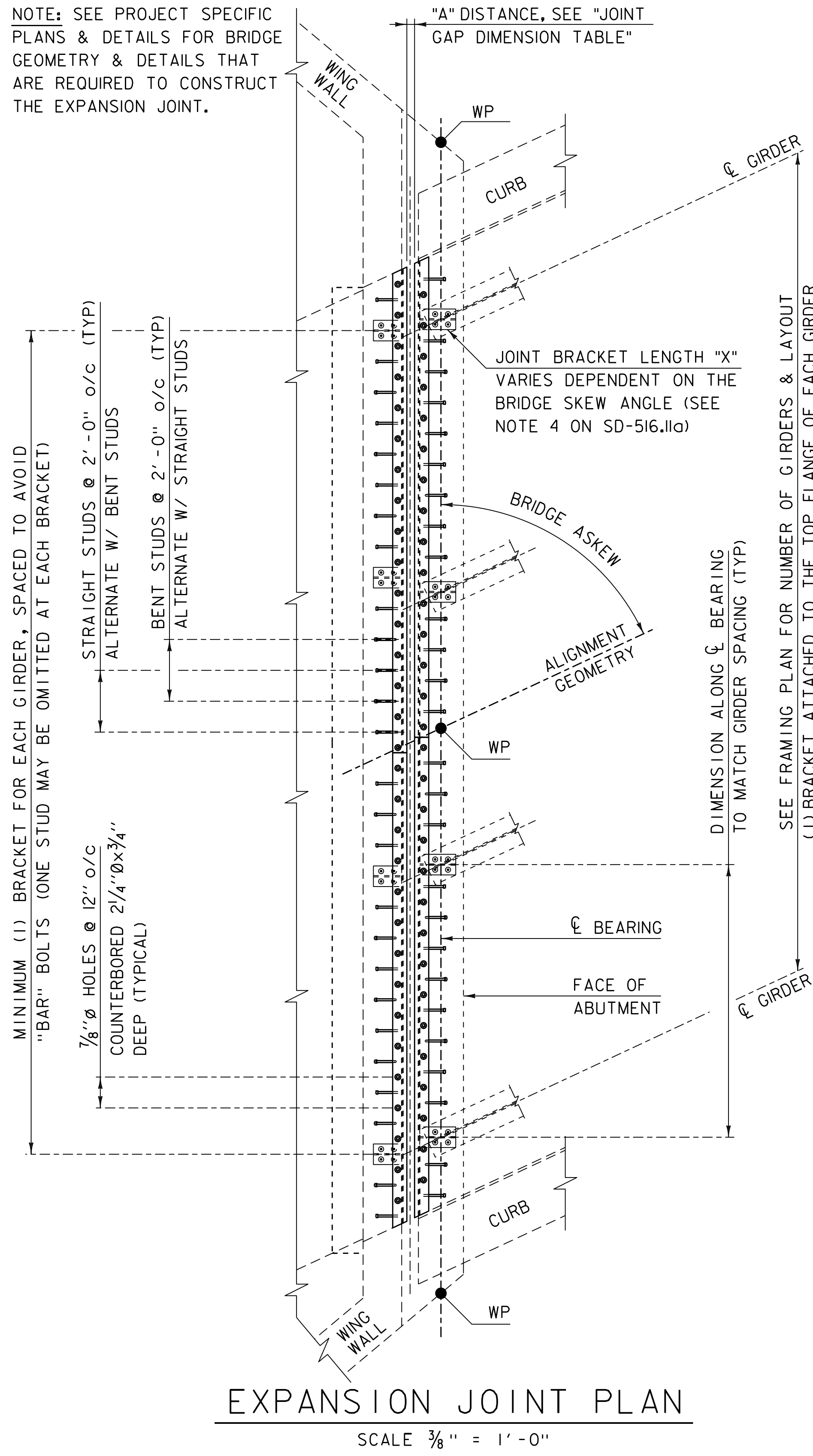
# BRIDGE EXPANSION JOINT, VERMONT



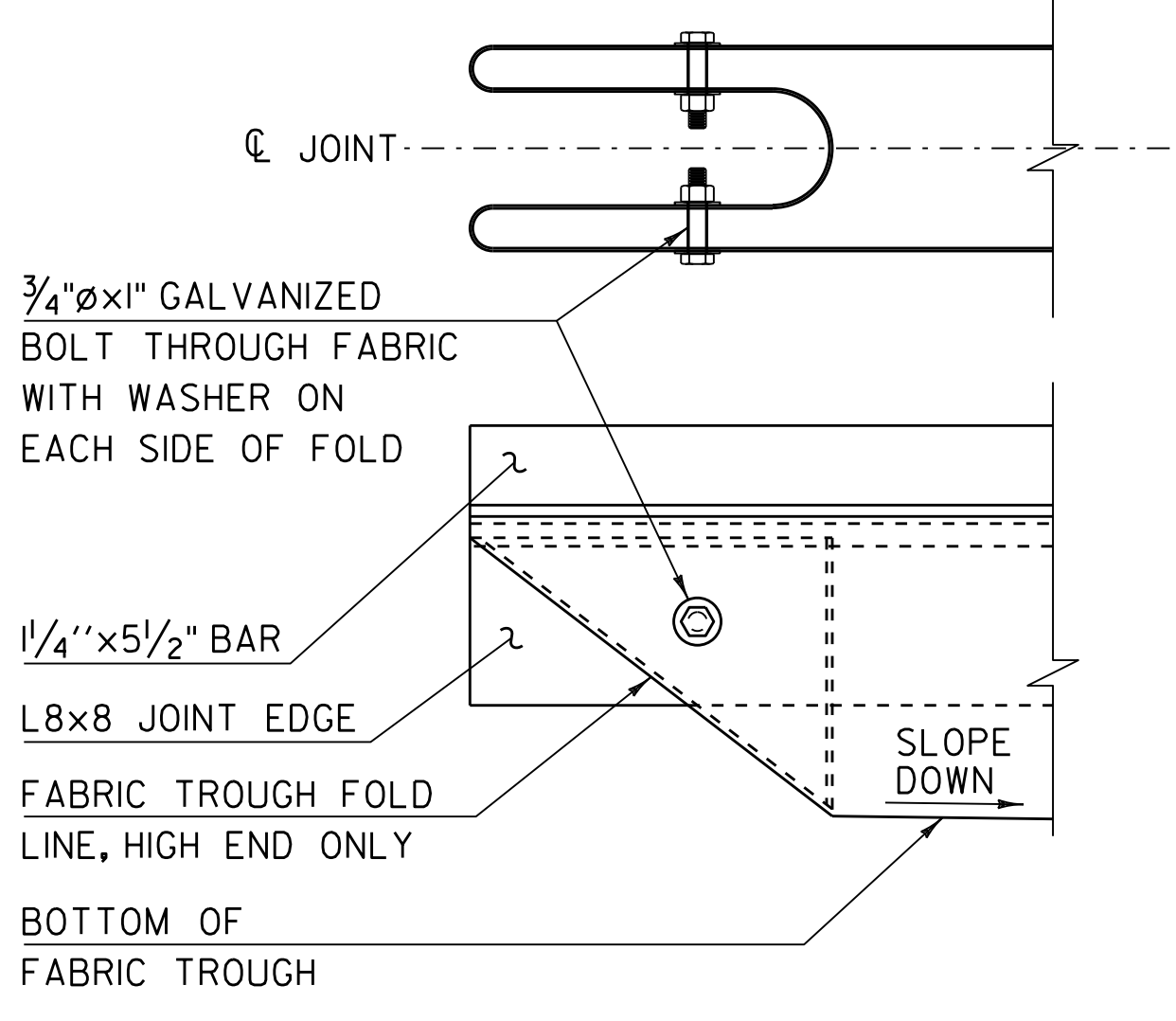
# STRUCTURES DETAIL SD-516.11a

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NOTE: SEE PROJECT SPECIFIC PLANS & DETAILS FOR BRIDGE GEOMETRY & DETAILS THAT ARE REQUIRED TO CONSTRUCT THE EXPANSION JOINT.



EXPANSION JOINT PLAN  
SCALE 3/8" = 1'-0"



FOLDED TROUGH END DETAIL  
SCALE 1/2" = 1'-0"

1. TROUGH SHALL BE FOLDED AT HIGH ENDS. TROUGH SHALL SLOPE AT MIN 2% DOWN TOWARD THE NEAREST DRAINAGE SPOUT HOPPER LOCATION.
2. BOLTS, NUTS AND WASHERS FOR FOLD SHALL MEET REQUIREMENTS OF SUBSECTION 714.04 AND SHALL BE GALVANIZED.

JOINT GAP DIMENSION TABLE					
"A" Distance (in)					
Temp (°F)	Expansion Length (ft)				
	100 - 120	>120 - 140	>140 - 160	>160 - 180	>180 - 200
0	1 5/8	1 13/16	1 7/8	1 15/16	2 1/8
15	1 1/2	1 5/8	1 11/16	1 3/4	1 7/8
30	1 5/16	1 1/2	1 1/2	1 1/2	1 5/8
45	1 3/16	1 5/16	1 5/16	1 5/16	1 7/16
60	1 1/16	1 1/8	1 1/8	1 1/16	1 3/16
75	15/16	1	15/16	7/8	15/16
90	3/4	13/16	3/4	11/16	11/16
105	5/8	11/16	9/16	7/16	1/2

- 1) Expansion Length: Length of span, from Expansion Joint to nearest Fixed Bearing.
- 2) "A" Distance: measured distance during joint placement.
- 3) Temp: Approximate temperature of steel during joint placement.

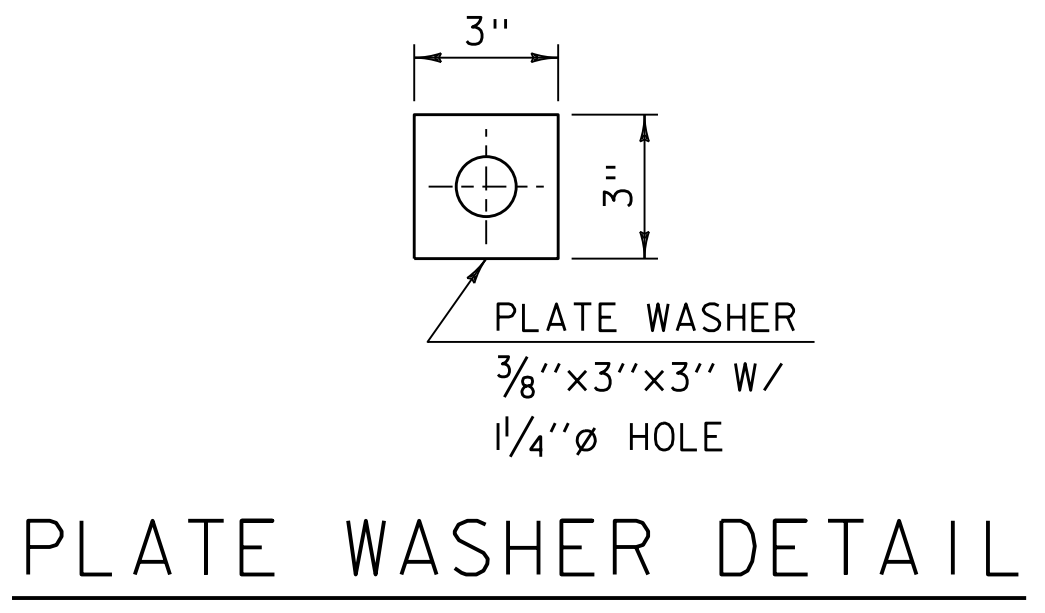
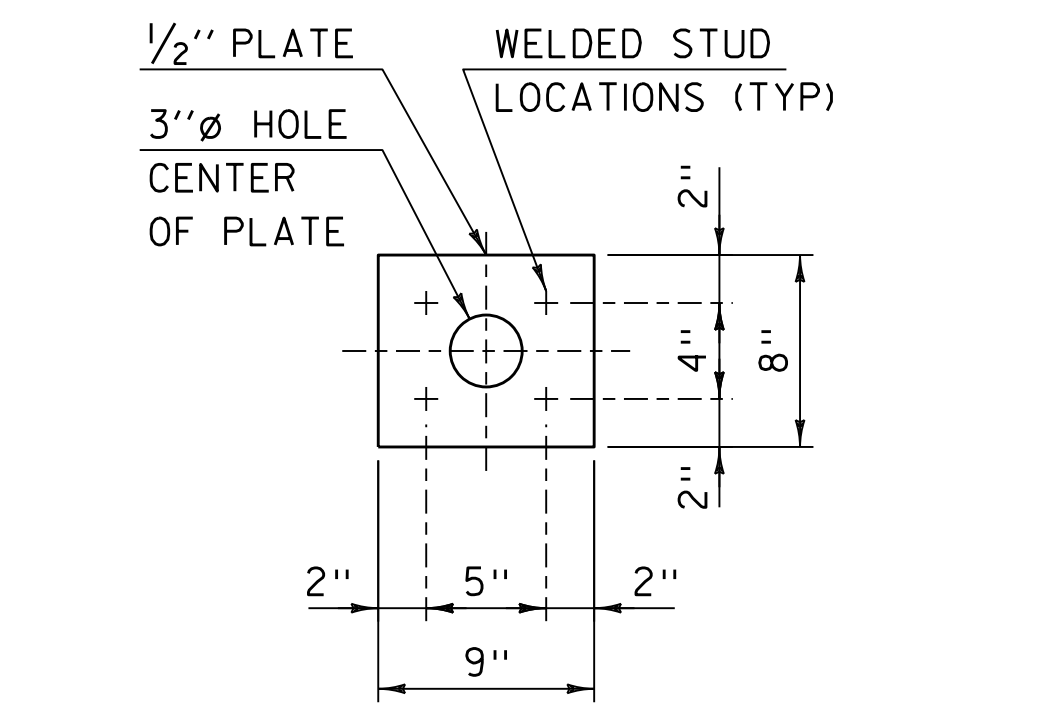
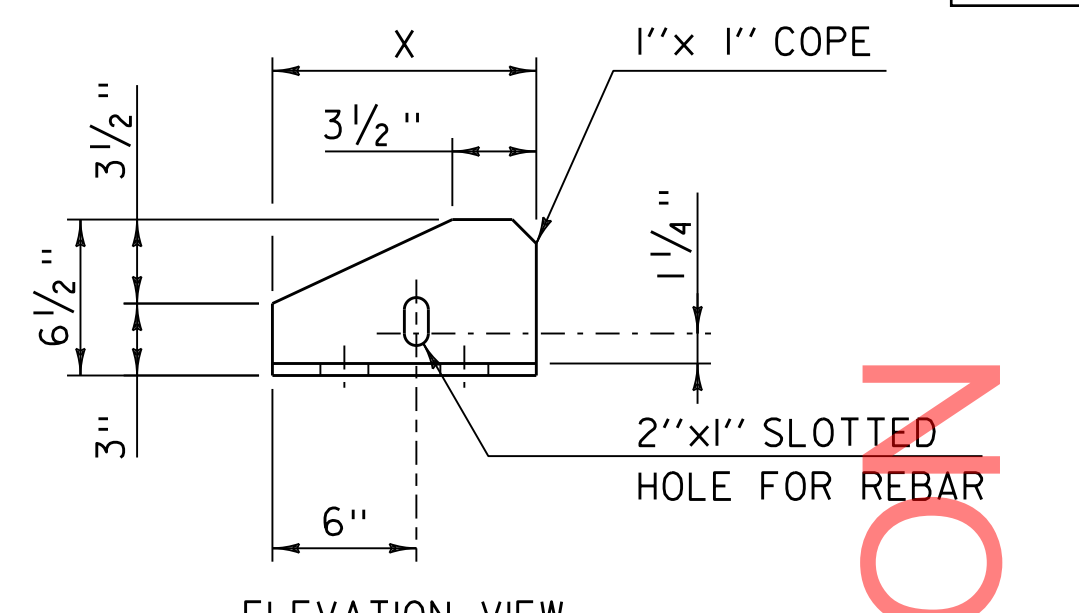


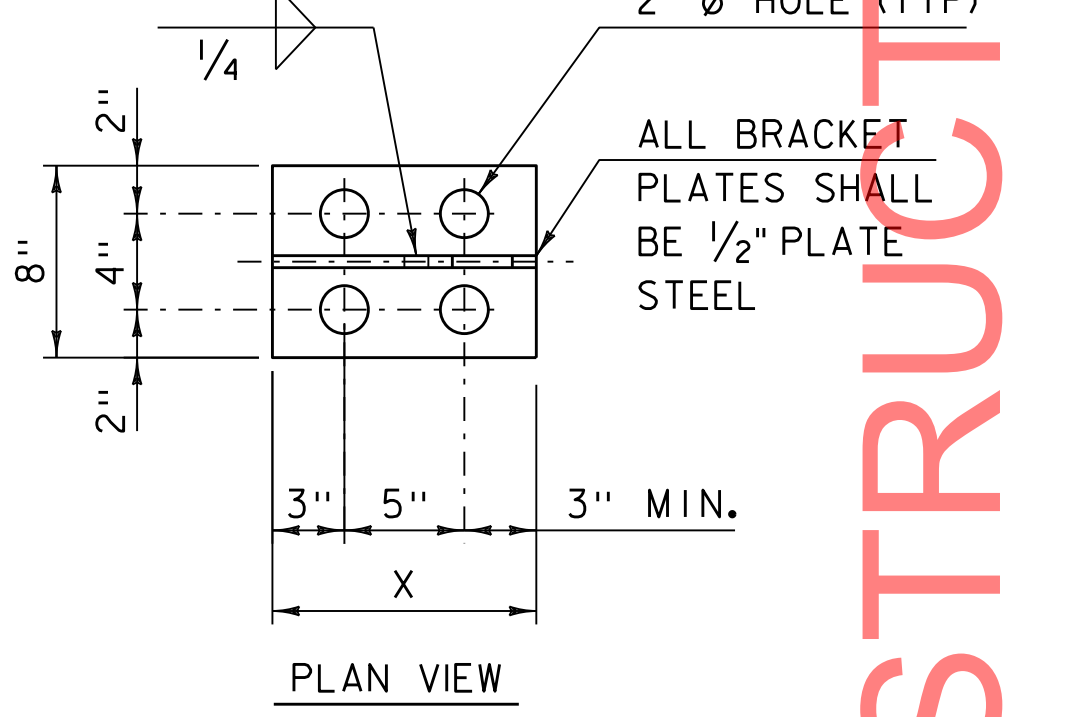
PLATE WASHER DETAIL  
SCALE 3" = 1'-0"



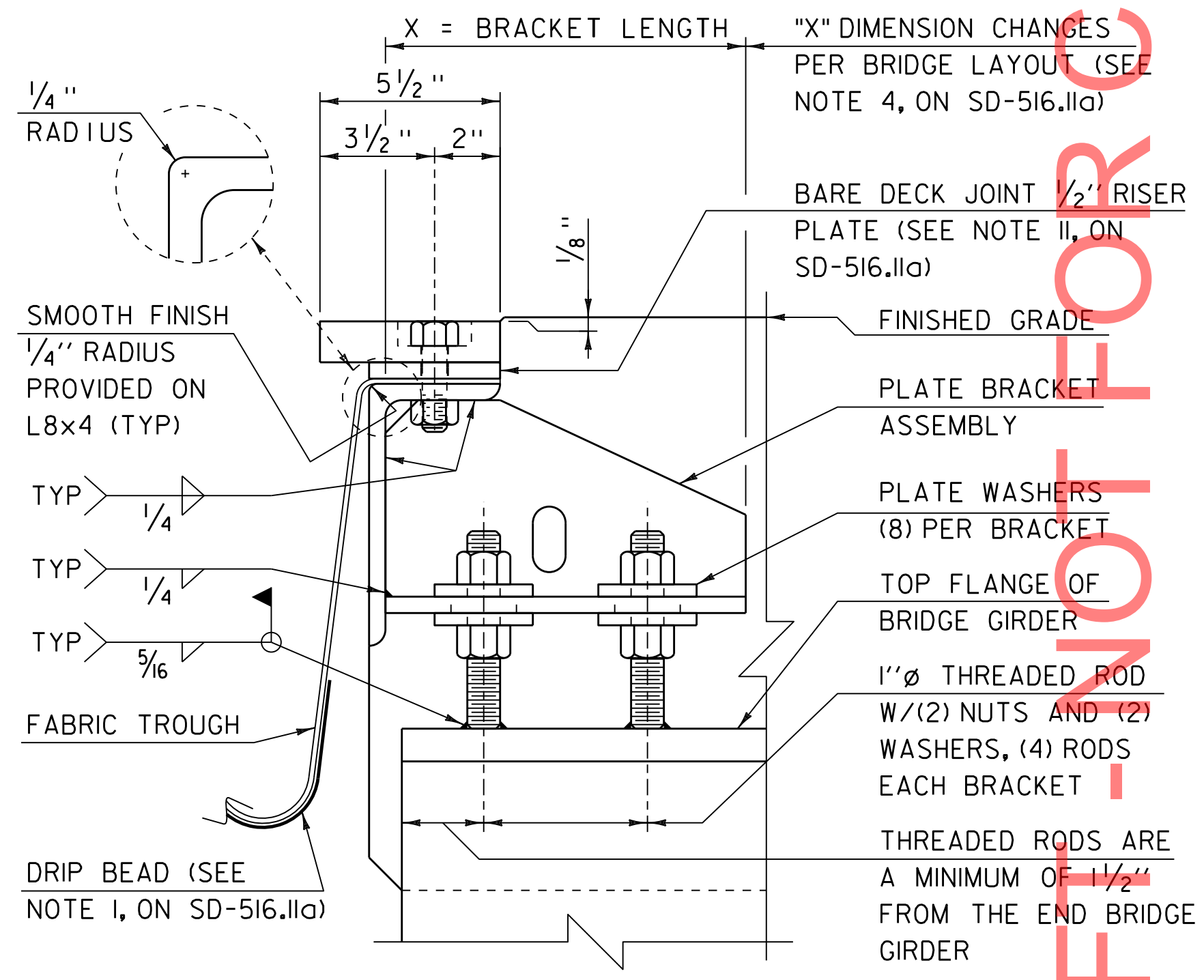
WELDED STUD ANCHOR PLATE DETAIL  
SCALE 1/2" = 1'-0"



BRACKET DETAILS ELEVATION VIEW



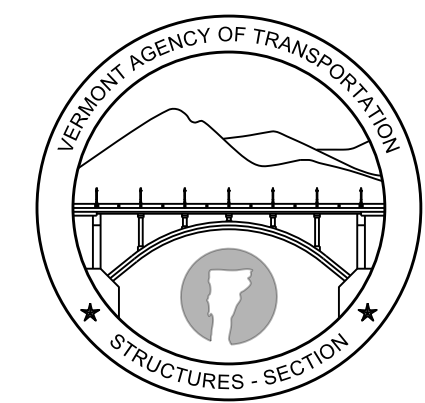
BRACKET DETAILS PLAN VIEW  
SCALE 1/2" = 1'-0"



JOINT ASSEMBLY DETAIL  
SCALE 3" = 1'-0"

REVISIONS	
FEBRUARY 24, 2011	APPROVED FOR USE BY VAOT STRUCTURES SECTION
MARCH 23, 2023	UPDATED MATERIALS AND WELDING REQUIREMENTS

# BRIDGE EXPANSION JOINT, VERMONT



# STRUCTURES DETAIL SD-516.11b

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# TOWN OF GEORGIA

## ARROW HEAD LAKE ROAD BRIDGE 10 REPAIRS

### CONTRACT DOCUMENTS

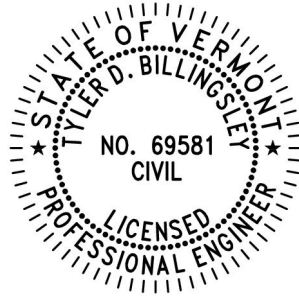
JULY 2024

ISSUED FOR: BID & CONSTRUCTION

PREPARED BY:



DRAFT



**CONTRACT DOCUMENTS – TABLE OF CONTENTS**

Town of Georgia  
Arrow Head Lake Road  
Bridge 10 Repairs

<b>ITEM</b>	<b>SECTION</b>
<b><u>Front End Documents</u></b>	
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 MP4
Performance Bond	EJCDC C-610
Payment Bond	EJCDC C-615
Substantial Completion	EJCDC C-625
<b><u>Technical Specifications</u></b>	
General Requirements	01
VTrans Standard Specifications for Construction 2018 (Under Separate Cover)	
<b><u>Permits</u></b>	
• None.	
<b><u>Drawings (Under separate cover)</u></b>	
East Engineering plans: G-1.0, C-1.0, C-2.0, stamped "ISSUED FOR BID & CONSTRUCTION", dated July 23, 2024. VTrans Structural Details SD-516.11a, b.	

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**ADVERTISEMENT FOR BIDS  
TOWN OF GEORGIA  
ARROW HEAD LAKE ROAD  
BRIDGE 10 REPAIRS**

**General Notice**

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

**Bridge 10 Repairs**

Bids for the construction of the Project will be received until **August XY, 2024 at 9:00 a.m.** Bid submissions will be submitted electronically to the following email addresses. It is the responsibility of the Contractor to ensure that the email and any attachments were received by the bid due date/time.

- [Tyler@EastEngineeringPLC.com](mailto:Tyler@EastEngineeringPLC.com)
- [Administrator@TownofGeorgia.com](mailto:Administrator@TownofGeorgia.com)
- [RoadForeman@TownofGeorgia.com](mailto:RoadForeman@TownofGeorgia.com)

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. Work to be completed in **2024 or 2025**. Engineers construction cost estimate range is \$150,000 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**

A pre-bid conference for the Project will not be held, however, Contractors are strongly encouraged to visit the Project Site prior to submitting a bid.

**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 6— Bid Security.....	3
Article 7— Contract Times.....	3
Article 8— Substitute and “Or Equal” Items.....	3
Article 9— Subcontractors, Suppliers, and Others.....	4
Article 10— Preparation of Bid.....	4
Article 11— Basis of Bid.....	5
Article 12— Submittal of Bid.....	5
Article 13— Modification and Withdrawal of Bid.....	6
Article 14— Opening of Bids.....	6
Article 15— Bids to Remain Subject to Acceptance.....	6
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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**

- 3.01 A pre-bid conference will not be held. However, Contractors are highly encouraged to visit and inspect the site prior to submitting a bid.

**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), accompanied by evidence of authority to sign. 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), accompanied by evidence of authority to sign. 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 and accompanied by evidence of authority to sign. 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.
- 10.09 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 10.10 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown 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 *Evaluation of Bids*
  - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

- 16.05 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.
- 16.06 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**

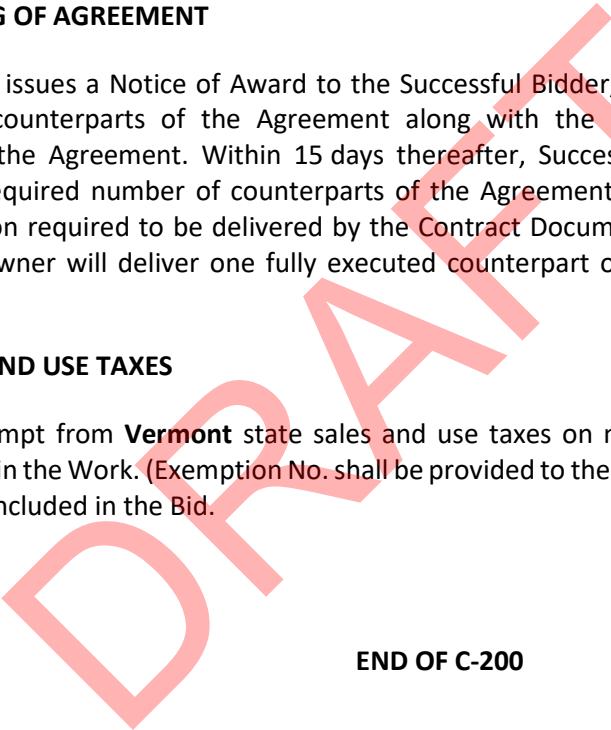
- 17.01 Payment and Performance Bonds (100% of Contract Value), if included in the contract documents, are required by only the selected Contractor.
- 17.02 Insurance requirements are noted in subsequent sections of the bidding documents.

**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
<b>1.0</b>	<b>Bridge 10 Repairs</b>				
<b>1.1</b>	<b>General Conditions and Mob./Demob</b>	<b>LS</b>	<b>1</b>		
<b>1.2</b>	<b>Cast-in-Place Concrete (Backwall)</b>	<b>CY</b>	<b>10</b>		
<b>1.3</b>	<b>Expansion Joint</b>	<b>LS</b>	<b>1</b>		
<b>1.4</b>	<b>Approach Excavation/Backfill</b>	<b>CY</b>	<b>100</b>		
<b>1.5</b>	<b>Approach Type 3 Paving</b>	<b>TN</b>	<b>30</b>		
<b>1.6</b>	<b>Epoxy Overlay</b>	<b>SY</b>	<b>970</b>		
<b>1.7</b>	<b>Remove and Replace Approach Rail</b>	<b>LF</b>	<b>100</b>		
<b>1.8</b>	<b>Install new G-1D End Treatment</b>	<b>EA</b>	<b>2</b>		
<b>1.9</b>	<b>Associated Roadway/Bridge Work Directed by Engineer or Town</b>	<b>T&amp;M</b>	<b>1</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>
Total of All Bid Items					\$

- B. Bidder acknowledges that:
  - 1. 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)*

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## BID BOND

<p><b>Bidder</b>                  Name:                  Address <i>(principal place of business)</i>:</p>	<p><b>Surety</b>                  Name:                  Address <i>(principal place of business)</i>:</p>
<p><b>Owner</b>                  Name: <b>Town of Georgia</b>                  Address <i>(principal place of business)</i>:</p>	<p><b>Bid</b>                  Project <i>(name and location)</i>:  <b>Bridge 10 Repairs</b>                   Bid Due Date:</p>
<p><b>Bond</b>                  Penal Sum:                  Date of Bond:</p>	
<p>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.</p>	
<p>Bidder</p>	<p>Surety</p>
<p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____  <i>(Signature)</i></p>	<p>By: _____  <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____  <i>(Printed or typed)</i></p>	<p>Name: _____  <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____  <i>(Signature)</i></p>	<p>Attest: _____  <i>(Signature)</i></p>
<p>Name: _____  <i>(Printed or typed)</i></p>	<p>Name: _____  <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>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.</i></p>	

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 (excluding time for superstructure procurement) 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 XY 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:	Statutory
Employer’s Liability:	
Bodily Injury, each Accident	\$ 1,000,000

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, 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, placement of multiple layer wearing surface of epoxy and aggregate.

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 – G-1D End Treatments

- Measurement and payment: Per Each
- Posts, spacers, rail, reflectors, hardware and associated components to the VTrans G-1D Standard Detail.

Item 1.9– 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

<p><b>Contractor</b></p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>	<p><b>Surety</b></p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>
<p><b>Owner</b></p> <p>Name: <b>Town of Georgia</b></p> <p>Mailing address <i>(principal place of business)</i>:</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:</p> <p><b>Bridge 10 Repairs</b></p> <p>Contract Price:</p> <p>Effective Date of Contract:</p>
<p><b>Bond</b></p> <p>Bond Amount:</p> <p>Date of Bond:</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>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.</p>	
<p>Contractor as Principal</p>	<p>Surety</p>
<p style="text-align: center;"><i>(Full formal name of Contractor)</i></p> <hr/> <p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: _____</p>	<p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p> <hr/> <p>By: _____</p> <p style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: _____</p>
<p><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></p>	

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**

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## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: <b>Town of Georgia</b></p> <p>Mailing address (<i>principal place of business</i>): _____</p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>): <b>Bridge 10 Repairs</b></p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>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.</p>	
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: _____
<p><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></p>	

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: Contractor's Project No.: 080-04  
 Project: Bridge 10 Repairs  
 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**

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## 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.

- 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

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## 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 ±2F, relative humidity 50% ± 2% and test specimens at 73F ±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
<b>Aggregate Gradation Requirements - Sieve Analysis</b>		
<b>Sieve Designation</b>	<b>Total Percent Passing</b>	
(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:
  - 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.
  - Documenting the temperature of each component of the binder before use.
  - Moisture control methods for the aggregate.
  - Cleaning and maintenance schedule for machinery and equipment.
  - 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**

<b>Binder Rate</b>	<b>Item Pay Factor (%)</b>
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.

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# 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. <b>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.</b>
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 9. Item #C.

<b>Shore D Hardness</b>	72	(ASTM D-2240) 73 °F (23 °C) 50 % R.H.
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<b>Compressive Strength</b>		<b>40 °F(4 °C)</b>	<b>73 °F (23 °C)</b>	<b>90 °F (32 °C)</b>	(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.

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

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

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

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

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

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

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

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

<b>Rapid Chloride Permeability</b>	0 coulombs	(AASHTO T-277)
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## APPLICATION INFORMATION

<b>Mixing Ratio</b>	Component 'A':Component 'B' = 1:1 by volume.
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**Coverage**1 gal. yields 231 in<sup>3</sup>

Section 9. Item #C.

**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**

	<b>60–64 °F (16-18 °C)</b>	<b>65–69 °F (19-21 °C)</b>	<b>70–74 °F (21-23 °C)</b>
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
	<b>75–79 °F (24-26 °C)</b>	<b>80–84 °F (27-29 °C)</b>	<b>85+ °F (29+ °C)</b>
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./ft<sup>2</sup> (0.9 kg/m<sup>2</sup>) 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](http://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 9. 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.

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**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



Product Data Sheet  
Sikadur®-22 Lo-Mod FS  
October 2018, Version 01.01  
020204030010000143

Sikadur-22Lo-ModFS-en-US-(10-2018)-1-1.pdf





# **GEORGIA** **VERMONT**

## **Town of Georgia Hazard Communication**

## 1 PURPOSE

1.1 To ensure that information about the dangers of hazardous chemicals used by Town of Georgia are known by all affected employees, the following written program has been established. In all cases, we rely on hazard determinations completed by product manufacturers. The intent of this program is to fully comply with the requirements of VOSHA 1910.1200.

All work units of the municipality will participate I hazard communication program. This written program will be available at the Town Office for review by any interested employee. Employees and/or their union representatives may also request copies of Safety Data Sheets.

## 2 CONTAINER LABEL

- 2.1 All Department Heads will verify that all incoming containers received for use will be clearly labeled as to the contents, list the appropriate hazard warning ( to include target organs and potential health effects), and list the name and address of the manufacturer. During the period of time through which manufacturers transition to the new globally harmonized system ( GHS) of labeling, we will make note of products that have labels with the new symbols and warnings and advise employees of these (see training section).
- 2.2 Department Heads in each section will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with labels that have the identity and appropriate hazard warning. Secondary containers used by a single person during a single shift are exempt from labeling requirements as long as the product is used up, returned to its original container, and under the control of the user.
- 2.3 The Department Head will review and verify the company labeling procedures every 6 months and will update the labels required.

## 3 SAFETY DATA SHEETS (SDSs)

- 3.1 Formerly known as Material Safety Data sheets ( MSDS), safety data sheets (SDS) for each hazardous chemical and compiled and retained along with the written program. A list of all hazardous chemical are compiled and retained along with the written program. A list of all hazardous chemicals in each facility will be maintained, along with a copy of the written program and the SDS. The SDS will be organized in a logical manner to aid in finding individual SDS.
- 3.2 The Department Heads are responsible for establishing and monitoring the SDS program. They/them will make sure procedures are developed to obtain the necessary SDSs and will review incoming SDSs for new or significant health and safety information. They/them will see that any new hazard or related information is passed on to affected employees. The procedure below will follow when an SDS is not received at the time of initial shipment:  
  
Copies of SDSs for all hazardous chemicals to which employees are exposed or are potentially exposed will be kept in \_\_\_\_\_  
  
SDSs will be readily available to all employees during each work shift. If an SDS is no available, The Department Head should be contacted to obtain the sheet or otherwise make the information readily available.
- 3.3 When revised/updated SDSs are received, the following procedure will be followed to replace old SDSs: All outdated SDSs or old MSDS will be retained for a t least 30 years.

## 4 EMPLOYEE TRAINING AND INFORMATION

4.1 The Town Administer is responsible for ensuring that each employee receives Hazard Communication information and training. Them/They will ensure that all program elements specified below are carried out. Prior to starting work where there is exposure to hazardous chemicals, each new employee will attend a health and safety training that includes the following:

- An overview of the requirements contained in the Hazard Communication Standard.
- The hazardous chemicals present at their work area
- The physical and health risk of the hazardous chemicals
- Symptoms of overexposure.
- How to determine the presence or release of hazardous chemicals in the work area.
- How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices, and personal protective equipment.
- Steps the municipalityhas taken to reduce or prevent exposure to hazardous chemicals.
- Procedures to follow if employees are overexposed to hazardous chemicals
- Procedures to foll in the even of a spill, including limits on employee responses if appropriate.
- How to read labels, the GHS hazard symbols, and SDSs to obtain hazard information.
- Location of SDS compilation and written hazard communication program.

4.2 Periodically, supervisors and/or department heads may provide additional refresher training to ensure that employees retain adequate knowledge regarding the hazards of chemicals in the workplace, as well as how they can protect themselves.

4.2.1 Prior to introducing a new chemical hazard into any section of our workplace, each employee in that section will be given information and training as outlined above for the chemical hazard. The training format will be as follows:

4.2.2

# 5 LIST OF HAZARDOUS CHEMICALS

5.10 Periodically, an inventory of all hazardous chemicals in the workplace is completed. The following is a list of all known hazardous chemical used by our employees. Include here, or attach as separate sheet( s), the chemical list developed during the inventory. Arrange this list so that you are able to cross-reference it with your SDS file and the labels on your containers.

Insert template when made::::

5.10.1





Town of Fairfax  
12 Buck Hollow Road  
Fairfax, Vermont 05454  
802.849.6111  
fairfax-vt.gov

Selectboard Town of Georgia

47 Town Common Road

Georgia, VT 05478

July 28, 2024

Dear Selectboard Members.

The Fairfax Cemetery Commission has purchased and installed signs for all our town cemeteries.

We purchased one for our shared cemetery, Kingsbury/Hibbard at the corner of Oakland Station Rd and Route 104.

We would like to ask you to share the expense of this one.

The total price of the sign was \$497.14 and half of it would be \$ 248.57.

I am attaching a couple of pictures so you can see the sign.

Thank you for considering this shared expense.

Sally Sweet

Fairfax Cemetery Commission, Chair





