

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
802-370-0765

Dan Albrecht, Manager
Northern Lake Champlain CWSP
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: FALLS ROAD TRAIL GULLY STABILIZATION – IMPLEMENTATION-GEORGIA
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 X Implementation
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.

Project Type: Stormwater Implementation
Definition: 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.
Performance Measures: Gully Stabilization (100 ft. x 18 ft. x 10 ft.) >>> 23.37kg/phosphorus (P) Infiltration Basin (1.02 in./hr) >>> 0.75 kg/P
Milestones: Project initiated 10-year (minimum) DEC Operation and Maintenance (O&M) Plan signed by O&M responsible party [ALREADY COMPLETED] 10-year (minimum) access license or easement (if applicable) signed by landowner [ALREADY COMPLETED] Proposal/bid solicitations issued, pre-bid site visits, and contractors selected/contracted (if applicable) Required permits secured

Pre-construction kick-off meeting, walk through of the site with plans, evaluate any needs/issues/considerations for plan adjustments
Clean Water Project Sign installed during construction if the project is considered publicly visible [CCRPC WILL PROVIDE SIGN]
 Stormwater BMP(s) implemented, final construction walkthrough
Other permit-required activities completed or elements installed (if applicable), **VDHP Treatment Plan implementation** (if applicable)
 Return of **Clean Water Project sign** to host site (if applicable)
 Project complete

Deliverables

Photo(s) of site(s) pre-implementation [ALREADY COMPLETED]
 Permit documentation (if applicable)
 Signed 10-year (minimum) DEC **Operation and Maintenance Plan** [ALREADY COMPLETED]
 Signed 10-year (minimum) **access license or easement** [ALREADY COMPLETED]
As-built drawings or red-lined 100% designs with a list of change orders describing adjustments made during construction.
Photo(s) of site(s) post-implementation, including photo of **Clean Water Project Sign** (if applicable)
Media announcement
Final Performance Report or ANR Online Clean Water Project - Project Closeout Form (CCRPC will provide completed draft)

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
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- 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.

Deadline for Subgrant Application, by 5 p.m. EDT to dalbrecht@ccrpcvt.org	Date of Basin 5 Water Quality Council meeting for consideration of Application (virtual, 10 a.m., EDT)
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) <i>FY23 Clean Water Initiative Program Funding Policy</i> (click here) 2) <i>Act 76, Clean Water Service Provider Rule and Guidance & explanatory materials</i> (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. (Answer must be YES to proceed).	Yes
Does your project type meet the applicable definitions and minimum standards as provided in the CWIP Funding Policy (Answer must be YES to proceed).	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 dalbrecht@ccrpcvt.org . Qualification Materials templates are available at https://www.ccrpcvt.org/northern-lake-champlain-cwsp/#funding	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? (Answer must be YES to proceed).	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: kcminck@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): <input type="checkbox"/> Identification / Assessment <input type="checkbox"/> Project Development <input type="checkbox"/> Preliminary Design <input type="checkbox"/> Final Design <input checked="" type="checkbox"/> 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
<i>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.</i>
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 years / 15 years = 1 x (Final Design-\$34,385 + Construction-\$57,000) = \$91,385 / 24.12 kg. = \$3,789 per kilograms per year

5. APPLICATION REQUEST BUDGETSee Final Design Report and RFP for Construction Management services.

Expense/Item	Grant Request	Leverage / Match Funds	Sub-Totals
APPLICANT			
Project Management/Completion (including salary/hourly costs and fringe benefits). Include any volunteers or ad hoc employees if applicable.			
SUBCONTRACTORS			
Construction Management/Oversight Services	\$15,000		\$15,000
Construction/Implementation Services	\$42,000		\$42,000
Other eligible costs (see 2023 CWIP Funding Policy)			
Project Completion SUBTOTAL			
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.			
Project Completion TOTAL (Project Completion 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 17th. 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.

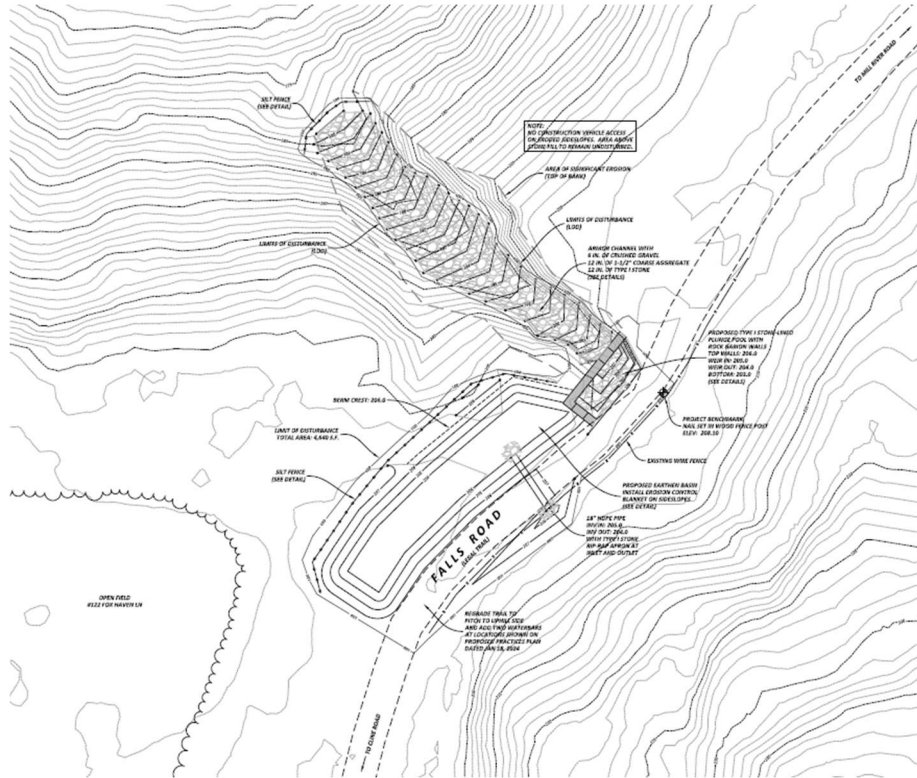
SEE ATTACHED FINAL DESIGN REPORT Completed DEC [Interim Phosphorus Reduction Calculator Tool v1.0](#) (only required for Preliminary Design, Final Design and/or Implementation projects);

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.



Final Design Report – 100%

Falls Road Trail – Town of Georgia

SUBMITTED TO:

The Town of Georgia
47 Town Common Rd N
Georgia, VT 05478

SUBMITTED BY:

Andres Torizzo and Clare Girard
Watershed Consulting
208 Flynn Ave Suite 2H | PO Box 4413
Burlington, VT 05406
(802) 497-2367 |
www.watershedca.com



GEORGIA
VERMONT



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
Total (rounded to next highest \$1,000)	\$42,000

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

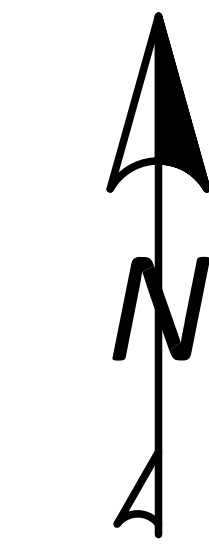
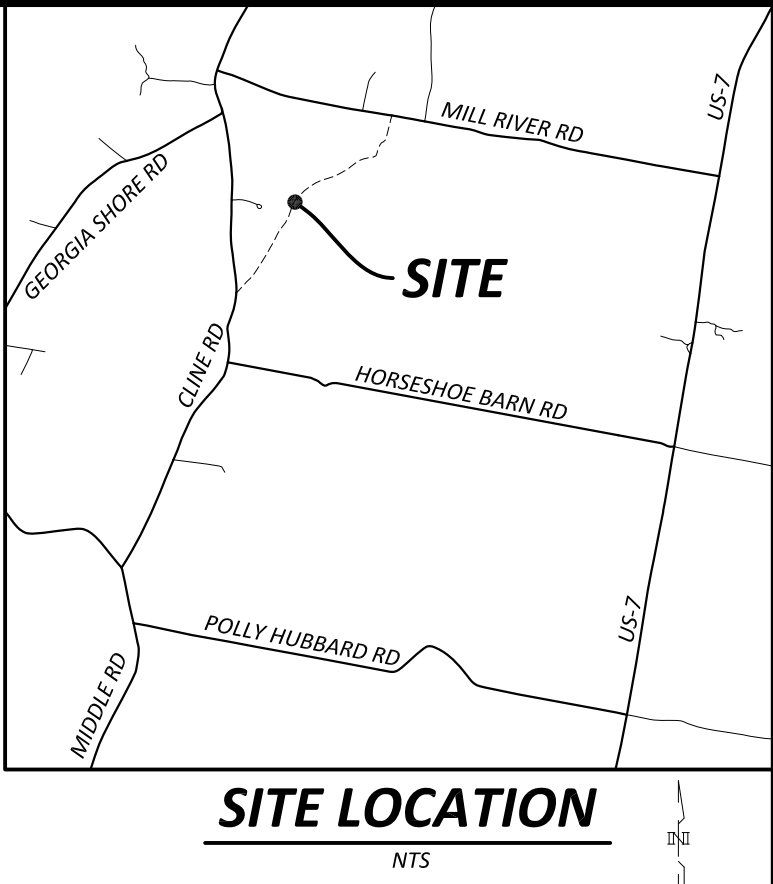
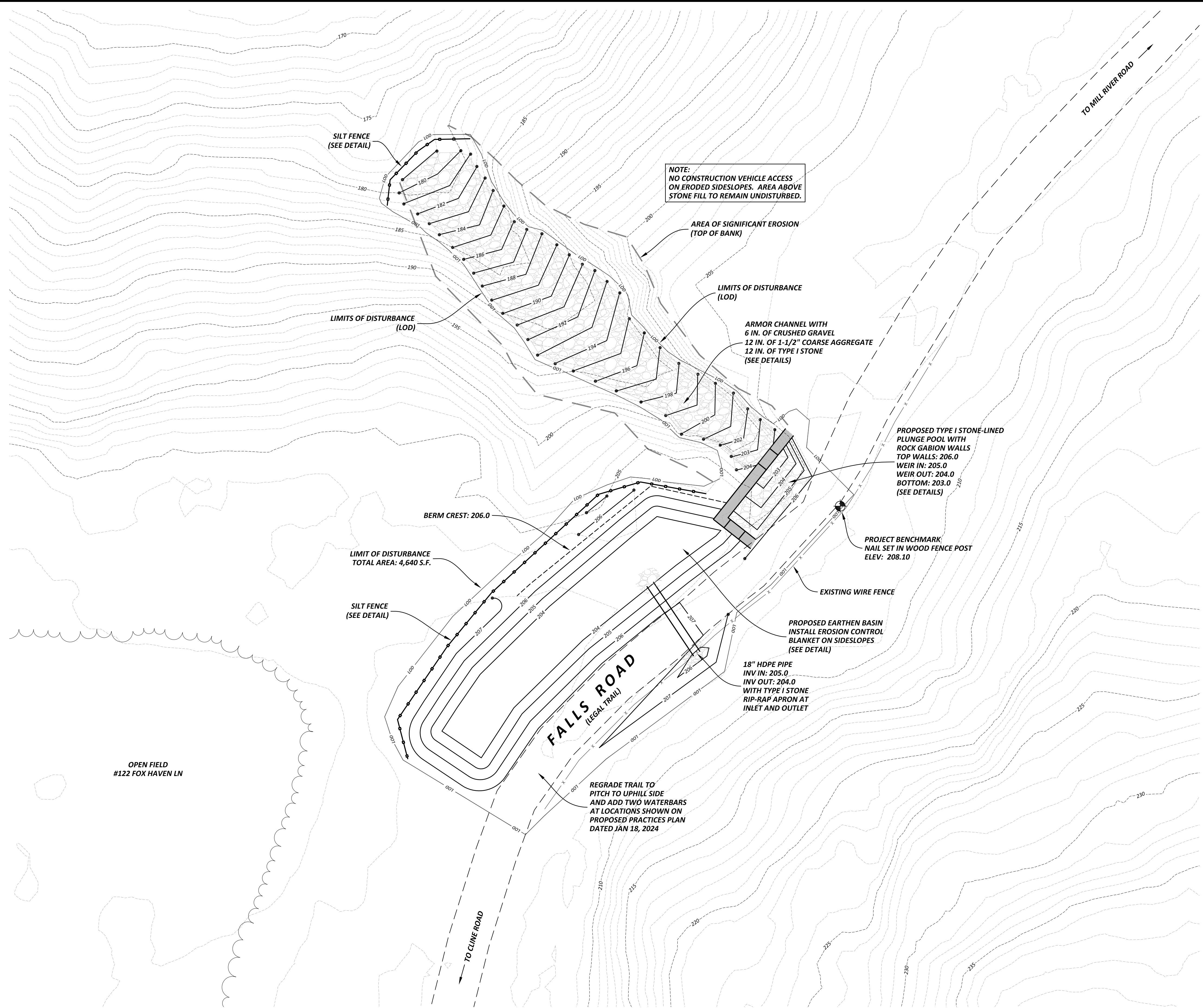
~~Attachment D. Archaeological Resource Assessment~~

~~Attachment E. Phase 1 Study~~

Attachment F. CWIP Permit Screening

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

FALLS TRAIL RD-GEORGIA/FALLS TRAIL.dwg



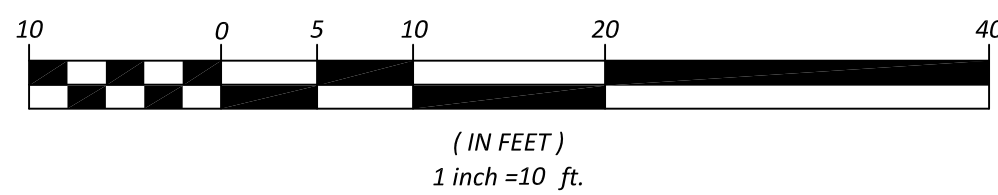
LEGEND

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

TYPE I STONE FILL
(VAOT 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

GRAPHIC SCALE



NOTE

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



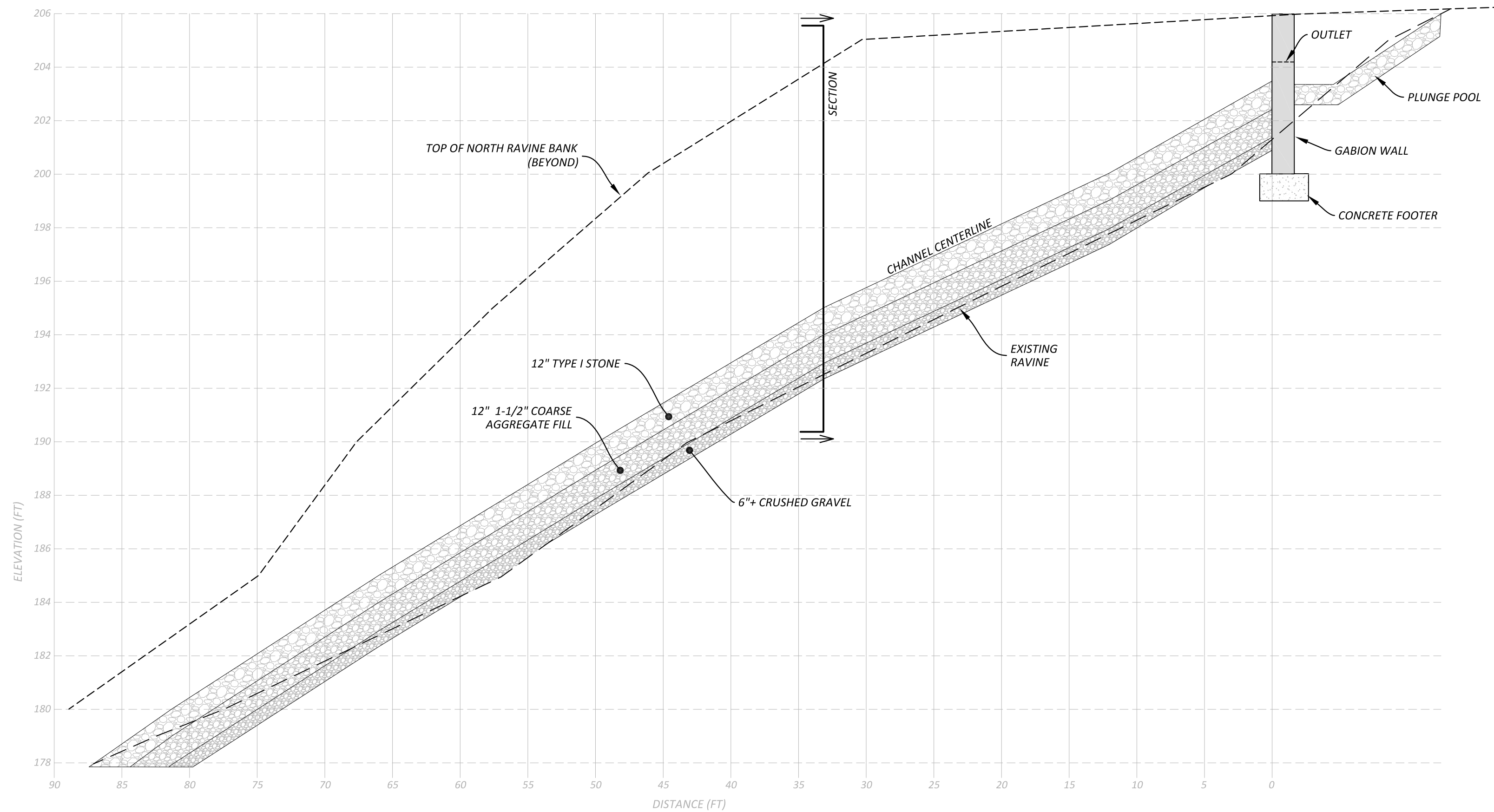
FALLS ROAD EROSION GEORGIA, VERMONT

EROSION STABILIZATION PLAN

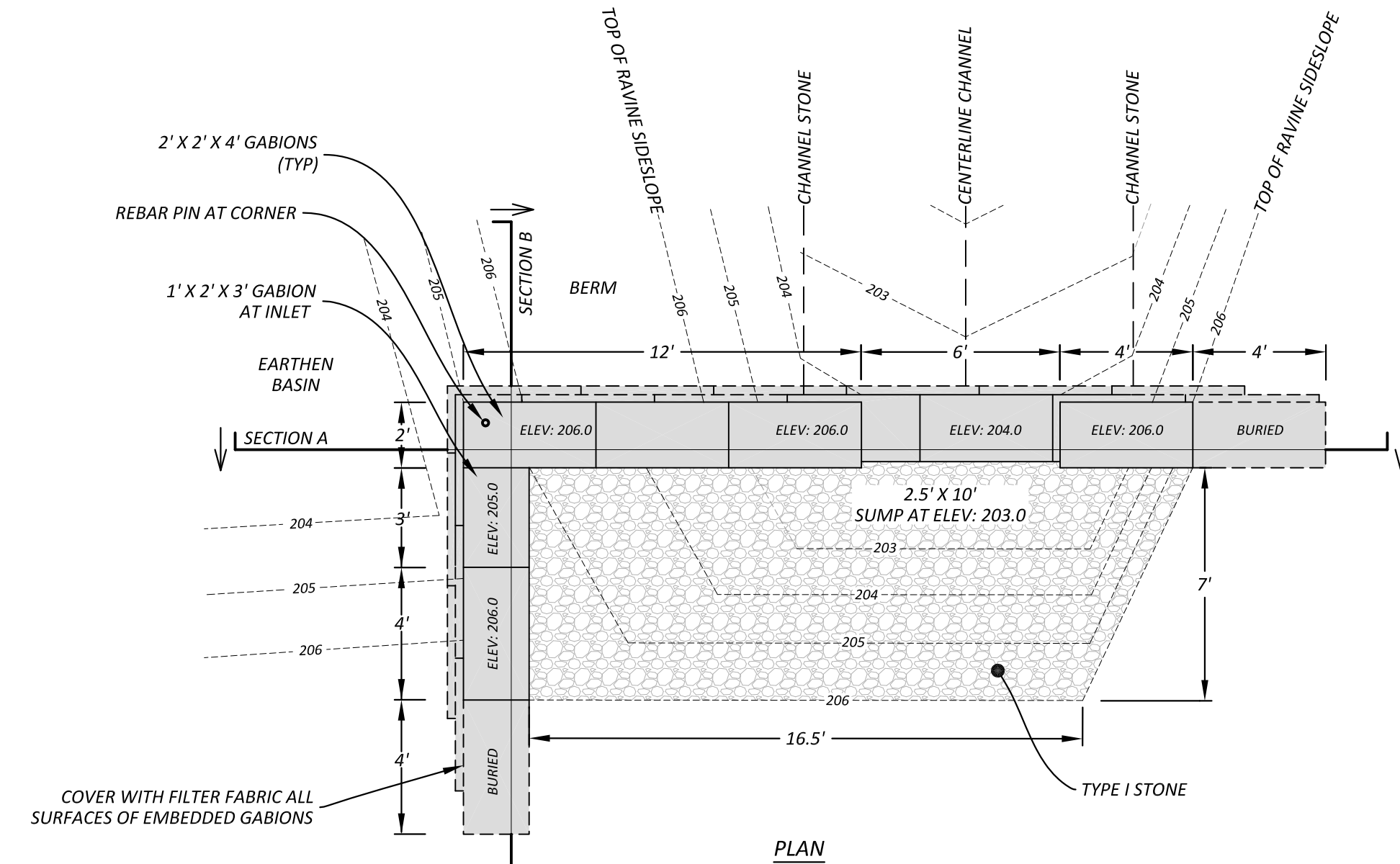


Stormwater Management | Water Quality | Erosion Control
208 Flynn Ave, Suite 2H P.O. Box 4413
Burlington, VT 05406
Mobile: 802.922.4871 | Main: 802.497.2367
www.watershedca.com

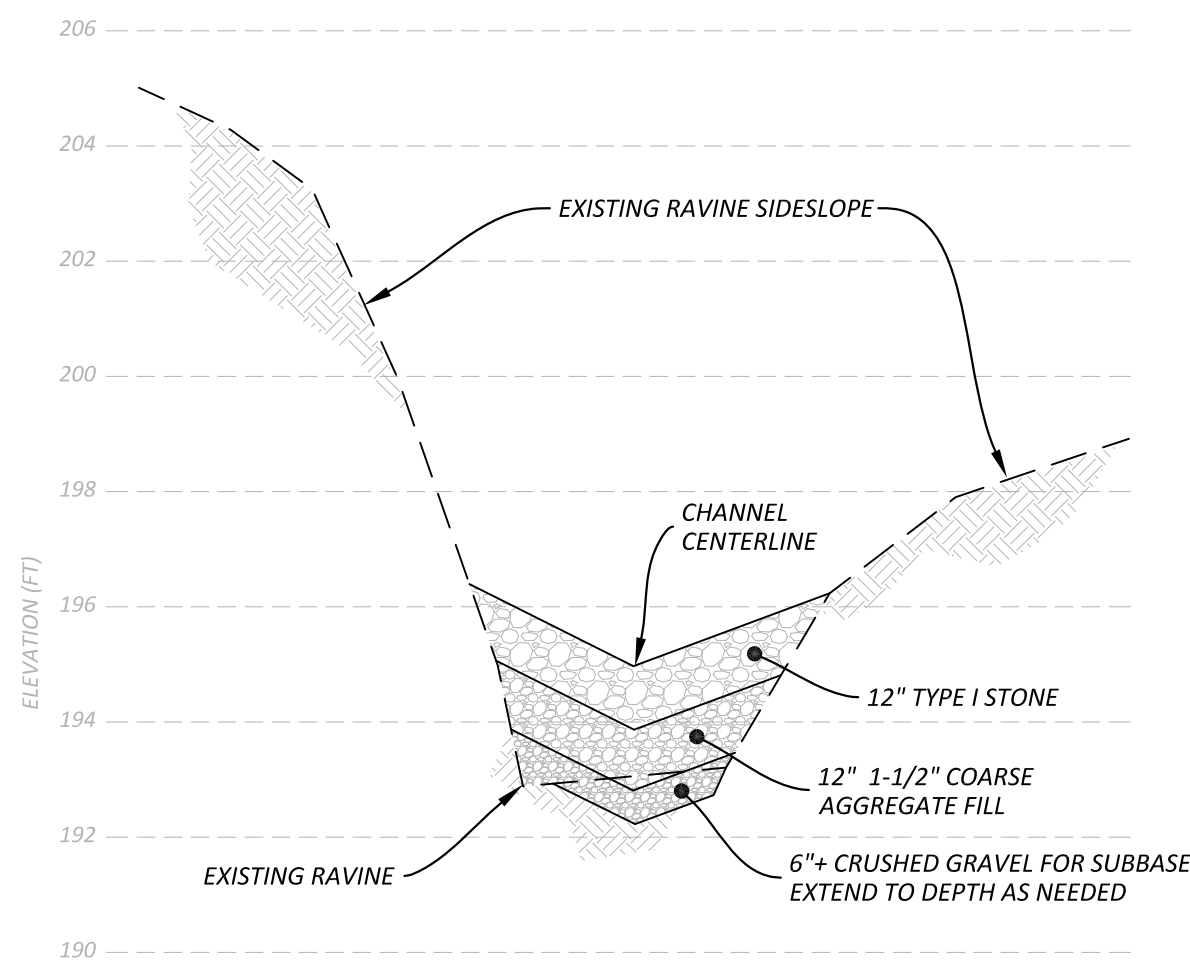
APPROVED BY:	TMC	DRAWN BY:	SM5	SCALE:	NOTED
DATE:	6/19/24	CHECKED BY:	AT/TMC	SHEET:	1 OF 3



STONE CHANNEL PROFILE
SCALE: 2.0' VERT FOR 1.0' HORIZ

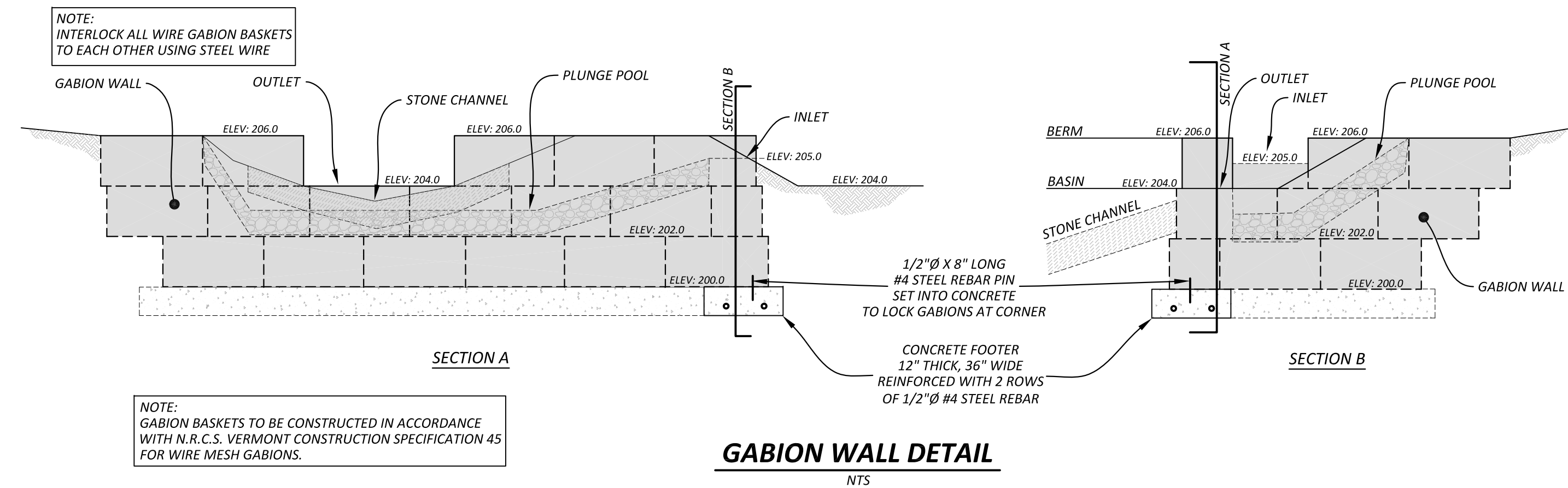


PLUNGE POOL DETAIL
NTS

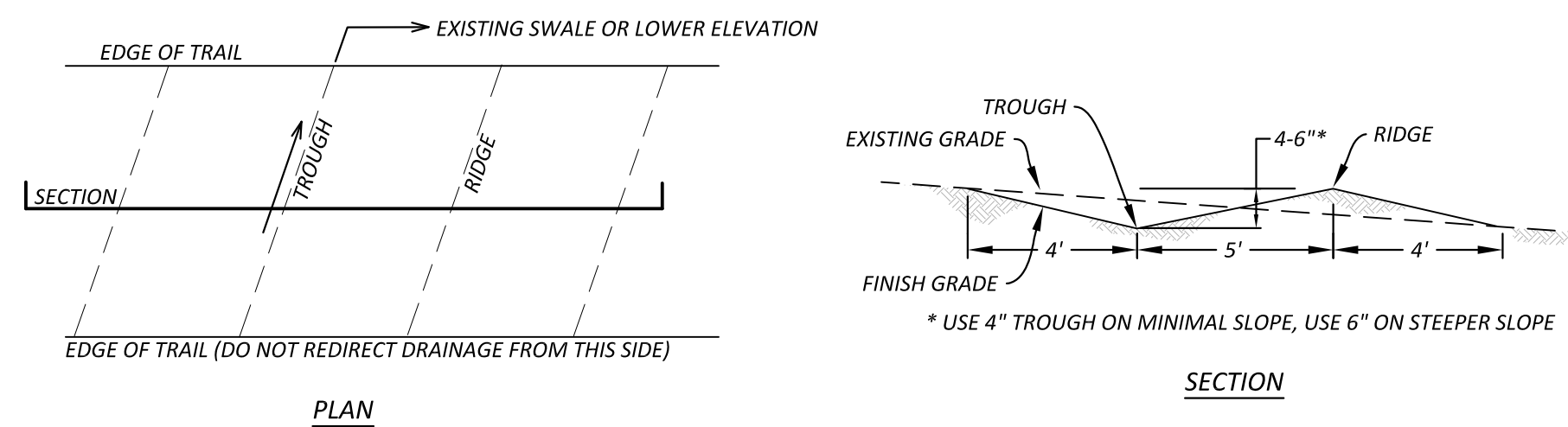


STONE CHANNEL DETAIL
NTS

AGGREGATE SPECIFICATIONS:			
TYPE I STONE FILL (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.			
CRUSHED GRAVEL FOR SUBBASE (VTRANS SEC. 704.05(A)) SHALL BE PRODUCED FROM NATURAL GRAVELS OR CRUSHED QUARRIED ROCK			
SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT	SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT
2 inch (50.0 mm)	100	1 inch (25 mm)	95 - 100
1-1/2 inch (37.5 mm)	90 - 100	No. 4 (4.75 mm)	45 - 65
No. 4 (4.75 mm)	30 - 60	No. 100 (0.150 mm)	10 - 15
No. 100 (0.150 mm)	0 - 12	No. 200 (0.075 mm)	8 - 12
No. 200 (0.075 mm)	0 - 6		
COURSE AGGREGATE 1-1/2\"			
(VTRANS SEC. 704.02C) SHALL CONSIST OF CLEAN, HARD, CRUSHED STONE OR WASHED CRUSHED GRAVEL			
SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT	SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT
2 inch (50.0 mm)	100	1 inch (25 mm)	95 - 100
1-1/2 inch (37.5 mm)	95 - 100	No. 4 (4.75 mm)	45 - 65
3/4 inch (19.0 mm)	35 - 70	No. 100 (0.150 mm)	10 - 15
3/8 inch (9.50 mm)	10 - 30	No. 200 (0.075 mm)	8 - 12
No. 4 (4.75 mm)	0 - 5		
AGGREGATE FOR SURFACE COURSE (VTRANS SEC. 704.12) SHALL CONSIST SOLELY OF CRUSHED GRAVEL OR CRUSHED STONE			
SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT	SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT
2 inch (50.0 mm)	100	1 inch (25 mm)	95 - 100
1-1/2 inch (37.5 mm)	90 - 100	No. 4 (4.75 mm)	45 - 65
No. 4 (4.75 mm)	30 - 60	No. 100 (0.150 mm)	10 - 15
No. 100 (0.150 mm)	0 - 12	No. 200 (0.075 mm)	8 - 12
No. 200 (0.075 mm)	0 - 6		



GABION WALL DETAIL
NTS



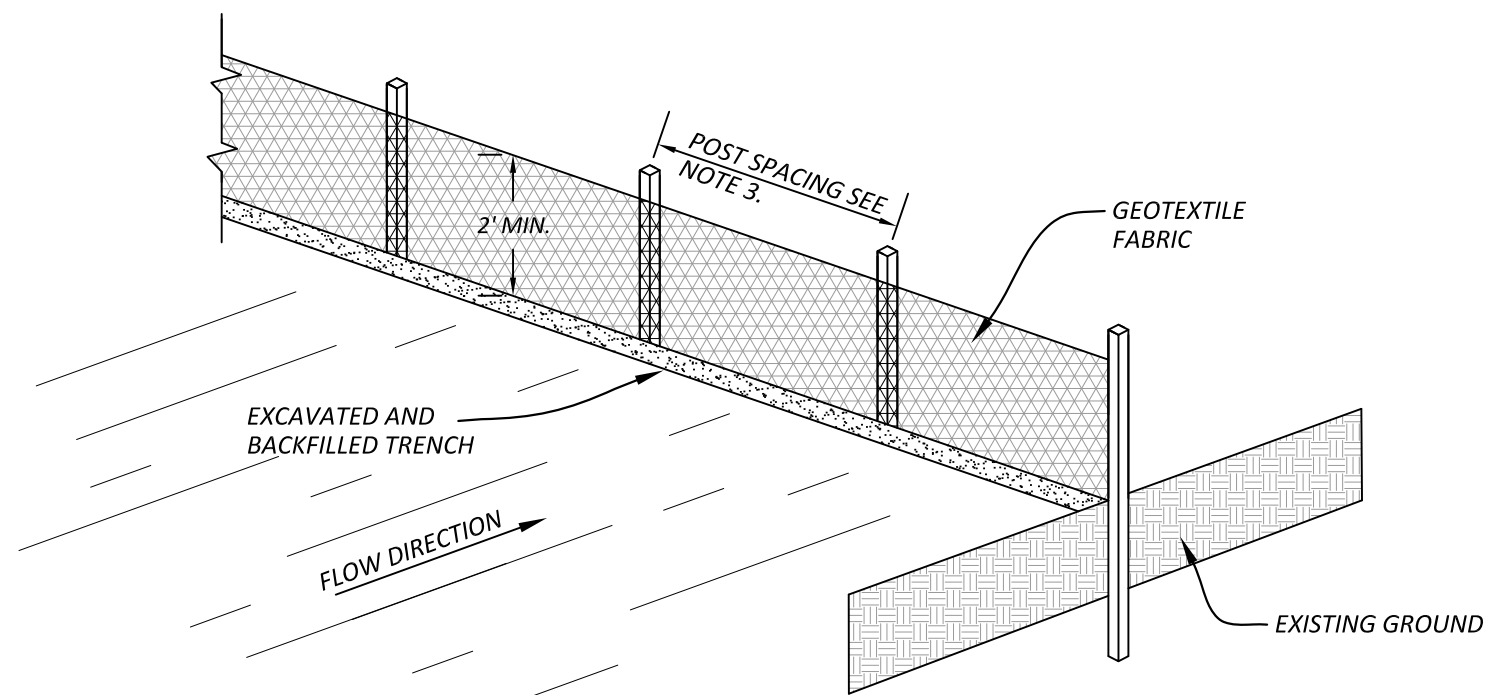
WATER BAR DETAIL
NTS

FALLS ROAD EROSION GEORGIA, VERMONT CONSTRUCTION DETAILS

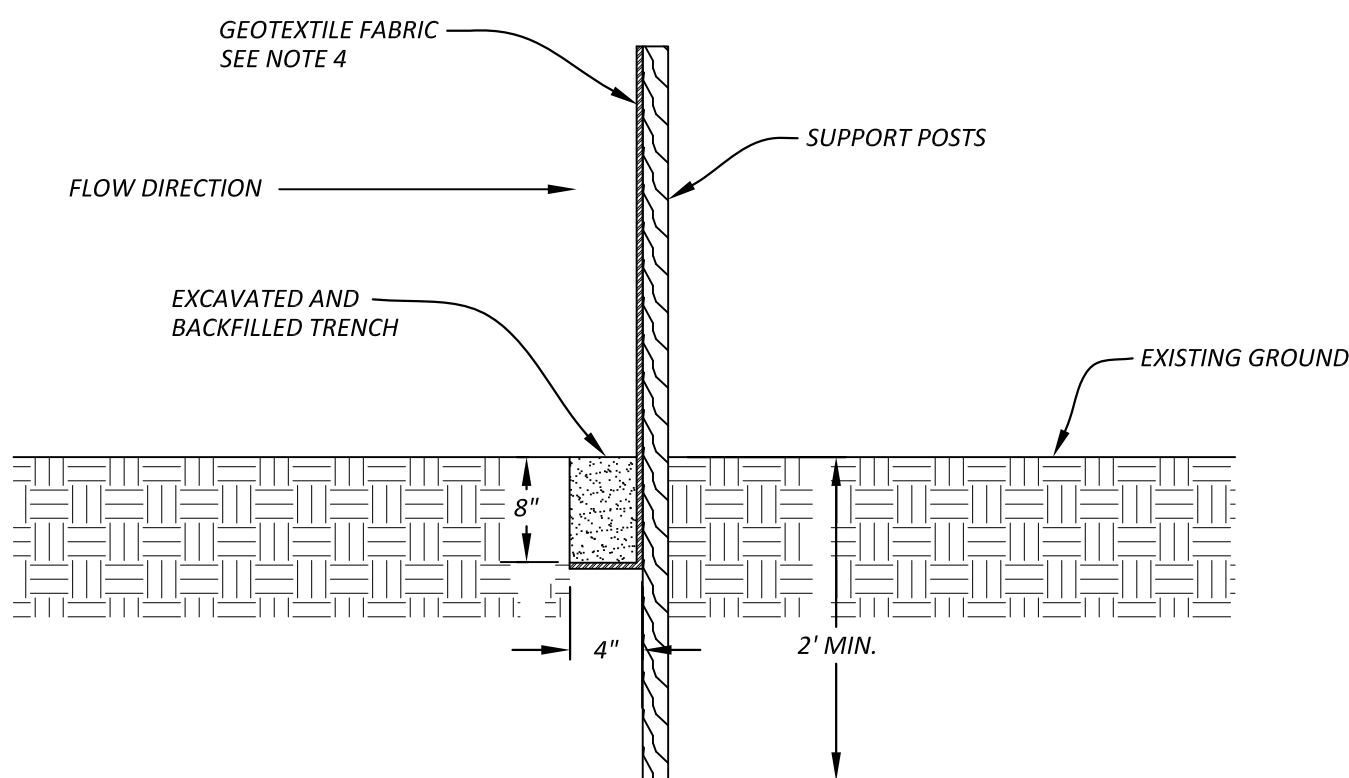


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DATE:	6/19/24	CHECKED BY:	AT/TMC	SHEET:	2 OF 3



ISOMETRIC VIEW



SECTION

SILT FENCE DETAIL

NTS

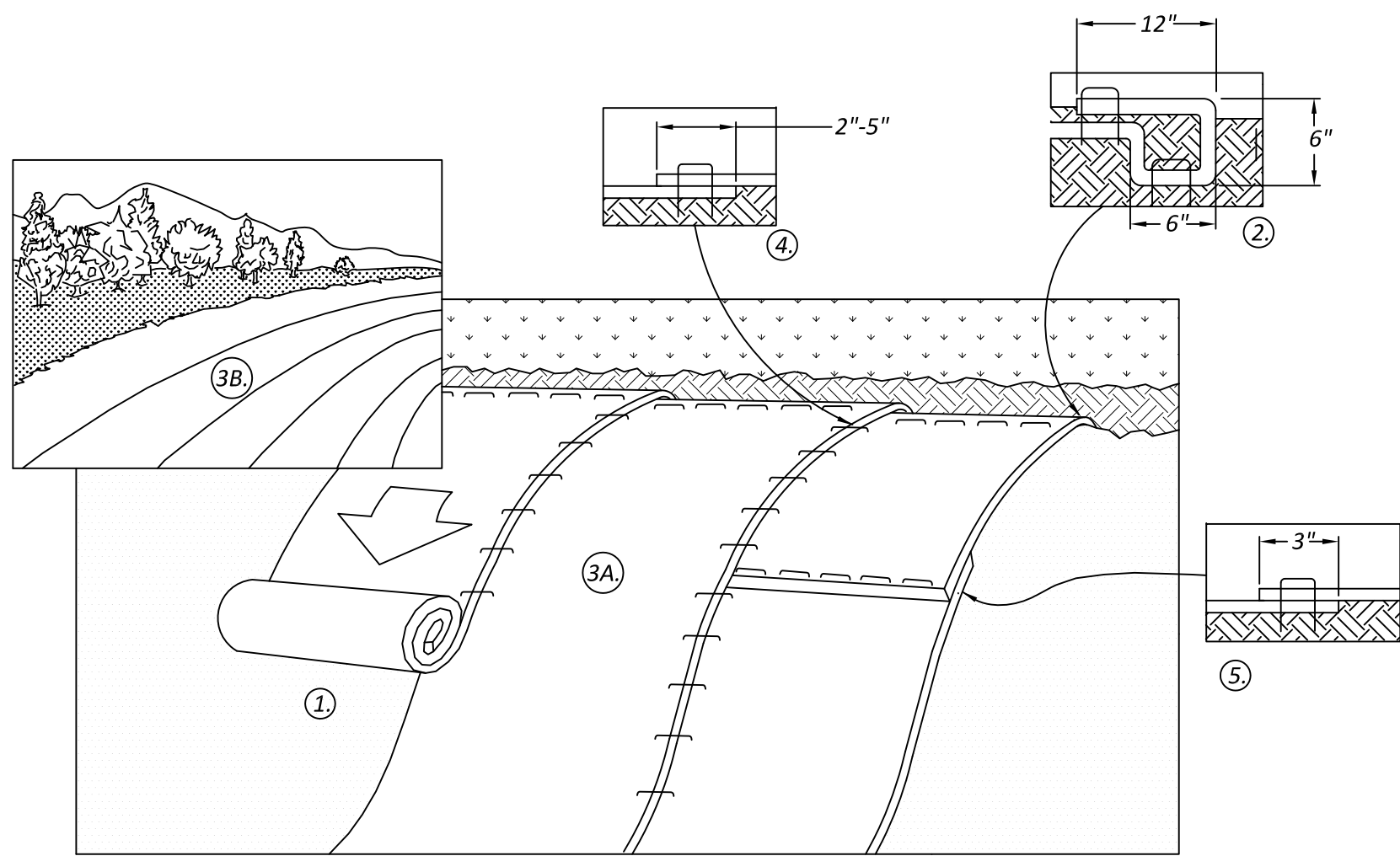
SILT FENCE NOTES

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. WOODED 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 WOODED POSTS WITH 0.5 INCH STAPLES IN AT LEAST 3 PLACES, OR WITH WOODED 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 SPICED 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 ROAD EROSION
GEORGIA, VERMONT**

EROSION PREVIENTION & SEDIMENT CONTROL DETAILS



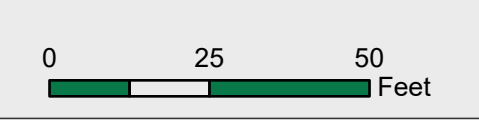
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DATE:	6/19/24	CHECKED BY:	AT/TMC	SHEET:	3 OF 3



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



Legend

- Drainage Areas
- 1ft Contour Lines



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

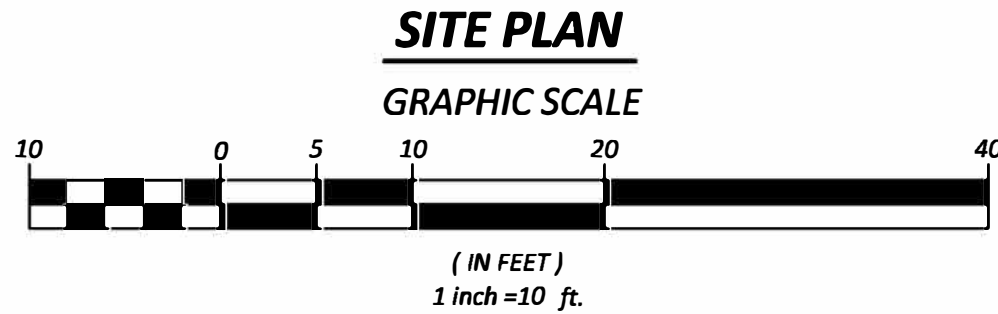
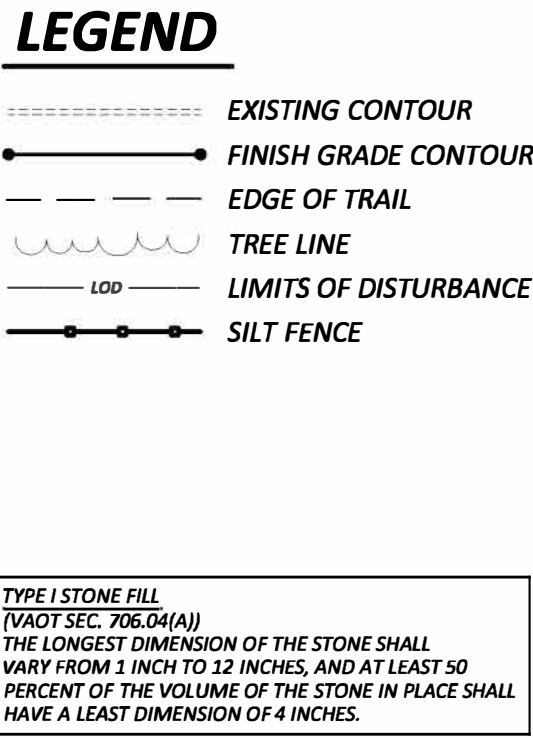
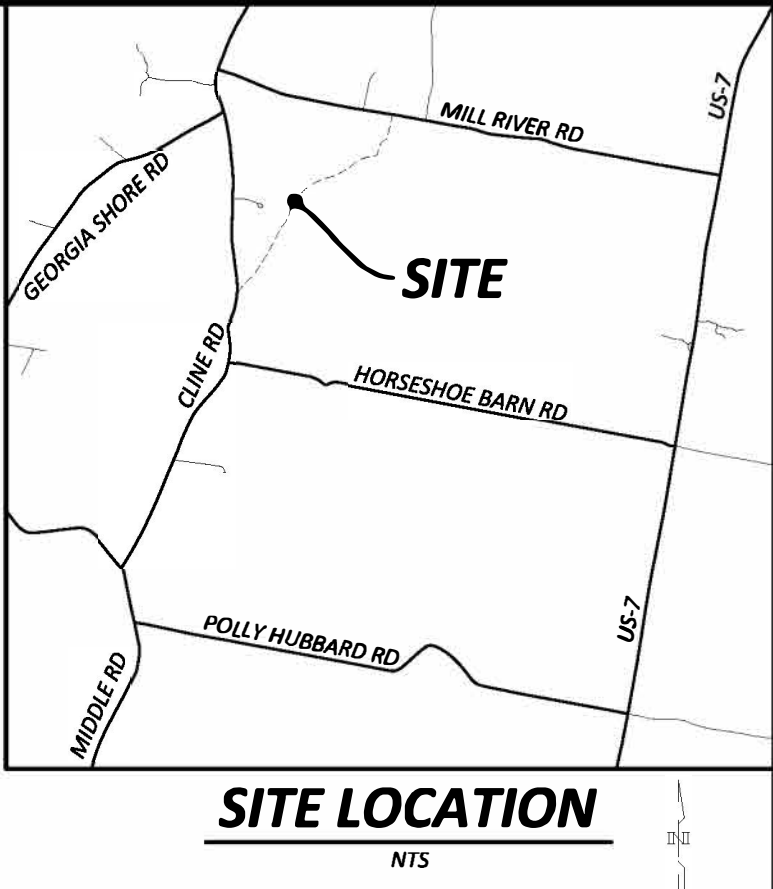
Frequency: Quarterly for first year, then annually

- 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.



FALLS ROAD EROSION
GEORGIA, VERMONT

Operation and Maintenance Plan

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DATE:	6/19/24	CHECKED BY:	AT/TMC	SHEET:	1 OF 3

FALLS TRAIL RD-GEORGIA/FALLS TRAIL.dwg

NOTE

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



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 ³)	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	23.37

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	ft³
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		
<p>Please select the most representative project type from the drop-down list to the right.^{1,2} If multiple BMPs are included in the project, please list below:</p> <p>Gully/stormwater remediation on a Town legal trail</p>	Forestry-Design	
<p>Is the project type an eligible project type for the funding program you are applying to as listed in column B of the CWIP Project Types Table?</p> <p>(Answer must be YES to proceed)</p>	<p>Yes</p> <input checked="" type="radio"/>	<p>No</p> <input type="radio"/>
<p>Does the project meet the project type definitions and minimum standards as provided in column C of the CWIP Project Types Table?</p> <p>(Answer must be YES to proceed)</p>	<p>Yes</p> <input checked="" type="radio"/>	<p>No</p> <input type="radio"/>
<p>Will the project result in the standard performance measures, milestones, and deliverables as defined by project type in columns D-F of the CWIP Project Types Table?</p> <p>(Answer must be YES to proceed)</p>	<p>Yes</p> <input checked="" type="radio"/>	<p>No</p> <input type="radio"/>
<p>Is the project listed as an ineligible project or activity in the CWIP Funding Policy? If Yes, please explain below how project meets the allowable exceptions within the CWIP Funding Policy.</p> <p>(Answer must be NO to proceed, unless reasonable justification is provided above)</p>	<p>Yes</p> <input type="radio"/>	<p>No</p> <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,

¹ 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.

² 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 Impacts³

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.⁴

- 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.⁵ 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

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

⁴ 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.

⁵ 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?⁶
 - b. What type might be needed? (e.g., a general or individual permit?)⁷
 - c. What concerns were voiced by permitting staff?
 - d. How will the proposed scope of work address these concerns?⁸

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

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

⁷ 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.

⁸ Examples could include planned design changes or inviting permitting staff to stakeholder meetings.

⁹ 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."

¹⁰ 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.

level (shoreline) of a lake or pond? ¹¹		
<p>If yes, you might need either a Shoreland Protection Act Permit or a Lake Encroachment Permit. Use the Water Quality Project Screening Tool to find the Lakes and Ponds Program contact for your project's region.</p> <p>Regulatory Point of Contact Name/Position:</p>		
III. Rivers, River Corridors, and Flood Hazard Areas		
<p>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 area¹²? (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.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>
<p>If yes, you will need to speak with a Floodplain Manager. Use the Water Quality Project Screening Tool to find the Floodplain Manager for your project's region.</p> <p>Regulatory Point of Contact Name/Position:</p> <p>Staci Pomeroy River Scientist 12-14-22</p>		
<p>2. Is any portion of the project site within a perennial river or stream channel? ¹³</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>
<p>If yes, you will need to speak with a Stream Alteration Engineer. Use the Water Quality Project Screening Tool to find the Stream Alteration Engineer for your project's region.</p> <p>Regulatory Point of Contact Name/Position:</p>		
IV. Wetland		

¹¹ 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."

¹² 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.

¹³ 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."

1. Does the Wetland Screening Tool¹⁴ provide a result of wetlands likely, very likely, or present at the project site?	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> Yes <input type="radio"/> </div> <div style="text-align: center;"> No <input checked="" type="radio"/> </div> </div>
2. Does your project site involve land that is in or near an area that has <u>any</u> of the following characteristics: o Water is present – ponds, streams, springs, seeps, water filled depressions, soggy ground under foot, trees with shallow roots or water marks? 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? 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 Landowners Guide to Wetlands for additional information on identifying wetlands onsite.)	<div style="display: flex; flex-direction: column; justify-content: space-around;"> <div style="text-align: center;"> Yes <input type="radio"/> </div> <div style="text-align: center;"> No <input checked="" type="radio"/> </div> <div style="text-align: center;"> Not Sure <input type="radio"/> </div> </div>
<p>If you answered yes or not sure to <u>either</u> of the above questions, you will need to contact your District Wetlands Ecologist using the Wetland Inquiry Form. 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 yes or not sure 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 Vermont Wetland Rules 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>Regulatory Point of Contact Name/Position:</p>	
1. Is your project a Wetland Restoration project type?	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> Yes <input type="radio"/> </div> <div style="text-align: center;"> No <input checked="" type="radio"/> </div> </div>
<p>If you answered yes, under the Vermont Wetland Rules you will need an “allowed use” determination from the DEC Wetlands Program. Contact your District Wetlands Ecologist using the Wetland Inquiry Form.</p> <p>Regulatory Point of Contact Name/Position:</p>	
V. Fish and Wildlife	
<p>State law protects endangered and threatened species. No person may take or possess such species without a Threatened & Endangered Species Takings permit.</p> <p>1. Does your project involve cutting down trees larger than 5 inches in diameter in any of the following towns? 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>	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> Yes <input type="radio"/> </div> <div style="text-align: center;"> No <input checked="" type="radio"/> </div> </div>

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

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

¹⁵ 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.

¹⁶ 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	
Landowner and Operation and Maintenance Responsible Party Support. 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"/>
Budget. Project budget includes ineligible expenses. (Answer must be NO to proceed)	Yes <input type="radio"/> No <input checked="" type="radio"/>
Leveraging. 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"/>
Funding Program Specific Eligibility. 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 jurisdictional farm operation ¹⁷ ? Complete a preliminary review to	<input type="radio"/> Yes - Proceed to next question below.

¹⁷ Jurisdictional farm operations are required to meet Vermont's Required Agricultural Practices (RAPs).

<p>determine if it is a jurisdictional farm operation, and any case that requires consultation with AAFFM will occur via the farm determination process. Please note this form must be submitted by the farm operation/landowner seeking the determination.</p>	<p><input checked="" type="radio"/> No¹⁸ - There is no additional requirements related to agricultural review for these projects.</p>
<p>2. Is the proposed project an agricultural project?</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"/> Yes - Agricultural Projects on jurisdictional farms are not an eligible project type. You can provide a referral to an applicable state or federal agricultural assistance program, or a local organization.</p> <p><input checked="" type="radio"/> No - 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 (VAAFM) to ensure a consistent approach on farms statewide that follows rules, regulations, and laws in place. Please follow Steps 1 & 2 below.</p> <p>Step1- Please submit a detailed description of the project, project site, project details, landowner, farm operation, and any other relevant information to VAAFM at AGR.WaterQuality@Vermont.gov .</p> <p>Step2- 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>
<p>Agricultural Project Review Status & Summary:</p>	
<p>Check as Applicable</p>	<p>Status</p>
<p><input type="checkbox"/></p>	<p>Submitted/ Pending</p>
<p><input type="checkbox"/></p>	<p>Approved</p>
<p><input type="checkbox"/></p>	<p>Denied</p>

¹⁸ 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 VAAFM.

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 work 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

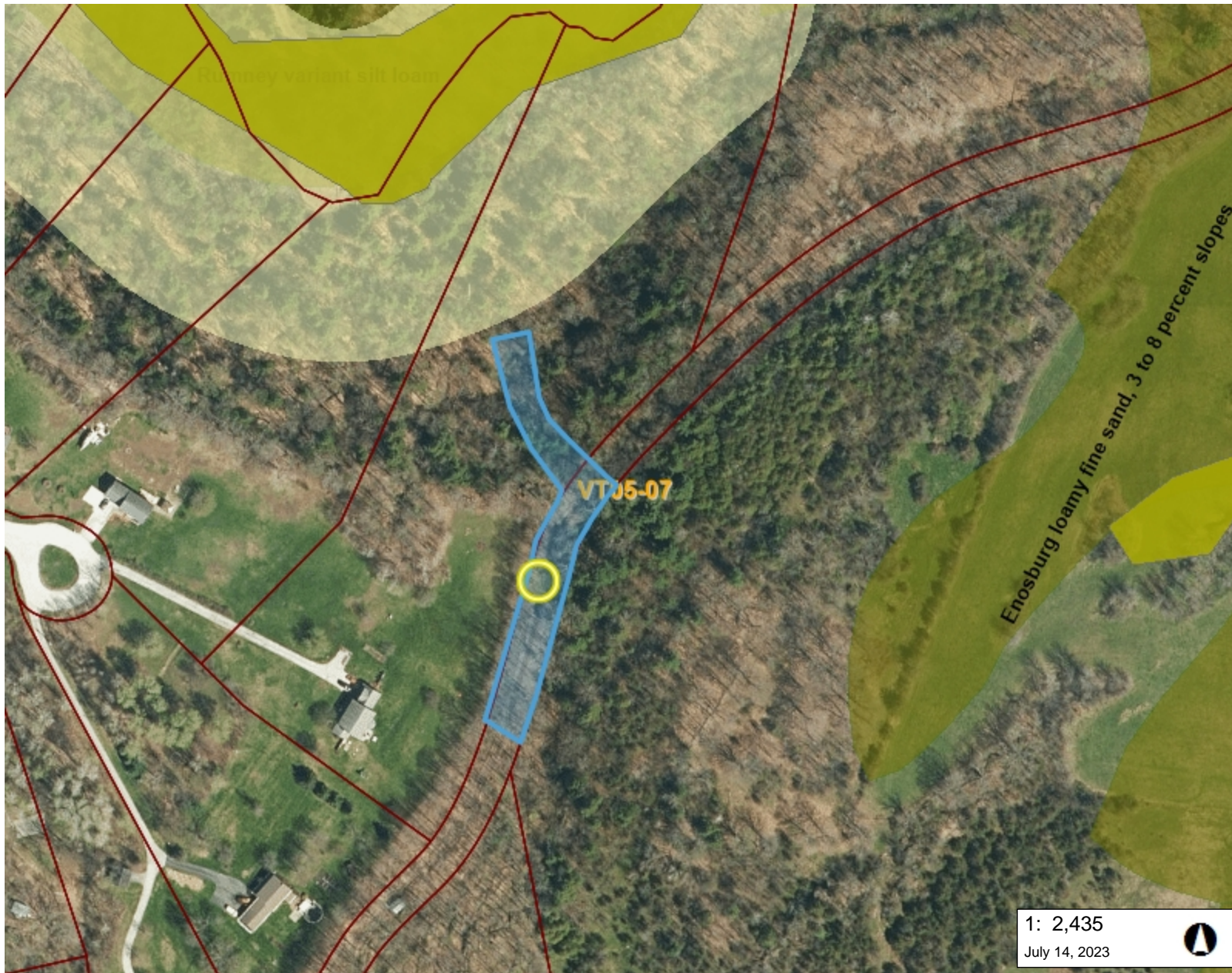
Wetland - VSWI

- 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

© Vermont Agency of Natural Resources

1" = 203 Ft. 1cm = 24 Meters

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

7/1/2024

Opinion of Probable Costs



<i>Vtrans Code</i>	<i>Item</i>	<i>Description</i>	<i>Amount</i>	<i>Unit</i>	<i>Amount</i>	<i>Unit</i>	<i>Total</i>
General Construction							
Site Preparation							
653.475	Silt Fence	Silt fence	115	LF	\$ 4.51	\$/LF	\$ 519
Subtotal:							\$ 519
Stone Channel							
203.15	Common Excavation	Excavation of stone channel	25	CY	\$ 18.27	\$/CY	\$ 460
613.10	Stone Fill (type I)	Stone fill for top 12" of stone channel	38	CY	\$ 70.81	\$/CY	\$ 2,691
301.25	1-1/2" Coarse Aggregate	Crushed stone	31.5	CY	\$ 52.07	\$/CY	\$ 1,640
301.15	Crushed Gravel	Base of stone channel	12.6	CY	\$ 75.00	\$/CY	\$ 945
NA Allowance for Difficult Access		Additional cost added for challenging access (40%)		%	40%	\$	\$ 2,295
Subtotal:							\$ 8,031
Plunge Pool							
203.15	Common Excavation	Excavation for plunge pool	15	CY	\$ 18.27	\$/CY	\$ 270
613.10	Stone Fill (type I)		5	CY	\$ 70.81	\$/CY	\$ 354
NA Gabion Cages		2' x 2' x 4' Gabion Cages	25	Each	\$ 30.00	\$/Each	\$ 750
613.10	Stone Fill (type I)	Gabion Stone	14.82	CY	\$ 70.81	\$/CY	\$ 1,049
541.22	Concrete Gabion Footers	Concrete, Class A	4	CY	\$ 2,160.23	\$/CY	\$ 9,354
507.11	Reinforcing Steel, Level I	1/2 " Steel rebar for Gabion wall concrete footing	162	LB	\$ 2.02	\$/LB	\$ 327
Subtotal:							\$ 11,778
Basin							
203.15	Common Excavation	Excavation of basin	148	CY	\$ 18.27	\$/CY	\$ 2,707
18" HDPE Pipe		Culvert to basin	20	LF	\$ 100.00	\$/LF	\$ 2,000
653.20	Erosion Blanket	Erosion control blanket for side slopes	167	SY	\$ 3.26	\$/SY	\$ 544
613.10	Stone Fill (type I)	Rip-rap aprons	1	CY	\$ 70.81	\$/CY	\$ 71
Subtotal:							\$ 5,251
Miscellaneous							
203.15	Common Excavation	Excavation for water bars	7	CY	\$ 18.27	\$/CY	\$ 132
NA Seed (Vermont Conservation Seed Mix)		Grass seed coverage	8	LB	\$ 14.00	\$/LB	\$ 112
Subtotal:							\$ 244
Subtotal Construction Cost:							\$ 25,822
Mobilization/Demobilization (5%)							\$5,000
Contingency (40%)							\$10,329
Total (rounded to the next highest \$1,000) =							\$42,000

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

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

BASE BID – Infiltration Basin Treatment System

TOTAL AMOUNT IN FIGURES: \$ _____

BASE BID – Plunge Pool with two Gabion Check Dams

TOTAL AMOUNT IN FIGURES: \$ _____

BASE BID – Stormwater Conveyance (culvert with stone aprons, waterbars, stone in gully)

TOTAL AMOUNT IN FIGURES: \$ _____

TOTAL BID

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

_____(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 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

_____(Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

Print Name

Title

Attest: _____
Signature

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.⁽¹⁾ 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.

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended.

To: Chittenden County Regional Planning Commission (AGENT of the OWNER)

And To:

(CONTRACTOR)

Date of Substantial Completion: _____

The WORK performed under this CONTRACT has been inspected by authorized representatives of the OWNER, CONTRACTOR, and ENGINEER, and the Project is hereby declared to be substantially completed on the above date.

If a tentative list of items to be completed or corrected is appended hereto, the failure to include an item on it does not alter the responsibility of the CONTRACTOR to complete all the WORK in accordance with the CONTRACT DOCUMENTS and CONTRACT TIME.

Recommended By:

ENGINEER

ENGINEER AUTHORIZED REPRESENTATIVE DATE

Approved By:

Chittenden County Regional Planning Commission

AGENT of the OWNER AUTHORIZED REPRESENTATIVE DATE

The CONTRACTOR accepts the above Certificate of Substantial Completion:

CONTRACTOR AUTHORIZED REPRESENTATIVE DATE

EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:

ATTACHMENTS: 1) Punch List Dated: _____

Consent of Surety to Release Final Payment (AIA G707 or equivalent) is to be submitted with final payment request. This form is provided by the CONTRACTOR'S Bonding Company.

CERTIFICATE OF FINAL COMPLETION OF WORK

CONTRACT NO. _____ AGREEMENT DATE: _____

CONTRACT DESCRIPTION: STORMWATER IMPROVEMENTS

COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS:

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)