

City Manager..... (802) 334-5136
City Clerk/Treasurer 334-2112
Public Works/Parks 334-2124
Zoning Adm./Assessor 334-6992
Recreation 334-6345
Fax..... 334-5632



City of Newport
222 Main Street
Newport, Vermont 05855
www.newportvermont.org

Newport City Council Meeting
Council Meeting Agenda
Monday, June 17, 2024, beginning at 6:00 p.m.
Newport City Council Room

Google Meet joining info

Video call link: <https://meet.google.com/wuu-yohj-osv>

Or dial: (US) +1 252-427-2024 PIN: 667 774 022#

City Council: Linda Joy Sullivan, Mayor
Chris Vachon, Council President
Kevin Charboneau
Clark Curtis
Rick Ufford-Chase

James D. Johnson, City Clerk/Treasurer
Jonathan DeLaBruere, City Manager

1. Call the Council Meeting to Order
2. Additions/Deletions to the Agenda
3. Consent Agenda
 - a. Regular meeting minutes of June 3, 2024
 - b. Payroll Warrant: June 13, 2024
 - c. Accounts Payable Warrants: June 3, 2024, June 10, 2024, June 14, 2024
 - d. Liquor Licenses / Vendor Permits / Special Events Permits
4. Audio/Visual Recording Policy - Discussion
5. Bluff Road Pump Station Advertisement for Bids - Anticipated VOTE
6. Gardner Park Soil Remediation Loan - Anticipated VOTE
7. Laramie Water Resources Agreement - Discussion
8. City Timeline on Projects - Update
9. PD Vest Payment from Reserve Fund - Anticipated VOTE
10. Newport Downtown Development (Multiple Items) - Anticipated VOTE
11. Personnel Matters - Potential Executive Session (1 V.S.A. § 313(a)(1)(B))
12. Fire Department Personnel Matters - Potential Executive Session (1 V.S.A. § 313(a)(1)(B))
13. Comments by Members of the Public
14. New Business
15. Old Business
16. Set next meeting: Regularly Scheduled Council Meeting: July 1, 2024
17. Adjourn

Newport City Council Meeting Participation Guidelines

Newport City Council meetings are for the purpose of allowing Council members to conduct City business. Distinct from public hearings or town meetings, City Council meetings are held in public, but are not meetings of the public. City Council meetings are the only time the City Council members have to discuss, deliberate and decide upon City matters. In an effort to conduct orderly and efficient meetings, the Mayor kindly requests your cooperation and compliance with the following guidelines:

1. Please be respectful of each other, Council members, city staff, and the public.
2. Please raise your hand to be recognized by the Mayor. Once recognized, please state your name and address or affiliation.
3. Please address only the Mayor and not members of the public, staff, or presenters.
4. Please abide by any time limits. Time limits will be used to ensure everyone is heard and that there is sufficient time for the Council to complete their agenda within a reasonable timeframe.
5. The Mayor will make a reasonable effort to allow everyone to speak once before speakers address the Council a second time per the limited 2 minute timeline adopted on January 23, 2017.
6. Once public comment has been heard, discussion will be limited to the City Council members.
7. Please do not interrupt or mock other speakers or otherwise exhibit disruptive behavior during the City Council meeting.
8. Please do not repeat the points made by others, except to indicate agreement or disagreement with other views.
9. Please use the hallway for side conversations. It is difficult to hear speaker remarks when side conversations are occurring in the Council Chamber.
10. Presentations to the Council are not open to public comment. However, per the policy adopted on December 21, 2015, matters on the agenda requiring a vote are open to public comment immediately prior to the Council vote.
11. Individuals who do not abide by these procedures will be asked to leave the Council Chamber.

City Manager (802) 334-5136
334-3891
City Clerk/Treasurer 334-2112
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Fax 334-5632



City of Newport
222 Main Street
Newport, Vermont 05855

City Manager Report - June 17, 2024

Participated in the June 3 regular city council meeting.

Held a staff meeting with the leadership team on June 4. The focus of this staff meeting was to unpack the City Council meeting from the evening before and go over any decisions that may have an impact on departments. We also discussed a request from Tom Latta and the Memphremagog Watershed Association to be a participant in the Vector Lake Program. Staff is continuing this conversation with MWA and then would bring it to council in July for a discussion and decision.

Participated in a meeting with Newport City Downtown Development (NCDD) Economic Development Task Force where the major topic was holding an initial meeting with VHB as the selected consultant for the Enhanced Master Plan.

Worked on multiple public records requests which includes tasks such as documentation collection, organization, review/redaction, and distribution.

Reviewed invoices that were coded and approved by department heads and submitted to the City Treasurer for payment.

Held a staff meeting with the leadership team on June 11. The focus of this staff meeting was to review the draft agenda for the June 17 City Council meeting to see if any items need to be added. We also discussed roadway related issues, facility concerns, and key projects updates.

Worked on three different grant applications including the engineering costs for the City's five sites for the 3-acre permit, Vermont Agency of Transportation's Bicycle & Pedestrian program for a scoping study, and Transformational Tourism, Events, and Regional Marketing T-Term Grant to add new docks to the Gateway Center/City Dock facility. The following is a breakdown of the grant funding I have applied to during the first three months of my time here in Newport.

- ARPA 3-Acre Permit Assistance Grant - \$87,500
- VTrans Bike/Pedestrian Grant - \$60,000
- T-Term Grant - \$150,000

Total Funding: \$297,6500

Both Tom Bernier and I met with Liz Royer, Executive Director of Vermont Rural Water Association. We discussed the two recent sludge releases and how the city can best move forward following these incidents to ensure something like this doesn't happen again.

Put together the June 17 Regular City Council meeting agenda and associated items for inclusion in the packet.

Department Head Updates:

1.) Recreation - Director Mike Brown

- The Carnival was a huge success considering the weather. We will work on getting them back for next season.
- We continue to hire and train Prouty Beach Hospitality Hosts and plan on being fully staffed again this week.
- Day camp staff training begins next week with CPR/ first aid/ emergency procedures/ customer service training.
- Playground equipment at Prouty will be scrubbed and cleaned off.
- Playground equipment for Gardner Park has arrived.
- We are still in search of a hay wagon for Haunted Woods
- Upcoming Events:
 - Summer Band Concerts in the Gazebo every Thursday starting June 20th
 - Story time with Ms. Joanne in the Gazebo every Thursday morning
 - Pride Fest: June 23rd
 - 4th of July concert/ roller skating/ fireworks: July 4th
 - Memphremagog Festiva: July 26th

2.) Police - Chief Travis Bingham

- Various meetings-SIU Board meeting for budget approval. Met with the new Headmaster at UCA, Travis Gaines. Talked about school safety, protocols, exercises and community involvement with the school.

- Carnival at Gardner Park was successful from a policing stand point. Foot patrols were done throughout the weekend with no incidents to report.
- The Coast Guard will be doing some patrols on the lake over the summer. I brought them around the lake to learn the coverage area and talk about their ops planning.
- SIU Golf Tournament-we had our 3rd annual "Swing Fore Kids Classic" at Newport Country Club and raised over \$14,000.00 for our local child advocacy center. Tournament was a great success thanks to the support from local businesses and players. 20 Teams total.
- Bears - I sent an email to city officials and posted a PSA about the bears that have been seen on the west side of the city.
- Training at the shooting range in Derby for two days. Yearly qualifications along with other aspects of firearms training. Training instructors in house are Sgt. Moulton, Ofc. D. Jacobs and Ofc. Smith.
- Policing Front:
 - Various crimes and arrests were made to include; Drugs-Cocaine Poss. Multiple Violations of Conditions Release, Arrest on Warrants, DUI's, Lewd and Lascivious conduct, Assault, Home improvement fraud, Resisting arrest and Larceny.
 - NCUHS Graduation was held on June 8th. 1 and 4 other officers were present for this event.
 - Directed Patrols for Traffic Enforcement.
 - Officer Lancaster stood by for Newport City Elementary 6th grade Graduation Ceremony.

3.) Fire - Interim Chief Jonathan DeLaBruere

- Began holding Fire Chief office hours at the Fire Station Monday through Friday from 2PM-4PM. This time will be spent answering emails, phone calls, doing apparatus checks, station/equipment maintenance and cleaning, incident and NFIRS reports, and other fire department administrative tasks.
- Responded to a porch fire at a multi-family apartment building on June 3 during the City Council meeting. Newport City Fire responded and Derby Line Fire was requested to provide assistance.
- Held first officers meeting (June) as Interim Chief.

- Scheduled aerial 100 hour service, pump testing, and hose testing. Working to get all state inspections current on the apparatus.
- Worked with the Vermont Fire Academy to get a Surface Water Rescue Technician with Boat Operations Course scheduled for Newport City and the surrounding area.
- Coordinated getting the UTV up to Walt's Sales and Service to take the tracks off and put the tires on.
- Incidents (June 2-June 15)
 - Agency Assist (1)
 - Structure Fire (1)
 - Disabled Vehicle (1)
 - Fire Alarm (5)
 - Motor Vehicle Accident (1)

4.) Planning & Zoning - Frank Cheney

- Zoning

The Planning Commission has completed its work on Newport's Draft Unified Development Regulations scheduled to be submitted to the State of Vermont in the next few weeks. The next Planning Commission and Historic Preservation Committee meetings are scheduled for June 18, 2024, at 6:30 the public is always welcome.

- Property Tax Assessment

The State of Vermont PVR has notified me that the official Mandated Municipal Reappraisal Orders have been mailed out and I am anticipating receipt of Newport's order early next week. The order will initiate the formal preparation process required to move Newport towards a full reappraisal of all property within city limits.

5.) Public Works - Director Thomas Bernier

- EPA/State Water System Lead and Copper Rule. The city will initiate an entire water system inspection of every water service line within our system. A city mailing of our water and sewer bill has a Public Notice attached requesting property owners' assistance with us to gather the needed information required with the Lead and Copper Rule. Please help the Public Works Department by reading this Public Notice and if possible, do a water line self-assessment and email us back with the needed information.

- We started our property investigations for the lead & copper inventory. We would appreciate property owners' help during this time-consuming process.
- Gardner Park playground remediation was stalled because of nesting birds but hope to continue very soon.
- The municipal building parklet electronic kiosk is scheduled to be installed the week of June 17th.
- The Derby Road water tower project has started with the clearing of the water tower site. Water pipe and connections will start the week of June 17th.
- Gardner Park softball field #1 electrical conduit was installed for a new electronic scoreboard, which was purchased through a Columbia Forest Products Grant. The scoreboard will be installed in a few weeks.
- The State yearly yellow center lines, and white edge lines, and lane lines for Class 1 roads were completed this week. This is a yearly State program that saves municipalities tax money. We are at the mercy of their scheduling as to when it is completed.

Council Minutes

June 3, 2024

A duly warned meeting of the Newport City Council was held on Monday, June 3, 2024, in the council room in the Newport Municipal Building. Present were Mayor Linda Sullivan, Council President Chris Vachon, Council Members Kevin Charboneau, Rick Ufford-Chase, and Clark Curtis, City Manager Jonathan DeLaBruere, City Clerk/Treasure James Johnson, Public Works Director Tom Bernier, City Attorney Beriah Smith, Dave LaForce, members of the Press and Public.

Mayor Sullivan called the meeting to order at 6:04 pm.

Additions/Deletions to the Agenda

None

Consent Agenda

Mr. Vachon moved to approve the Consent Agenda including changes. Seconded by Mr. Ufford-Chase, motion carried.

Council Minutes May 20 & 28, 2024

Payroll Warrants May 16 & 30, 2024

Accts. Payable Warrants May 20, 27 & 31, 2024

Liquor Licenses, Vendor Permits, Special Event Permits

Audio/Visual Recording Policy

The council discussed the policy with the city attorney. The discussion centered around section 4-Secret Recording and Section 5-C Exceptions. Attorney Smith will work on the questions /comments and the policy will be on the next agenda.

3-Acre Permit

The council discussed the Storm Water run off on sites of three acres or more. The city has five sites that are more than three acres. Engineering Grants are available.

Proposal for Newport Master Plan Update

Dave LaForce updated the council on the Newport Master Plan. RFPs were sent out. One solid proposal was received from VHB. The proposed plan will be completed by September 30, 2024. Mr. LaForce would like approval tonight so they can get the project started. Mr. Vachon moved to approve the Master Plan as presented and authorize the mayor to sign the documents. If the Mayor is not available, the Council President may sign. Seconded by Mr. Curtis, motion carried.

Wastewater Treatment Facility

The council discussed the two recent leaks from the Sludge Press at the facility with Mr. Bernier. The possibility of installing an automatic alarm system and training for the plant employees was discussed. Mr. Bernier is running an overflow pipe from the press to an open tank as a safety measure.

Bike/Pedestrian Grant Application/Letter of Support

Mr. DeLaBruere stated that there are VTrans grants available to study adding additional routes or extending the Bike Path. The deadline for the grant is June 14, 2024. Mr. Curtis moved to authorize the City Manager to explore and proceed with the grant application and authorize the mayor to sign the letter of support for the study. Seconded by Mr. Vachon, motion carried.

Personnel Policy Discussion

Mr. DeLaBruere has talked with half of the non-union employees and found that there are two major points of contention, no grievance process and overtime after 8 hours vs after 40 hours. Mr. Charboneau noted that the last time we had spoken to the employees the grievance was in there when it was presented to the council it was not. He wondered why it was taken out and who authorized its removal. Mayor Sullivan will discuss this with the attorney.

City Assets Update

Mr. DeLaBruere noted that the Police chief, Fire Chief and the Public Works Director all have city vehicles for their own use. The Police Chief, Public Works Director and the City Manager all have city issued cell phones, and the Police Dept, Public Works and the City Manager have credit cards. Mayor Sullivan asked who is authorized to charge to a city account at businesses. Mr. DeLaBruere will get a list.

Fire Department Personnel Matters

Mr. Curtis moved to enter executive session for Fire Department personnel matters. 1 V.S.A. 313(a)(1). Seconded by Mr. Ufford-Chase, motion carried.

No action.

Mr. Vachon moved to authorize the City Manager to explore personnel matters and take appropriate action to ensure the safety of the Fire Department. Seconded by Mr. Ufford-chase motion carried.

City Litigation

Mr. Vachon moved to enter executive session to discuss city litigation 1 V.S.A. 313(a)(1)(E). Seconded by Mr. Ufford-chase, motion carried.

No action.

Comments by the Public

Pam Ladds commented on the Water Quality insert in the last water bill.

Jennifer Bjurling commented on the Audio/Visual policy and the grievance section being removed from the Personnel policy.

New Business

Mr. Vachon noted how beautiful Memorial Day was and thanked the Recreation and Public works Departments.

Mr. Ufford-Chase noted the Newport Downtown Development Annual Meeting, June 19th from 5:30 to 7:30 at the Eastside Restaurant.

Mr. Curtis read a statement regarding Mr. Charboneau filing of a criminal complaint against him and accused Ms. Bjurling of collaborating with Mr. Charboneau. Mr. Charboneau stated he had filed the complaint and if there is nothing there, he will withdraw it. Ms. Bjurling stated she had nothing to do with it and that naming her is slander.

Old Business

Mr. Curtis stated that he and the mayor have filed a complaint against Ms. Bjurling law license.

Mr. Ufford-Chase would like to revisit the hiring of a Fire Chief.

Mayor Sullivan noted that the query about the missing head stone has been solved. Mr. Chenette found that it belongs in an old cemetery in Canada.

Next Meeting Date

Mr. Vachon moved that the next meeting date be June 17, 2024, at 6:00pm. Seconded by Mr. Ufford-Chase, motion carried.

Adjournment

Mr. Curtis moved to adjourn at 8:35 pm. Seconded by Mr. Ufford-Chase, motion carried.

Attested _____ This _____ Day of June 2024

Mayor

06/13/24
09:59 am

City of Newport Payroll
Check Warrant Report #
Check date 06/13/24 to 06/13/24

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stherrien

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
BENND0	BENNETT, DONNA J.	19454	06/13/24	606.19	0.00
BERNTH	BERNIER, THOMAS L.	E2088126	06/13/24	0.00	2411.53
BINGTR	BINGHAM, TRAVIS R.	E2088102	06/13/24	0.00	2265.72
BOOSLE	BOOSKA, LEVI A.	E2088127	06/13/24	0.00	1373.27
BOUCBE	BOUCHER, BENJAMIN G.	E2088128	06/13/24	0.00	1435.37
BRASAR	BRASSARD, ARNOLD J.	19461	06/13/24	353.73	0.00
BROWMI	BROWN, MICHAEL E.	E2088141	06/13/24	0.00	1655.98
BRYASC	BRYANT, SCOTT A.	E2088116	06/13/24	0.00	1603.01
BURDRO	BURDICK, ROBERT A., JR	E2088129	06/13/24	0.00	1414.32
CAMBTU	CAMBER, TUCKER J.	E2088130	06/13/24	0.00	1431.35
CARRER	CARRIER, ERIC A.	E2088136	06/13/24	0.00	1899.74
CHENFR	CHENEY, FRANCIS E., III	19448	06/13/24	1692.83	0.00
CHURRO	CHURCHILL, ROBYN D. H.	19447	06/13/24	1243.52	0.00
COLLDA	COLLINS, DANIEL F.	19450	06/13/24	1557.64	0.00
COTNQU	COTNOIR, QUINCY E.	19457	06/13/24	331.70	0.00
CROWNI	CROWLEY, NICOLE A M.	19455	06/13/24	109.89	0.00
CROWNI	CROWLEY, NICOLE A M.	19456	06/13/24	337.05	0.00
Total of 2 items for CROWNI				446.94	0.00
DALEMI	DALEY, MICHAEL, II	19458	06/13/24	593.66	0.00
DELAJO	DELABRUE, JONATHAN D.	E2088099	06/13/24	0.00	2106.61
DESRCA	DESROCHERS, CAMERON J.	19460	06/13/24	502.59	0.00
DILLTR	DILLON, TRAVIS J.	E2088131	06/13/24	0.00	1661.67
FARINI	FARIAS, NICHOLAS J.	E2088151	06/13/24	0.00	1067.20
FINNPA	FINN, PATRICK W.	E2088142	06/13/24	0.00	1421.17
FLYNKU	FLYNN, KURK O.	E2088117	06/13/24	0.00	2178.67
GLODAD	GLODGETT, ADAM L.	E2088135	06/13/24	0.00	1506.42
GOSSRO	GOSSELIN, ROBERT J.	E2088149	06/13/24	0.00	1337.97
GOSSROG	GOSSELIN, ROGER M.	E2088123	06/13/24	0.00	310.30
GRENLE	GRENIER, LEO C., III	19451	06/13/24	1750.65	0.00
GRUBRO	GRUBE, ROSS E.	E2088137	06/13/24	0.00	1826.37
GUYEDA	GUYER, DAVIS M.	E2088103	06/13/24	0.00	2010.64
HERMJA	HERMAN, JASON M.	E2088138	06/13/24	0.00	1990.09
HORNDU	HORNE, DUSTIN J.	E2088121	06/13/24	0.00	1011.01
JACODA	JACOBS, DAVID M.	E2088104	06/13/24	0.00	2850.21
JACOTA	JACOBS, TANNER D.	E2088105	06/13/24	0.00	1972.87
JOHNJA	JOHNSON, JAMES D.	E2088100	06/13/24	0.00	1881.88
KEITNI	KEITHAN, NICHOLAS N.	E2088106	06/13/24	0.00	1939.45
KEMPSA	KEMPTON, SARA L.	E2088143	06/13/24	0.00	278.66
LACOTA	LACOURSE, TAMMY L.	E2088124	06/13/24	0.00	155.14
LANCRJ	LANCASTER, ROYCE J., JR	E2088134	06/13/24	0.00	239.14
LANCRO	LANCASTER, ROYCE E., SR	E2088107	06/13/24	0.00	2390.28
LECLJJ	LECLAIR, JAMES A., JR	E2088108	06/13/24	0.00	2244.98
LEFEAA	LEFEBVRE, AARON M.	E2088109	06/13/24	0.00	1899.56
LEINEM	LEINOFF, EMILY R. L.	E2088118	06/13/24	0.00	2159.68
LILLJO	LILLIS, JOSHUA S.	E2088110	06/13/24	0.00	1979.41
MARCCO	MARCOUX, COREY J.	E2088132	06/13/24	0.00	917.37
MARSJA	MARSH, JARED A.	E2088140	06/13/24	0.00	1687.15
MARSLO	MARSH, LONI R.	E2088144	06/13/24	0.00	483.21

06/13/24
09:59 am

City of Newport Payroll
Check Warrant Report #
Check date 06/13/24 to 06/13/24

Page 2 of 2
stherrien

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
MAYHCO	MAYHEW, COLLEEN A.	19453	06/13/24	250.54	0.00
MCKEDO	MCKENNY, DOUGLAS G., JR	19452	06/13/24	1500.88	0.00
MICHJA	MICHAUD-MUSGROVE, JACOB C.	E2088148	06/13/24	0.00	151.04
MILLER	MILLER, ERIC R.	E2088119	06/13/24	0.00	1696.88
MORIJO	MORIN, JONATHAN L.	E2088111	06/13/24	0.00	2850.03
MOULCH	MOULTON, CHARLES D.	E2088112	06/13/24	0.00	2348.72
PATEAN	PATENAUDE, ANDREW M.	E2088133	06/13/24	0.00	1659.18
QUARHE	QUARLES, HENRY A., III	E2088139	06/13/24	0.00	870.77
RIVARO	RIVARD, ROBERT L.	E2088145	06/13/24	0.00	986.72
RIVENI	RIVERS, NICHOLAS R.	E2088113	06/13/24	0.00	2830.61
RONDJ0	RONDEAU, JOSEE	E2088146	06/13/24	0.00	691.49
ROWEJO	ROWE, JONATHAN M.	19462	06/13/24	361.70	0.00
SAAMAB	SAAMAN, ABRAHAM J.	E2088122	06/13/24	0.00	1352.88
SMITCO	SMITH, CODY M.	E2088114	06/13/24	0.00	1850.10
SMITGR	SMITH, GREGORY P.	19459	06/13/24	288.99	0.00
STORRI	STORY, RICHARD P.	E2088150	06/13/24	0.00	542.16
STSAGI	ST. SAUVEUR, GINA T.	19449	06/13/24	48.48	0.00
SYKECO	SYKES, COLIN S.	E2088115	06/13/24	0.00	1981.72
THERST	THERRIEN, STACEY L.	E2088101	06/13/24	0.00	1006.77
WALTKR	WALTERS, KRISTEN L.	E2088125	06/13/24	0.00	304.78
WATEAM	WATERMAN, AMBER E.	E2088147	06/13/24	0.00	125.23
WELLMO	WELLS, MONICA R.	E2088120	06/13/24	0.00	1597.98
				11530.04	79844.46

To the Treasurer of City of Newport Vermont:

We hereby certify that there is due to the several persons whose
names are listed hereon the sum against each name and that
there are good and sufficient vouchers supporting the payments
aggregating \$ **91,374.50

Let this be your order for the payments of these amounts.

City Council:

05/31/24

09:50 am

City of Newport Accounts Payable

Check Warrant Report # Current Prior Next FY Invoices

Unpaid Invoices For Check Acct 01(GENERAL FUND) From 06/03/24 To 06/03/24

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stherrien

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ATT MOBIL AT&T MOBILITY	060624 PD	PD Phone Services	520.81	0.00	-----,--	-----	--/--/--
COMCAST COMCAST	060624 PD	PD Phone Services	215.22	0.00	-----,--	-----	--/--/--
COMCAST B COMCAST BUSINESS	061524	Phone Services	2155.90	0.00	-----,--	-----	--/--/--
CONS COMM CONSOLIDATED COMMUNICATIONS	061724 PD	PD Internet	199.95	0.00	-----,--	-----	--/--/--
DELL DELL MARKETING LP	10740032370	PD Computer	1521.30	0.00	-----,--	-----	--/--/--
PSE VISA FIRST BANKCARD	061424 NR	Supplies/Materials	334.32	0.00	-----,--	-----	--/--/--
PSE VISA FIRST BANKCARD	061424 GM	Supplies/Materials	90.69	0.00	-----,--	-----	--/--/--
PSE VISA FIRST BANKCARD	061424 TB	Supplies/Materials	1709.65	0.00	-----,--	-----	--/--/--
GALLS GALLS INC	027895095	PD Work Attire	263.00	0.00	-----,--	-----	--/--/--
GALLS GALLS INC	027960618	PD Work Attire	115.99	0.00	-----,--	-----	--/--/--
GALLS GALLS INC	027935722	PD Work Attire	54.99	0.00	-----,--	-----	--/--/--
GALLS GALLS INC	028060625	Credit Memo	-54.99	0.00	-----,--	-----	--/--/--
HARD WIRE HARD WIRED AUTO ELECTRONICS	2897	MDC Mounts PD Cruisers	1100.00	0.00	-----,--	-----	--/--/--
HAYES HAYES FORD INC	15041	PD Auto Repairs	251.00	0.00	-----,--	-----	--/--/--
HAYES HAYES FORD INC	14797	PD Auto Inspection	95.00	0.00	-----,--	-----	--/--/--
NORTH EMB NORTHERN EMBROIDERY CORP.	898	PD Work Attire	107.00	0.00	-----,--	-----	--/--/--
PASSEK PD PASSUMPSIC SAVINGS BANK	060124	LOC Payment	6017.40	0.00	-----,--	-----	--/--/--
PASSEK PD PASSUMPSIC SAVINGS BANK	060424	2021 PD Ford Explorer	1026.43	0.00	-----,--	-----	--/--/--
PASSEK PD PASSUMPSIC SAVINGS BANK	060324	2023 PD Ford Explorer	1464.92	0.00	-----,--	-----	--/--/--
PSE LOAN PASSUMPSIC SAVINGS BANK	060124	Dewatering Loan	47938.90	0.00	-----,--	-----	--/--/--
PIT SUPP PITNEY BOWES (SUPPLIES)	1025378571	Supplies/Materials	66.39	0.00	-----,--	-----	--/--/--
SECURSHRE SECURESHRED	456589	Shredding	24.00	0.00	-----,--	-----	--/--/--
MEMPRESS THE MEMPHREMAGOG PRESS INC.	59875	nspection Stickers	270.00	0.00	-----,--	-----	--/--/--
MEMPRESS THE MEMPHREMAGOG PRESS INC.	59874	WF Decals	135.00	0.00	-----,--	-----	--/--/--
TROY TROY OVERHEAD DOORS LLC	2917	FD Garage Door	4740.00	0.00	-----,--	-----	--/--/--
Report Total			70,362.87	0.00	0.00		

CITY COUNCIL

To the Treasurer of City of Newport, We Heraby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****70,362.87

Let this be your order for the payments of these amounts.

Fund Totals	Expenditures	Dis-Encumbrance
0	22,214.47	0.00
9	100.77	0.00
8	48,047.63	0.00
	70,362.87	0.00

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Unpaid Invoices For Check Acct 01(GENERAL FUND) From 06/10/24 To 06/10/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AGWAY	NEWPORT FARM & GARDEN	T1-0193803 Parts	14.97	0.00	-----,--	-----	--/--/--
AGWAY	NEWPORT FARM & GARDEN	T1-0191560 Parts	69.99	0.00	-----,--	-----	--/--/--
AIRGAS	AIRGAS	5507272750 Cylinder Rental	58.17	0.00	-----,--	-----	--/--/--
ALLEN ENG	ALLEN ENGINEERING & CHEMICAL	112-505074 Supplies/Materials	6999.99	0.00	-----,--	-----	--/--/--
ALLEN ENG	ALLEN ENGINEERING & CHEMICAL	112-505075 Supplies/Materials	1452.85	0.00	-----,--	-----	--/--/--
ALLEN ENG	ALLEN ENGINEERING & CHEMICAL	112-505082-0 Bulk Chlorine	3575.00	0.00	-----,--	-----	--/--/--
ALLEN ENG	ALLEN ENGINEERING & CHEMICAL	112-505081-0 Bulk Chlorine	2075.00	0.00	-----,--	-----	--/--/--
AMAZON	AMAZON BUSINESS	1TMFN7QQ7K3T Supplies/Materials	1624.68	0.00	-----,--	-----	--/--/--
AMAZON	AMAZON BUSINESS	1GJVWKR7YGKK Supplies/Materials	274.36	0.00	-----,--	-----	--/--/--
ATT MOBIL	AT&T MOBILITY	060624 CM/PW Phone Service	141.02	0.00	-----,--	-----	--/--/--
ATT MOBIL	AT&T MOBILITY	052724 FD FD Phone Service	41.23	0.00	-----,--	-----	--/--/--
AVENU	AVENU INSIGHTS & ANALYTICS LLC	INVB-053751 Digital Recording	425.00	0.00	-----,--	-----	--/--/--
BELOIN	BELOIN COMPUTING	052124 P&R Keyboard	45.00	0.00	-----,--	-----	--/--/--
BELOIN	BELOIN COMPUTING	05022024 Supplies/Materials	39.00	0.00	-----,--	-----	--/--/--
BELOIN	BELOIN COMPUTING	060424 Gateway Network	149.00	0.00	-----,--	-----	--/--/--
BRETTON	BRETTON UPHOLSTERY	147941 PD Attire Repairs	40.00	0.00	-----,--	-----	--/--/--
BRETTON	BRETTON UPHOLSTERY	147938 PD Attire Repairs	5.00	0.00	-----,--	-----	--/--/--
BROWMI	MICHAEL BROWN	060324 May Phone Reimbursement	30.00	0.00	-----,--	-----	--/--/--
BROWMI	MICHAEL BROWN	06032024 May Mileage Reimbursement	154.77	0.00	-----,--	-----	--/--/--
CALKINS	CALKINS SAND & GRAVEL INC	46925 Ballfield Blend	136.62	0.00	-----,--	-----	--/--/--
CAMBTU	TUCKER CAMBER	060324 CDL Reimbursement	57.00	0.00	-----,--	-----	--/--/--
CANON	CANON FINANCIAL SERVICES INC.	32560816 CM Copier	175.49	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	2996379 Sludge Disposal	3380.99	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	3006071 Sludge Disposal	3677.86	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	3002373 Sludge Disposal	2931.80	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	3001668 Disposal	358.75	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	2999532 Disposal	176.48	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	2999526 Disposal	117.65	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	2999609 Disposal	117.65	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	2999528 Disposal	164.71	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	2999527 Disposal	58.83	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	2999531 Disposal	58.83	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	2999530 Disposal	58.82	0.00	-----,--	-----	--/--/--
CHAMP	CHAMPLAIN VALLEY EQUIPMENT	CD35978 PW Equipment - Trimmer	489.99	0.00	-----,--	-----	--/--/--
COMCAST	COMCAST	061224 D Dook Internet	205.11	0.00	-----,--	-----	--/--/--
COMCAST	COMCAST	061124 A Arsenic Plant Internet	352.52	0.00	-----,--	-----	--/--/--
COMCAST	COMCAST	060724 MB MB Fax/Elevator Lines	319.00	0.00	-----,--	-----	--/--/--
COMCAST	COMCAST	060824 PW PW Internet	179.51	0.00	-----,--	-----	--/--/--
COMCAST	COMCAST	060824 PB2 PB Bldg 2 Internet	79.28	0.00	-----,--	-----	--/--/--
COMCAST	COMCAST	060424 PB PB Internet	159.95	0.00	-----,--	-----	--/--/--
COMCAST	COMCAST	060424 GP GP Internet	136.28	0.00	-----,--	-----	--/--/--
COMCAST	COMCAST	060524 WWTF WWTF Internet	133.10	0.00	-----,--	-----	--/--/--
COMCAST	COMCAST	060824 FD FD Internet	185.05	0.00	-----,--	-----	--/--/--
COUTTE	TERRY COUTURE SEWING AND KNIT	052224 PD Patches	40.00	0.00	-----,--	-----	--/--/--
DRIVERS E	DRIVER'S OUTDOOR POWER EQUIPME	050724 Supplies/Materials	149.70	0.00	-----,--	-----	--/--/--
EAST COAS	EAST COAST SIGNALS, INC	1123-201958 Traffic Signal Maint.	790.00	0.00	-----,--	-----	--/--/--
ENDYNE	ENDYNE INC	485787 Lab Services	75.00	0.00	-----,--	-----	--/--/--
ENDYNE	ENDYNE INC	486502 Lab Services	75.00	0.00	-----,--	-----	--/--/--
ENDYNE	ENDYNE INC	486511 Lab Services	25.00	0.00	-----,--	-----	--/--/--
ENDYNE	ENDYNE INC	486518 Lab Services	125.00	0.00	-----,--	-----	--/--/--

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Unpaid Invoices For Check Acct 01(GENERAL FUND) From 06/10/24 To 06/10/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ENDYNE	ENDYNE INC	487259	Lab Services	25.00	0.00	-----,--	--/--/--
ENDYNE	ENDYNE INC	488321	Lab Services	130.00	0.00	-----,--	--/--/--
ENDYNE	ENDYNE INC	488058	Lab Services	25.00	0.00	-----,--	--/--/--
ENDYNE	ENDYNE INC	488810	Lab Services	25.00	0.00	-----,--	--/--/--
ENDYNE	ENDYNE INC	488811	Lab Services	25.00	0.00	-----,--	--/--/--
ENDYNE	ENDYNE INC	488408	Lab Services	75.00	0.00	-----,--	--/--/--
ENDYNE	ENDYNE INC	487566	Lab Services	75.00	0.00	-----,--	--/--/--
FAGA	ALDRICH & ELLIOTT, PC	82125	Proj. 22022.002	2075.00	0.00	-----,--	--/--/--
FAGA	ALDRICH & ELLIOTT, PC	82149	Proj. 20024.004	5817.60	0.00	-----,--	--/--/--
FARMYARD	THE FARMYARD STORE	2405-140294	Supplies/Materials	237.60	0.00	-----,--	--/--/--
FPC	FRANKLIN PAINT COMPANY INC.	183435	Supplies/Materials	2578.60	0.00	-----,--	--/--/--
FUNEXPRES	FUN EXPRESS	73125496101	Supplies/Materials	122.87	0.00	-----,--	--/--/--
GILLS POI	GILLS POINT S TIRE	2040491	Tires	179.96	0.00	-----,--	--/--/--
GILLS POI	GILLS POINT S TIRE	2040759	Alignment	121.27	0.00	-----,--	--/--/--
GINGJO	JOE GING	051324	PB Camping Refund	1900.00	0.00	-----,--	--/--/--
GMM	GREEN MOUNTAIN MULCH LLC	405	Mulch	360.00	0.00	-----,--	--/--/--
GMM	GREEN MOUNTAIN MULCH LLC	381	Mulch	420.00	0.00	-----,--	--/--/--
GMM	GREEN MOUNTAIN MULCH LLC	441	Mulch	180.00	0.00	-----,--	--/--/--
GMM	GREEN MOUNTAIN MULCH LLC	747	Mulch	210.00	0.00	-----,--	--/--/--
GOSSRO	ROBERT GOSSLIN	060624	Reimbursement	234.40	0.00	-----,--	--/--/--
GRAYS MOB	GRAY'S MOBILE ARC	1545	Sidewlk Flow Modificatio	1900.00	0.00	-----,--	--/--/--
GRN MTN E	GREEN MOUNTAIN ELECTRIC SUPPLY	S4852565.001	Supplies/Materials	153.00	0.00	-----,--	--/--/--
GRN MTN E	GREEN MOUNTAIN ELECTRIC SUPPLY	S4851602.001	Supplies/Materials	2530.68	0.00	-----,--	--/--/--
GRN MTN E	GREEN MOUNTAIN ELECTRIC SUPPLY	S4755231.001	Supplies/Materials	270.21	0.00	-----,--	--/--/--
HAYES	HAYES FORD INC	4970	Parts	272.76	0.00	-----,--	--/--/--
HAYES	HAYES FORD INC	4965	Parts	96.55	0.00	-----,--	--/--/--
HAYES	HAYES FORD INC	4150	Parts	28.75	0.00	-----,--	--/--/--
JEH KULU	JEH KULU DANCE AND DRUM THEATE	051624	Day Camp Program	620.00	0.00	-----,--	--/--/--
LARAMIE W	LARAMIE WATER RESOURCES LLC	1487	Wkly Oversight 4/1-5/3/2	7500.00	0.00	-----,--	--/--/--
LAWSON	LAWSON PRODUCTS INC	9311505990	Supplies/Materials	119.49	0.00	-----,--	--/--/--
LAWSON	LAWSON PRODUCTS INC	9311544691	Supplies/Materials	415.65	0.00	-----,--	--/--/--
LEBLANC'S	LEBLANC'S PEST CONTROL	23837	Pest Control	55.00	0.00	-----,--	--/--/--
MAGEE	MAGEE OFFICE PRODUCTS	620950	Supplies/Materials	270.00	0.00	-----,--	--/--/--
MEMPRESS	THE MEMPHREMAGOG PRESS INC.	59978	Business Cards	114.00	0.00	-----,--	--/--/--
MEMPRESS	THE MEMPHREMAGOG PRESS INC.	59838	Water Quality Reports	1035.81	0.00	-----,--	--/--/--
MVP ADMIN	MVP SELECT CARE INC.	CINV001023	HRA Admin	162.50	0.00	-----,--	--/--/--
MYREC.COM	MYRECDEPT.COM	032173148	Recreation CC Software	3295.00	0.00	-----,--	--/--/--
NATURE WA	NATURE WATCH	196338A	Summer Camp Supplies	157.13	0.00	-----,--	--/--/--
NCHS	NORTH COUNTRY HOSPITAL	051624	Gateway Rental Refund	450.00	0.00	-----,--	--/--/--
NEIMA	NE INTERNATIONAL MUTUAL AID	2024-8024	Training	200.00	0.00	-----,--	--/--/--
NHDOT	NHDOT E-ZPASS	V00208961814	Toll Fee	2.00	0.00	-----,--	--/--/--
NORTENURS	NORTHERN NURSERIES INC	185036	Lanscaping Supplies	272.16	0.00	-----,--	--/--/--
NWPT AMBL	NEWPORT AMBULANCE SERVICE, INC	720	Supplies/Materials	374.90	0.00	-----,--	--/--/--
NWPT AMBL	NEWPORT AMBULANCE SERVICE, INC	198	Jun Ambulance Coverage	20072.50	0.00	-----,--	--/--/--
NWPTSAND	CARROLL CONCRETE CO	S100002518	GP Playground Materials	1390.00	0.00	-----,--	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-124700	Parts	19.98	0.00	-----,--	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-122926	Parts	298.21	0.00	-----,--	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-122843	Parts	7.97	0.00	-----,--	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-127213	Parts	34.58	0.00	-----,--	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-127275	Parts	61.52	0.00	-----,--	--/--/--

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Unpaid Invoices For Check Acct 01(GENERAL FUND) From 06/10/24 To 06/10/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
OREILLY	O'REILLY AUTO PARTS	5691-124846 Parts	98.23	0.00	-----	-----	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-124323 Parts	9.92	0.00	-----	-----	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-127272 Parts	377.39	0.00	-----	-----	--/--/--
PASSBK PD	PASSUMPSIC SAVINGS BANK	061124 PD Ford Explorer	73.19	0.00	-----	-----	--/--/--
PEPINS	PEPIN'S TRUCK REPAIR INC	37279 Inspection	75.00	0.00	-----	-----	--/--/--
PEPINS	PEPIN'S TRUCK REPAIR INC	37300 Inspection	60.00	0.00	-----	-----	--/--/--
PEPINS	PEPIN'S TRUCK REPAIR INC	37349 Parts	42.40	0.00	-----	-----	--/--/--
PEPINS	PEPIN'S TRUCK REPAIR INC	92152 Parts	42.40	0.00	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	283101 Supplies/Materials	16.99	0.85	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	284108 Supplies/Materials	36.74	1.24	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	283133 Supplies/Materials	11.99	0.60	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282948 Supplies/Materials	59.94	3.00	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	284324 Supplies/Materials	9.99	0.50	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	284812 Supplies/Materials	20.57	1.03	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	285243 Supplies/Materials	6.99	0.35	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	283654 Supplies/Materials	25.29	1.26	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282779 Supplies/Materials	299.99	15.00	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282994 Supplies/Materials	23.99	1.20	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282627 Supplies/Materials	52.53	2.63	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282247 Supplies/Materials	10.98	0.55	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282916 Supplies/Materials	223.55	11.18	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	283001 Supplies/Materials	119.99	6.00	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	283017 Supplies/Materials	39.65	1.98	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281637 Supplies/Materials	132.97	6.65	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281901 Supplies/Materials	44.48	2.22	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281763 Supplies/Materials	6.39	0.32	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281814 Supplies/Materials	25.13	1.26	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281370 Supplies/Materials	82.91	4.15	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281781 Supplies/Materials	8.28	0.41	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281793 Supplies/Materials	19.98	1.00	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282121 Supplies/Materials	5.48	0.27	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282097 Supplies/Materials	139.99	7.00	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282073 Supplies/Materials	19.86	0.99	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282033 Supplies/Materials	135.92	6.80	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	282031 Supplies/Materials	27.45	1.37	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281672 Supplies/Materials	44.99	2.25	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281962 Supplies/Materials	7.59	0.38	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281796 Supplies/Materials	8.76	0.44	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	280802 Supplies/Materials	10.58	0.53	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	280967 Supplies/Materials	3.49	0.17	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281617 Supplies/Materials	16.58	0.83	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281325 Supplies/Materials	64.99	3.25	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	280824 Supplies/Materials	53.98	2.70	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281151 Supplies/Materials	19.92	1.00	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281183 Supplies/Materials	8.99	0.45	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	283484 Supplies/Materials	189.00	9.45	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	281337 Supplies/Materials	165.97	8.30	-----	-----	--/--/--
POWERS	POWERS GENERATOR SERVICE	114772680 Service - Lakemont St	822.50	0.00	-----	-----	--/--/--
POWERS	POWERS GENERATOR SERVICE	114755461 Service - WWTP 174553	950.00	0.00	-----	-----	--/--/--
POWERS	POWERS GENERATOR SERVICE	114759789 Equipment - WWTP 174553	1200.00	0.00	-----	-----	--/--/--

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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
POWERS	POWERS GENERATOR SERVICE	114771130	Equipment - Coventry St	1350.00	0.00	-----,--	---/---/---
POWERS	POWERS GENERATOR SERVICE	114767793	Service - Coventry St	970.00	0.00	-----,--	---/---/---
POWERS	POWERS GENERATOR SERVICE	114769395	Service - Indian Head	443.00	0.00	-----,--	---/---/---
POWERS	POWERS GENERATOR SERVICE	114772063	Service - Mobile W 50kw	725.00	0.00	-----,--	---/---/---
POWERS	POWERS GENERATOR SERVICE	114767700	Equipment - Mobile W 50k	1025.00	0.00	-----,--	---/---/---
POWERS	POWERS GENERATOR SERVICE	114772950	Service - Fire Station	623.00	0.00	-----,--	---/---/---
POWERS	POWERS GENERATOR SERVICE	114767839	Service - Municipal Bldg	983.02	0.00	-----,--	---/---/---
POWERS	POWERS GENERATOR SERVICE	114769498	Service - Bluff Rd	1010.00	0.00	-----,--	---/---/---
POWERS	POWERS GENERATOR SERVICE	114768644	Equipment - Bluff Rd	1075.00	0.00	-----,--	---/---/---
P&B HRA	PASSUMPSIC SAVINGS BANK	051724	HRA Replenishment	10000.00	0.00	-----,--	---/---/---
R DESROCHE	DESROCHERS, INC.	16619	Crane Service	250.00	0.00	-----,--	---/---/---
R.T.D.	R.T.D. ENTERPRISES	06052024	Reservoir Cover	29752.80	0.00	-----,--	---/---/---
WAYS	RAY'S AUTO SERVICE	67741	PD Auto Repairs	137.53	0.00	-----,--	---/---/---
WAYS	RAY'S AUTO SERVICE	67688	FD Auto Repairs	138.33	0.00	-----,--	---/---/---
WAYS	RAY'S AUTO SERVICE	67407	FD Auto Repairs	3788.83	0.00	-----,--	---/---/---
WAYS	RAY'S AUTO SERVICE	66864	FD Auto Repairs	2484.64	0.00	-----,--	---/---/---
WAYS	RAY'S AUTO SERVICE	67140	FD Auto Repairs	4614.32	0.00	-----,--	---/---/---
WAYS	RAY'S AUTO SERVICE	67873	FD Auto Repairs	132.81	0.00	-----,--	---/---/---
S&S WORLD	S & S WORLDWIDE, INC.	IN101400741	Supplies/Materials	43.99	0.00	-----,--	---/---/---
S&S WORLD	S & S WORLDWIDE, INC.	IN101398158	Supplies/Materials	402.94	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	729216	Credit Memo	-488.00	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	734536	Supplies/Materials	41.24	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	735198	Supplies/Materials	549.90	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	735475	Credit Memo	-393.75	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	734645	Supplies/Materials	109.99	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	734679	Supplies/Materials	9.98	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	736754	Supplies/Materials	37.19	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	736741	Supplies/Materials	129.00	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	736936	Supplies/Materials	16.18	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	736493	Supplies/Materials	48.98	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	736060	Supplies/Materials	7.74	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	735944	Supplies/Materials	11.61	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	736170	Supplies/Materials	383.71	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	730460	Supplies/Materials	22.74	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	732890	Supplies/Materials	90.08	0.00	-----,--	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	733152	Supplies/Materials	59.99	0.00	-----,--	---/---/---
STAINLESS	STAINLESS SOFTWARE INC.	5855	Sept 23 Mngmt Services	706.00	0.00	-----,--	---/---/---
STAINLESS	STAINLESS SOFTWARE INC.	5938	Oct 23 Mngmt Services	328.00	0.00	-----,--	---/---/---
STAINLESS	STAINLESS SOFTWARE INC.	030124	Feb 24 Mngmt Services	2.00	0.00	-----,--	---/---/---
STAINLESS	STAINLESS SOFTWARE INC.	5978	Gift Cards	75.00	0.00	-----,--	---/---/---
STAINLESS	STAINLESS SOFTWARE INC.	050124	Apr 23 Mngmt Services	80.00	0.00	-----,--	---/---/---
STAINLESS	STAINLESS SOFTWARE INC.	060124	May 2024 Mngmt Services	486.00	0.00	-----,--	---/---/---
STICKS	STICKS & STUFF DERBY	134549	Supplies/Materials	227.24	0.00	-----,--	---/---/---
STICKS	STICKS & STUFF DERBY	134773	Supplies/Materials	47.53	0.00	-----,--	---/---/---
STICKS	STICKS & STUFF DERBY	134763	Supplies/Materials	40.99	0.00	-----,--	---/---/---
STICKS	STICKS & STUFF DERBY	134774	Supplies/Materials	31.96	0.00	-----,--	---/---/---
STICKS	STICKS & STUFF DERBY	135124	Supplies/Materials	349.75	0.00	-----,--	---/---/---
STICKS	STICKS & STUFF DERBY	135196	Supplies/Materials	199.22	0.00	-----,--	---/---/---
TCE INC	TCE INC.	429464	Prj 22-539:Traffic Signa	1388.00	0.00	-----,--	---/---/---
UNITED AG	UNITED AG & TURF NE	10537035	Credit Memo	-35.00	0.00	-----,--	---/---/---

06/06/24

04:52 pm

City of Newport Accounts Payable

Check Warrant Report # Current Prior Next FY Invoices

Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 06/10/24 To 06/10/24

Page 5

stherrien

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
UNITED AG UNITED AG & TURF NE	10534821	Supplies/Materials	58.99	0.00	-----,--	-----	--/--/--
UNITED AG UNITED AG & TURF NE	10513227	Supplies/Materials	52.36	0.00	-----,--	-----	--/--/--
UNITED AG UNITED AG & TURF NE	10513213	Supplies/Materials	72.84	0.00	-----,--	-----	--/--/--
UNITED AG UNITED AG & TURF NE	10513232	Supplies/Materials	42.06	0.00	-----,--	-----	--/--/--
UNITED AG UNITED AG & TURF NE	10539179	Parts	172.79	0.00	-----,--	-----	--/--/--
UNITED AG UNITED AG & TURF NE	10547459	Parts	92.99	0.00	-----,--	-----	--/--/--
VLCT VERMONT LEAGUE OF CITIES & TOW	MAC2024-0003	CM Reoruitment	10000.00	0.00	-----,--	-----	--/--/--
VLCT VERMONT LEAGUE OF CITIES & TOW	6487	Training	10.00	0.00	-----,--	-----	--/--/--
VLCT PROP VLCT PROPERTY & CASUALTY INS.	061024	WC & Property & Casualty	168374.00	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	062624	Electric Services	10520.69	0.00	-----,--	-----	--/--/--
VTRURALWA VERMONT RURAL WATER ASSOCIATIO	060524	J Herman Trng WW Microbi	72.00	0.00	-----,--	-----	--/--/--
W B MASON W.B. MASON CO., INC.	246549312	Office Supplies	9.18	0.00	-----,--	-----	--/--/--
W B MASON W.B. MASON CO., INC.	246546426	Office Supplies	102.61	0.00	-----,--	-----	--/--/--
W B MASON W.B. MASON CO., INC.	246668521	WWTF Office Supplies	19.98	0.00	-----,--	-----	--/--/--
W B MASON W.B. MASON CO., INC.	246458795	Office Supplies	181.77	0.00	-----,--	-----	--/--/--
W B MASON W.B. MASON CO., INC.	246368817	Office Supplies	12.96	0.00	-----,--	-----	--/--/--
W B MASON W.B. MASON CO., INC.	246355240	Office Supplies	147.23	0.00	-----,--	-----	--/--/--
	070124		848.07	0.00	-----,--	-----	--/--/--
ZEP ZEP SALES AND SERVICE	9009722978	Supplies/Materials	128.74	0.00	-----,--	-----	--/--/--
Report Total			350,590.28	109.56	0.00		

CITY COUNCIL

To the Treasurer of City of Newport, We Heraby certify
that there is due to the several persons whose names are
listed hereon the sum against each name and that there
are good and sufficient vouchers supporting the payments
aggregating \$ ***350,480.72
Let this be your order for the payments of these amounts.

Fund Totals	Expenditures	Dis-Encumbrance
0	227,435.43	0.00
8	60,688.62	0.00
9	62,356.47	0.00
	350,480.72	0.00

06/10/24

10:18 am

City of Newport Accounts Payable

Check Warrant Report # Current Prior Next FY Invoices

Page 1

stharrien

Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 06/14/24 To 06/14/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
FLOWMSP	FLOWMSP INC	2543	FD Software Contract	1600.00	0.00	-----,--	--/--/--
FREDS	FRED'S PLUMBING & HEATING INC	053124	Acct: 11601 Fuel	2429.05	0.00	-----,--	--/--/--
FREDS	FRED'S PLUMBING & HEATING INC	043024	Fuel Acct: 1661	1194.05	0.00	-----,--	--/--/--
		061424		174.70	0.00	-----,--	--/--/--
		061424		174.70	0.00	-----,--	--/--/--
PSB VISA	FIRST BANKCARD	061424 RT	Supplies/Materials	2715.67	0.00	-----,--	--/--/--
Report Total			8,288.17	0.00	0.00		

CITY COUNCIL

To the Treasurer of City of Newport, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ *****8,288.17

Let this be your order for the payments of these amounts.

Fund Totals	Expenditures	Dis-Encumbrance
0	7,076.36	0.00
8	804.92	0.00
9	406.89	0.00
	8,288.17	0.00



Home (/DLLLicenseManagment/s/)

Application
DLL - Application - 45442

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

Application Information

Primary Phone No
802-334-2340

DLL - Application Id
DLL - Application - 45442

Business Entity Name
East Side Restaurant, Inc.

Business Entity Phone
802-334-2340

Foundational License
[LP-015184 \(/DLLLicenseManagment/s/detail/a5A10000000C0bEAK\)](#)

Renewal Application

Student Name

Town User Approval/Rejection Comments

Contact Engagement
[Dena Gray \(/DLLLicenseManagment/s/detail/a4zt0000000EcCFAA0\)](#)

Designated Caterers Details

Training Completion Record

Indoor Or Outdoor
Outdoor

Days Since Last Modified
-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹

URL for Duties ¹

Event Details

Start date of event
6/21/2024 4:00 PM

Physical Location Street 1
84 Farrant Street

Physical Location Street 2/Unit/Suite

Town Clerk/ Municipal Jurisdiction
Newport City

Physical Location City/Town
Newport

Do you Lease the Premises

Lease Expiration Date

Primary Contact Person
Dena Gray

Internal Status
Application sent to municipality

External Status
Application sent to municipality

Historical Id
CARQ

Application Type ¹
Permit

Application Category
Caterer

Application For
Request to Cater Permit

Mode of Training

Applicant Email
[dancingsails@outlook.com \(mailto:dancingsails@outlook.com\)](mailto:dancingsails@outlook.com)

Applicant Name:

Training Completion Date

Applicant Action Comments

License/Permit Location Description

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

End date of event
6/21/2024 10:00 PM

Physical Location Name ¹
84 Farrant Street

Physical Location State
Vermont

Outside Side Consumption End time

Outside Side Consumption Hours Requested

Landlord Name
Pat Goulding

Landlord Email

Outside Side Consumption Start time

Physical Location Zip

05855

Location

LN-031158 (/DLLLicenseManagement/s/detail/a0A8z000004dviAEAQ)

Outside Side Consumption Days Requested

Describe the type of event/ OCP Area

Out door tent setup on site for the Memphremagog Watershed Association's celebration of MWA'S recently completed Stormwater Improvement Project at Lake Memphremagog on Farrant and Lake Streets in Newport City. Beer & wine with hors d'oeuvres.

Days or specific bingo date(s)

Created By

Dena Gray (/DLLLicenseManagement/s/profile/005i0000008npiAAAO), 6/13/2024 11:59 AM

Business Location

Approximate Number of Persons Expected:

30

Last Modified By

Dena Gray (/DLLLicenseManagement/s/profile/005i0000008npiAAAO), 6/13/2024 12:00 PM

Post Question Poll

Share an update...

Share



Search this feed..



Dena Gray (Customer) created this dll application.

3h ago

[DLL - Application - 45442](#)

[View more details](#)



Like



Comment



Write a comment..

Contact Violations

Violation Id	First Name	Last Name	Contact Role	Offense	Date of Offense
CV-2924 (https://dllportal.mvy...	Dena Gray	Gray		Prior Conviction Reported	
CV-3086 (https://dllportal.mvy...	Todd Ellsworth	Ellsworth		Prior Conviction Reported	

Application Documents

Name	Document Type	Associated With
------	---------------	-----------------

There are no Application Documents found

NEWPORT CITY TRANSIENT MERCHANTS AND ITINERANT VENDORS APPLICATION

PLEASE ANSWER ALL APPLICABLE QUESTIONS

DATE 6/13/24

Name(s) Br. Mary Benway

Business Name Street Treats Phone # 602-696-2165

Address 79 Messier Rd, E. Hardwick, VT 05836

Date of Birth 10/6/89

Have you ever been convicted of any misdemeanor, felony, or violation of any municipal ordinance? _____

If yes, please explain NO

Name, address, and phone # of current employer, if applicable _____

Self Employed

Food Peddler's State License # 14049

Vehicle Registration # _____ License Plate # 475A400

Type of Goods Being Sold Ice Cream & Cookies Pre packaged

Description of Cart, Stand, or Vehicle Truck, Step Side

Proposed Location Cordner Park, City Events

Hours of operation 11 AM - 4:00 PM Days of operation 1 June 23, 2024

☐ MONTHLY (\$100/MTH) ☒ WEEKEND (\$50/WKND)

Duration ☐ 1 YEAR (\$300) ☐ 6 MONTHS (\$200) ☐ # OF MONTHS ☐ # OF WEEKENDS

Pictures Enclosed? ☒ Applicant(s) ☒ Cart, Stand, Vehicle, or Structure

Insurance Information _____

Insurance Certificate Enclosed ☒ City of Newport as certificate holder

including ☐ \$100,000 Liability for personal injury ☐ \$25,000+ Property Damage

FOR OFFICE USE ONLY

Type of License Central ☐ General ☐ Vehicle ☐

Fee Due _____ Fee Paid _____ Duration _____

Temporary Issued _____ To _____

License Approved _____

Signature _____ Title _____ Date _____

Dated Valid _____ To _____ Notes _____

I will have only one sign advertising my business in front of or on my cart, stand or vehicle.

I hereby certify that the information that I provided on this application is true and complete to the best of my knowledge and belief. I understand that any false or incomplete statements can lead to the revocation of my license. I also authorize the Newport Police Department to release any information relevant to the truth of this application. I have also read the conditions of my license and I understand that failure to abide by them and all ordinances pertaining to peddling may lead to the revocation or denial of my license.

Bryan Bunway *JB* 6/13/24
Signature of Peddler Date

Amended 6/13/24
Moved from 1257 E. Main St
to 1456 E. Main St

NEWPORT CITY TRANSIENT MERCHANTS AND ITINERANT VENDORS APPLICATION

PLEASE ANSWER ALL APPLICABLE QUESTIONS

DATE 03/25/24

Name(s) Frederick A. LeClair III

Business Name Freddy's Barbecue

Phone # 802-487-5159

Address 62 Oak St., Newport, UT, 88555

Date of Birth 02/02/1993

Have you ever been convicted of any misdemeanor, felony, or violation of any municipal ordinance? No

If yes, please explain _____

Name, address, and phone # of current employer, if applicable _____

Food Peddler's State License # 0437236

Vehicle Registration # 1LC2S2L2XTD255882

License Plate # ATF330

Type of Goods Being Sold Pulled Pork, Brisket, Ribs, Mac & Cheese, Baked Beans, Barbecue Sauce, Water, Berry Cobbler.

Description of Cart, Stand, or Vehicle 1996 enclosed mobile food trailer, Black.

Proposed Location City Events and 1456 E. Main St.

Hours of operation 11am - 5:00pm Days of operation Mon, Tues, Wed, Thurs, Fri, Sat, Sun

☐ MONTHLY (\$100/MTH)

☐ WEEKEND (\$50/WKND)

Duration ☒ 1 YEAR (\$300) ☐ 6 MONTHS (\$200) ☐ # OF MONTHS

☐ # OF WEEKENDS

Pictures Enclosed? ☐ Applicant(s) ☒ Cart, Stand, Vehicle, or Structure

Insurance Information included in paperwork

Insurance Certificate Enclosed ☒ City of Newport as certificate holder

including ☒ \$100,000 Liability for personal injury ☒ \$25,000+ Property Damage

FOR OFFICE USE ONLY

Type of License

Central ☐

General ☒

Vehicle ☒

Fee Due

\$300

Fee Paid

\$300

Duration

1 year

Temporary Issued

To

License Approved

Signature

Title

Date

Dated Valid

4/3/24

To

4/3/25

Notes

Amended 6/13/24
Moved from 1257 E. Main
to 1456 E. Main

NEWPORT CITY TRANSIENT MERCHANTS AND ITINERANT VENDORS APPLICATION

PLEASE ANSWER ALL APPLICABLE QUESTIONS

DATE 3-18-2024

Name(s) Frederick LeClair Jr

Business Name Buggy's Breakfast LLC

Phone # 802-487-5159

Address 62 Oak Street Newport, VT. 05855

Date of Birth 05/20/1964

Have you ever been convicted of any misdemeanor, felony, or violation of any municipal ordinance? No

If yes, please explain _____

Name, address, and phone # of current employer, if applicable _____

Food Peddler's State License # 0434431

Vehicle Registration # 1LC2S2L2XTD 255 882

License Plate # AYF 330 VT

Type of Goods Being Sold Breads, Eggs, Meat products, Milk, Water, Juices
pastrys, Potatoes, "Breakfast and lunch meals." Some BBQ

Description of Cart, Stand, or Vehicle Mobil Food Trailer Contained

Proposed Location "City Events" and 1456 East Main St

Hours of operation 6am-11am / 2pm-10pm Days of operation 5 to 7

☐ MONTHLY (\$100/MTH)

☐ WEEKEND (\$50/WKND)

Duration ☒ 1 YEAR (\$300) ☐ 6 MONTHS (\$200) ☐ # OF MONTHS

☐ # OF WEEKENDS

Pictures Enclosed? ☒ Applicant(s) ☒ Cart, Stand, Vehicle, or Structure

Insurance Information ALL Insurance Attached in File

Insurance Certificate Enclosed ☒ City of Newport as certificate holder

including ☒ \$100,000 Liability for personal injury ☒ \$25,000+ Property Damage

FOR OFFICE USE ONLY

Type of License

Central ☐

General ☒

Vehicle ☒

Fee Due \$300

Fee Paid \$300

Duration 1 year

Temporary Issued _____

To _____

License Approved _____

Signature

Title

Date

Dated Valid 4/3/2024

To 4/3/2025

Notes _____

CITY OF NEWPORT
SPECIAL EVENT PERMIT APPLICATION

222 Main Street • Newport, VT 05855
Tel. (802) 334-2112 • Fax (802)334-5632

EVENT ORGANIZER

Business/Organization: Kingdom Games, Inc.

Contact Person: Phil White

Email: phil@kingdomgames.co

Billing Address: PO Box 310, Newport, VT 05855

Phone: (802) 249-9100

Home ☐ **Work** ☒ **Cell** ☐

☐

Phone:

☐ **Home** ☐ **Work** ☐ **Cell**

Website: www.kingdomgames.co

Fax:

EVENT DETAILS

Event Dates:

Set-Up	Saturday
Main Event	Saturday
Break-Down	Saturday
Rain Date(s)	Sunday
Use(s)	Day(s) of the week

Date(s)

Time(s)

July 27, 2024

5 am to 11 am

July 27, 2024

5 am to 5 pm

July 27, 2024

5 pm to 6 pm

Event Description:

1, 3, 6, 10, and 16 mile swims in Newport and Derby Bays of Lake Memphremagog

This year we will have Freddy's BBQ providing lunch

Is this an annual event? ☐ No ☒ Yes, this is our 16th year _____ year host

ing this event.

Location/Venue: Prouty Beach

Location/Venue Maximum Capacity: 1000

Number of People Expected to Attend (includes participants, spectator

, staff/volunteers, vendors, entertainers): 350

PUBLIC HEALTH & PUBLIC SAFETY

Public Safety/Security Plan:

Here's a link to our [Kingdom Swim Safety Plan](#) We have two Newport Police Officers on the water.

First Aid/Medical Emergency Plan:

See Safety Plan. EMTs are stationed on the beach from 8 am to 5 pm

Parking Plan:

We will park no more than 50 vehicles at Prouty Beach and use the High School Parking lot after that. No Parking Signs along the access road to the beach and above when full.

Litter Clean-up & Trash Plan:

We will use several garbage cans and remove all garbage.

Restroom Plan:

We will use the Prouty Beach Beach House

Will you have amplified sound? If so, please explain:

Yes. We will have a DJ and boom box on the beach during the swim

Will your event include a parade or road closure? If so, please explain:

By separate permit, we will have a parade on Friday, July 26th, 2024 down Main Street.

☒ Reviewed – Recommend approval with no conditions.

☐ Reviewed – Recommend approval with conditions:

See Police Dept



☐ NEWPORT FIRE DEPARTMENT

Jamie LeClair, Chief

Jamie.LeClair@NewportVermont.org

(802)334-7949

Jonathan DeLaBruere
802-673-8744

☐ Reviewed – Do not recommend approval.

Signature: Jonathan DeLaBruere Date: 6/11/2024

☐ Reviewed – Recommend approval with no conditions.

☐ Reviewed – Recommend approval with conditions:



☐ NEWPORT PUBLIC WORKS

Tom Bernier, Director

Thomas.Bernier@NewportVermont.org

(802)334-2124

☐ Reviewed – Do not recommend approval.

Signature: Tom Bernier Date: 6/14/24

☐ OTHER:

Contact:

Title:

Email:

Phone:

☐ Reviewed – Recommend approval with no conditions.

☐ Reviewed – Recommend approval with conditions:

☐ Reviewed – Do not recommend approval.

Signature: _____ Date: _____

SUBMIT COMPLETED FORM TO: City of Newport, ATTN: City Clerk, 222 Main Street, Newport VT 05855
Email: James.Johnson.Clerk@NewportVermont.org **Phone:** 802-334-2112 **Fax:** 802-334-5632



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SportsInsurance.com P.O. Box 1155, Lake Placid, NY, 12946	CONTACT NAME: PHONE (A/C, No, Ext): 1-866-889-4763 E-MAIL: info@sportsinsurance.com ADDRESS: PRODUCER CUSTOMER ID:	FAX (A/C No):
INSURED Sports Marketing Program Management Inc. Kingdom Games, Inc. PO Box 310 Newport, VT, 05855	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16543

COVERAGES**CERTIFICATE NUMBER: A-SP-SI-24-04-11-302696****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	BESGLPTNV011301_170012_02	05/17/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000.00 FIRE DAMAGE TO PREMISES RENTED (Any one premises) \$ 300,000.00 MED EXP (any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	OTHER Abuse/Molestation	Y	N	BESGLPTNV011301_170012_02	05/17/2024	03/01/2025	Each Occurrence: \$ 25,000.00 Aggregate: \$ 50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Liability Policy Deductible: \$0.00 Deductible for Bodily Injury and \$ 1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

CERTIFICATE HOLDER**CANCELLATION**City of Newport
222 Main Street
Newport, VT, 05855

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Di Perno

AGENCY SportsInsurance.com		NAMED INSURED Kingdom Games, Inc.	
POLICY NUMBER BESGLPTNV011301_170012_02		PO Box 310 Newport, VT, 05855	
CARRIER Texas Insurance Company	NAIC CODE 16543	EFFECTIVE DATE: 05/17/2024	

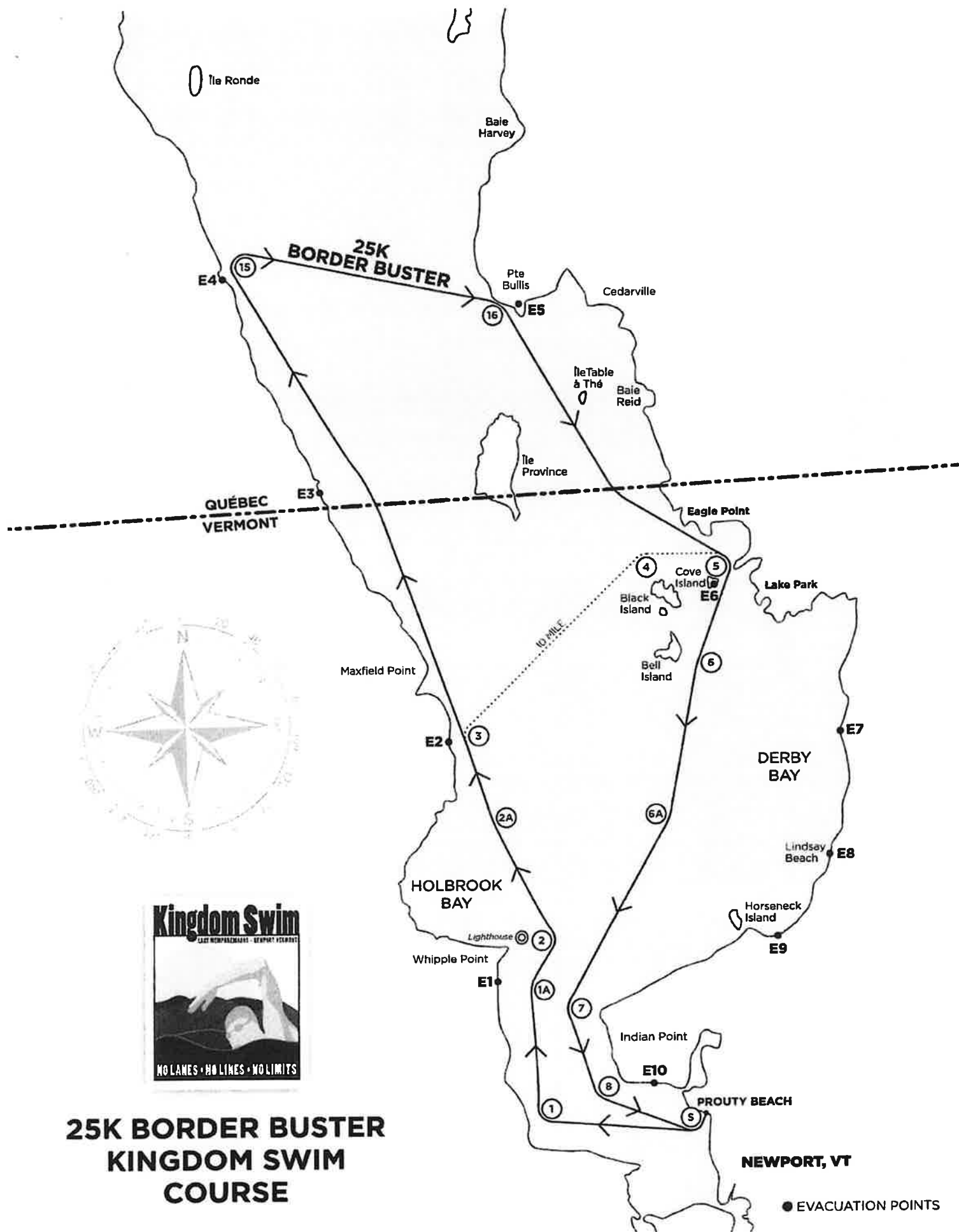
ADDITIONAL REMARKS

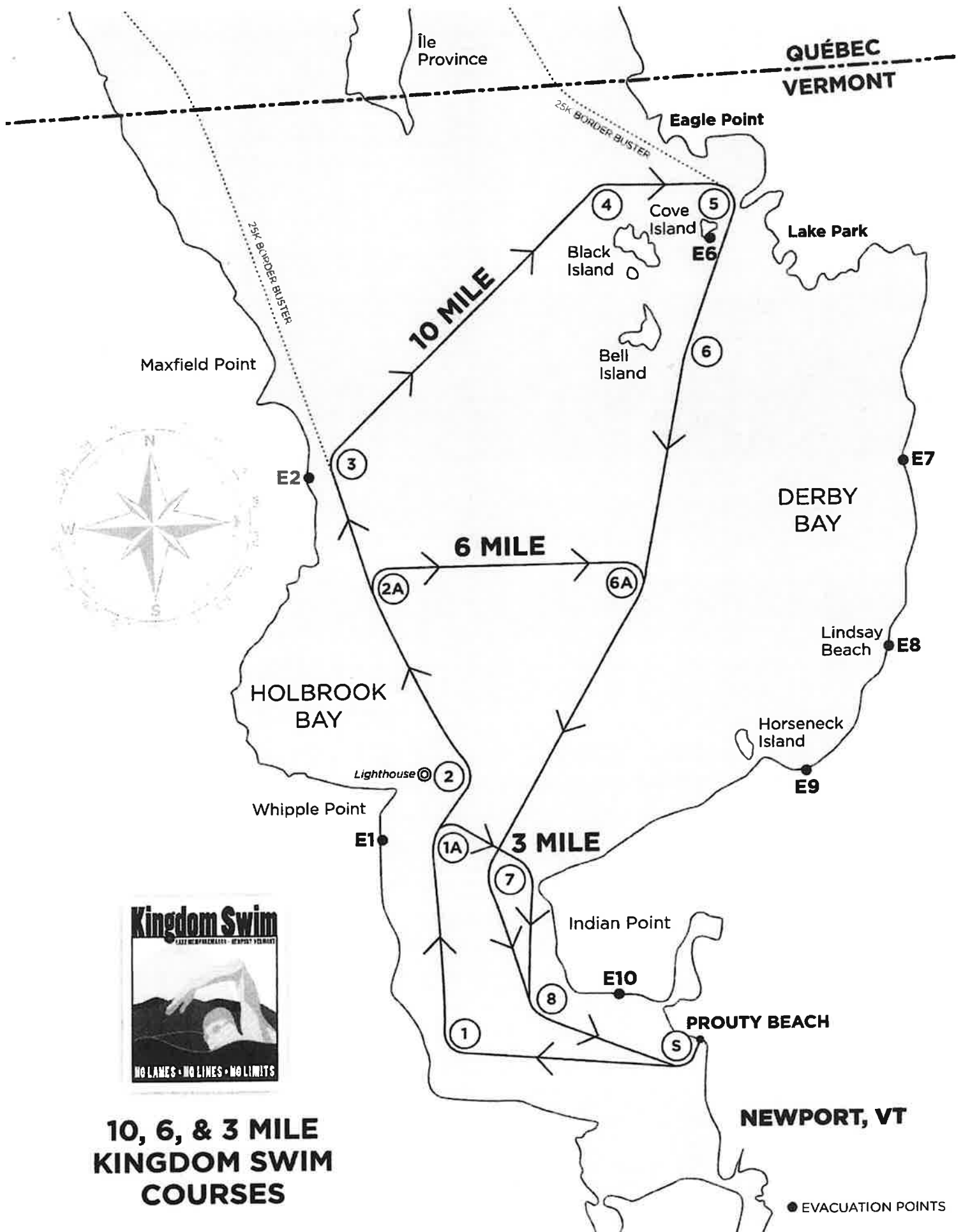
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.

RE: Registered Running participants: 05/18/2024 - 05/18/2024, 07/04/2024 - 07/04/2024, 10/05/2024 - 10/05/2024; Registered Swimming - open water - Lakes and oceans, large class one rivers participants: 07/27/2024 - 07/27/2024, 06/15/2024 - 06/15/2024, 06/22/2024 - 06/22/2024, 06/29/2024 - 06/29/2024, 07/06/2024 - 07/06/2024, 07/13/2024 - 07/13/2024, 07/20/2024 - 07/20/2024, 08/03/2024 - 08/03/2024, 08/04/2024 - 08/04/2024, 08/05/2024 - 08/05/2024, 08/06/2024 - 08/06/2024, 08/07/2024 - 08/07/2024, 08/08/2024 - 08/08/2024, 08/10/2024 - 08/10/2024, 08/11/2024 - 08/11/2024, 08/17/2024 - 08/17/2024, 08/24/2024 - 08/24/2024, 08/31/2024 - 08/31/2024, 09/07/2024 - 09/07/2024, 09/14/2024 - 09/14/2024, 06/17/2024 - 06/17/2024, 07/08/2024 - 07/08/2024, 07/15/2024 - 07/15/2024, 08/20/2024 - 08/20/2024, 08/27/2024 - 08/27/2024, 09/03/2024 - 09/03/2024; Registered Cycling participants: 06/08/2024 - 06/09/2024, 10/05/2024 - 10/05/2024; Registered Swimming participants: 02/21/2025 - 02/23/2025; Registered Kayaking participants: 07/27/2024 - 07/27/2024, 08/10/2024 - 08/10/2024;







Indian Point

8

LONG COURSE SWIMS

PROUTY BEACH

S

10

E10

12

11

South Bay



**1 MILE
KINGDOM SWIM
COURSE**

NEWPORT, VT

● EVACUATION POINTS

CITY OF NEWPORT
SPECIAL EVENT PERMIT APPLICATION

222 Main Street • Newport, VT 05855
Tel. (802) 334-2112 • Fax (802)334-5632

EVENT ORGANIZER

Business/Organization: Kingdom Games, Inc.

Contact Person: Phil White

Email: phil@kingdomgames.co

Billing Address: PO Box 310, Newport, VT 05855

Phone: (802) 249-9100

Home ☐ Work ☒ Cell

☐

Phone:

☐ Home ☐ Work ☐ Cell

Website: www.kingdomgames.co

Fax:

EVENT DETAILS

Event Dates:

Set-Up	Thursday
Main Event	Thursday
Break-Down	Thursday
Rain Date(s)	None

Use(s)

Day(s) of the week

Date(s)

Time(s)

July 4, 2024	7 am to 8:30 am
July 4, 2024	8:30 am to 1:30 pm
July 4, 2024	1:30 pm to 2:00 pm

Event Description:

2-mile, 5 km, 10 km, 10-mile and 13.1-mile run on the Newport Waterfront Recreation Path and Mempoemagog Trails

Is this an annual event? ☐ No ☒ Yes, this is at least our 12th year hosting this event.

Location/Venue: Prouty Beach

Location/Venue Maximum Capacity: 1000

Number of People Expected to Attend (includes participants, spectator

, staff/volunteers, vendors, entertainers): 50 to 100

PUBLIC HEALTH & PUBLIC SAFETY

Public Safety/Security Plan:

We will call the NPD if we encounter a problem

First Aid/Medical Emergency Plan:

We will have a first aid kit and will call Newport Ambulance Services if we have a medical problem. We will drive distressed runners to the Emergency Room at NCH

Parking Plan:

We will park no more than 50 vehicles at Prouty Beach and use the High School Parking lot after that. No Parking Signs along the access road to the beach and above when full.

Litter Clean-up & Trash Plan:

We will use several garbage cans and remove all garbage.

Restroom Plan:

We will use the Prouty Beach Beach House

Will you have amplified sound? If so, please explain:

Yes. We will have a DJ and boom box on the beach during the swim

Will your event include a parade or road closure? If so, please explain: No. There is a parade in Derby.

Additional Services or Requests:

None

Signature: Jonathan DeLaBenerie Date: 6/11/2024

-
- ☐ Reviewed – Recommend approval with no conditions.
☐ Reviewed – Recommend approval with conditions:



☐ **NEWPORT PUBLIC WORKS**
Tom Bernier, Director
Thomas.Bernier@NewportVermont.org
(802)334-2124

- ☐ Reviewed – ~~Do not~~ recommend approval.

Signature: Thomas R. Bernier Date: 6/4/24

☐ **OTHER:**

Contact: _____

Title: _____

Email: _____

Phone: _____

- ☐ Reviewed – Recommend approval with no conditions.
☐ Reviewed – Recommend approval with conditions:

- ☐ Reviewed – Do not recommend approval.

Signature: _____ Date: _____

SUBMIT COMPLETED FORM TO: City of Newport, ATTN: City Clerk, 222 Main Street, Newport VT 05855
Email: James.Johnson.Clerk@NewportVermont.org **Phone:** 802-334-2112 **Fax:** 802-334-5632



July 4th Trail Run
10 Mile, 10K, 5K, and 2 Mile

10 km Turnaround

**10 MILE
TURNAROUND**

DARTMOUTH RD

LINDSAY RD

Memphremagog Trails
3.5 miles
Follow the red arrows

Horseneck Island

**2 MILE
TURNAROUND**

**5K
TURNAROUND**

START/FINISH

Bluffside Farm

Scott's Cove

Prouty Beach





Robert Primeau | Accessible (IE., Linkable)

RED TRAIL 3.5 MI WOODS RUN

Well drained Running/Mountain Bike Trail

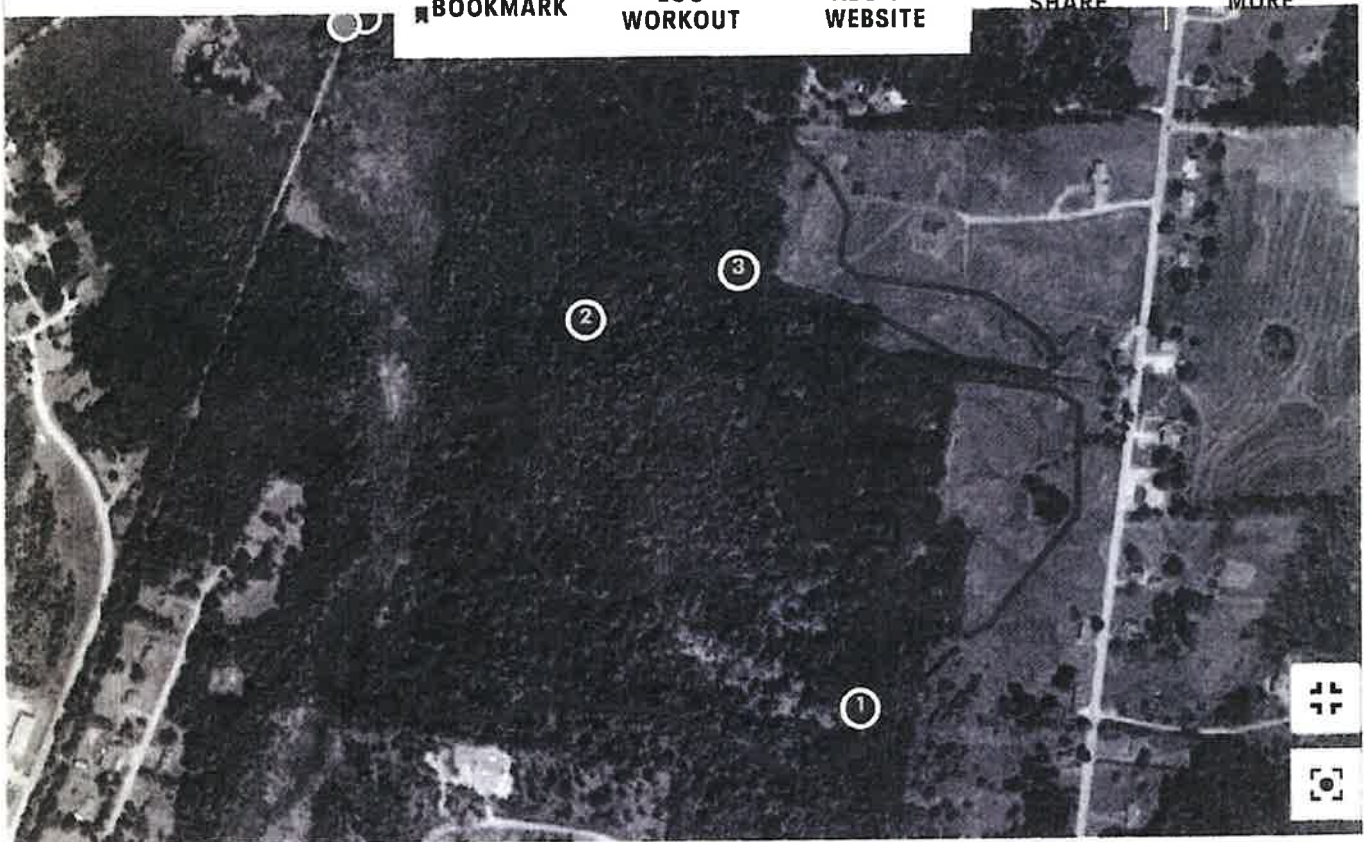
BOOKMARK

**LOG
WORKOUT**

**ADD TO
WEBSITE**

SHARE

MORE



ELEVATION (FT)

START	MAX	GAIN
678 ft	824 ft	217 ft



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SportsInsurance.com P.O. Box 1155, Lake Placid, NY, 12946	CONTACT NAME: PHONE (A/C, No, Ext): 1-866-889-4763 E-MAIL ADDRESS: info@sportsinsurance.com PRODUCER CUSTOMER ID:	FAX (A/C No):
INSURED Sports Marketing Program Management Inc. Kingdom Games, Inc. PO Box 310 Newport, VT, 05855	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16543

COVERAGES

CERTIFICATE NUMBER: A-SP-SI-24-04-11-302696

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WMD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	BESGLPTNV011301_170012_02	05/17/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000.00 FIRE DAMAGE TO PREMISES RENTED (Any one premises) \$ 300,000.00 MED EXP (any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMPI/OP AGG \$ 2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A					WC STATU- TORY LIMITS OTH- ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	OTHER Abuse/Molestation	Y	N	BESGLPTNV011301_170012_02	05/17/2024	03/01/2025	Each Occurrence: \$ 25,000.00 Aggregate \$ 50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Liability Policy Deductible \$0.00 Deductible for Bodily Injury and \$ 1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

CERTIFICATE HOLDER

City of Newport
222 Main Street
Newport, VT, 05855

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Di Perno

AGENCY SportsInsurance.com		NAMED INSURED Kingdom Games, Inc.	
POLICY NUMBER BESGLPTNV011301_170012_02		PO Box 310 Newport, VT, 05855	
CARRIER Texas Insurance Company	NAIC CODE 16543	EFFECTIVE DATE: 05/17/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
 RE: Registered Running participants: 05/18/2024 - 05/18/2024, 07/04/2024 - 07/04/2024, 10/05/2024 - 10/05/2024; Registered Swimming - open water - Lakes and oceans, large class one rivers participants: 07/27/2024 - 07/27/2024, 06/15/2024 - 06/15/2024, 06/22/2024 - 06/22/2024, 06/29/2024 - 06/29/2024, 07/06/2024 - 07/06/2024, 07/13/2024 - 07/13/2024, 07/20/2024 - 07/20/2024, 08/03/2024 - 08/03/2024, 08/04/2024 - 08/04/2024, 08/05/2024 - 08/05/2024, 08/06/2024 - 08/06/2024, 08/07/2024 - 08/07/2024, 08/08/2024 - 08/08/2024, 08/10/2024 - 08/10/2024, 08/11/2024 - 08/11/2024, 08/17/2024 - 08/17/2024, 08/24/2024 - 08/24/2024, 08/31/2024 - 08/31/2024, 09/07/2024 - 09/07/2024, 09/14/2024 - 09/14/2024, 06/17/2024 - 06/17/2024, 07/08/2024 - 07/08/2024, 07/15/2024 - 07/15/2024, 08/20/2024 - 08/20/2024, 08/27/2024 - 08/27/2024, 09/03/2024 - 09/03/2024; Registered Cycling participants: 06/08/2024 - 06/09/2024, 10/05/2024 - 10/05/2024; Registered Swimming participants: 02/21/2025 - 02/23/2025; Registered Kayaking participants: 07/27/2024 - 07/27/2024, 08/10/2024 - 08/10/2024;

CITY OF NEWPORT
SPECIAL EVENT PERMIT APPLICATION

222 Main Street • Newport, VT 05855
Tel. (802) 334-2112 • Fax (802)334-5632

EVENT ORGANIZER

Business/Organization: Kingdom Games, Inc.

Contact Person: Phil White

Email: phil@kingdomgames.co

Billing Address: PO Box 310, Newport, VT 05855

Phone: (802) 249-9100
Home ☐ Work ☒ Cell

Phone:

☐ Home ☐ Work ☐ Cell

Website: www.kingdomgames.co

Fax:

EVENT DETAILS

Event Dates:

Set-Up	See Attached
Main Event	See attached
Break-Down	See Attached
Rain Date(s)	See Attached

Use(s)

Day(s) of the week

Date(s)

Time(s)

See attached

1 pm midnight

See Attached

5 am to 5 pm

See Attached

5 pm to 6 pm

Event Description: We are seeking permission to use the Gateway Boat Ramp for the start of In Search of Memphre, an international swim the length of Lake Memphremagog. We have 8 windows with 1 to 3 swimmers departing at one time. See Attached

Is this an annual event? ☐ No ☒ Yes, this is our 12th year hosting this event

Location/Venue: Gateway Center, Docks, and Boat Ramp

Location/Venue Maximum Capacity: ???

Number of People Expected to Attend (includes participants, staff/volunteers, vendors, entertainers): 1 to 3 swimmers + 4 to 15 crew and 100 spectators

PUBLIC HEALTH & PUBLIC SAFETY

Public Safety/Security Plan:

Each swimmer has an escort motorboat with a 25 Watt Marine Radio. We would use Channell 16 and cell phones to call for emergency assistance

First Aid/Medical Emergency Plan:

We have first aid kits

Parking Plan:

We would park half way up Fyfe Drive

Litter Clean-up & Trash Plan:

We would use existing garbage cans on site

Restroom Plan:

We'd like access to the Marina Bathrooms

Will you have amplified sound? If so, please explain:

No

Will your event include a parade or road closure? If so, please explain:

No

Additional Services or Requests:

None (Except we have made arrangements with Newport Police for coverage on the water and Newport Ambulance Services)

ATTACHMENTS - All large event permit applications must include:

- ☐ \$25 non-refundable permit fee payable to City of Newport
- ☐ Site map describing layout of event space.*
- ☐ Certificate of Insurance including \$1,000,000 general liability coverage, listing the City of Newport as additional insured.

*** SITE MAPS must include:**

Aerial view showing placement of parking, entrances/exits, tents, picnic/food areas, restrooms, waste receptacles, utilities (power/water supply), security/emergency bases, vendors, stage/entertainment/activity areas, seating and other pertinent areas.

By signing below, I acknowledge the information provided on this application is true and accurate. This application must be reviewed by relevant municipal departments and submitted at least 30 days prior to the event date. I understand that this permit is not approved until I have received confirmation from the City of Newport.

Signature: /s/ Philip H. White Print: Philip H. White Date: 6/12/2024

11/6/19

MUNICIPAL DEPARTMENT REVIEW

In this section, it is the Event Organizer's responsibility to solicit feedback from relevant municipal departments. During the review period, the Event Organizer may need to answer additional questions or make adjustments in the interest of public safety or convenience. This process may take up to two weeks and must be completed before the Event Permit application is submitted. Applications that have not been reviewed by department heads will not be accepted.

- ☒ Reviewed – Recommend approval with no conditions.
- ☐ Reviewed – Recommend approval with conditions:



☐ **NEWPORT PARKS & RECREATION**
Jessica Booth, Director
JBooth@NewportRecreation.org
(802)334-6345

☐ Reviewed – Do not recommend approval.

Signature: [Signature] Date: 6/13/24

- ☒ Reviewed – Recommend approval with no conditions.
- ☐ Reviewed – Recommend approval with conditions:



☐ **NEWPORT POLICE DEPARTMENT**
Travis Bingham, Lieutenant
Travis.Bingham@newportpd.org
(802)334-6733

☐ Reviewed – Do not recommend approval.

Signature: [Signature] Date: 6/13/24

- ☒ Reviewed – Recommend approval with no conditions.
☐ Reviewed – Recommend approval with conditions:



☐ NEWPORT FIRE DEPARTMENT

Jamie LeClair, Chief

Jamie.LeClair@NewportVermont.org
(802)334-7919

- ☐ Reviewed – Do not recommend approval.

Signature: Jonathan DeLaBruere Date: 6/13/2024

Jonathan DeLaBruere
802-673-8744

- ☐ Reviewed – Recommend approval with no conditions.
☐ Reviewed – Recommend approval with conditions:



☐ NEWPORT PUBLIC WORKS

Tom Bernier, Director

Thomas.Bernier@NewportVermont.org
(802)334-2124

- ☐ Reviewed – Do not recommend approval.

Signature: Tom Bernier Date: 6/13/24

☐ OTHER:

Contact: _____

Title: _____

Email: _____

Phone: _____

- ☐ Reviewed – Recommend approval with no conditions.
☐ Reviewed – Recommend approval with conditions:

- ☐ Reviewed – Do not recommend approval.

Signature: _____ Date: _____

SUBMIT COMPLETED FORM TO: City of Newport, ATTN: City Clerk, 222 Main Street, Newport VT 05855
Email: James.Johnson.Clerk@NewportVermont.org **Phone:** 802-334-2112 **Fax:** 802-334-5632

Special Event Permit Application

Use of Gateway Boat Ramp

Supplemental Information

June 12, 2024

Since 2011, We have escorted 55 successful crossings of Lake Memphremagog, In Search of Memphre, our 25-mile, international open water swim. This Summer we have 15 open water swimmers signed up for The Search. They are coming from Mexico, Poland, Germany, Massachusetts, Vermont, North Carolina, Alabama, Texas, Maryland, South Carolina, Maine, and Virginia.

The logistics of the swim have evolved over the years. We now set aside 8 three-day windows. Two days prior to each window, we pick the day with the most favorable weather prediction. We have between 1 and 3 swimmers in each window.

Each swimmer is escorted by a motorboat with an experienced pilot and co-pilot in each boat. We are using three pontoon boats and one wooden 16' dory. We bring the boats into the docks around noon on the day before the swim and ready them for the swim. We leave from Newport at 12:01 am on the morning of the chosen day.

Attached is a listing of the windows and the swimmers registered in each.

When we started The Search in 2011 we started from the Boat Ramp at the Gateway Center. It is the logical south end of the lake excluding South Bay. Historically it is the Newport Port of Entry. It was used as the starting point for most years of the professional swim La Traversee du Lac Memphremagog in the 1980s and 1990s. It worked well as a staging area, with the availability of docks and bathrooms. From the start, the course was straight up the lake.

We used the City Boat Ramp for several years, but were then told by city officials that we should find another place to start. We tried using Prouty Beach one time, but our boats got grounded, delaying the start, and there were two turns that had to be made to clear the beach and then clear the Bluffs. We then moved to the EastSide Restaurant, using the so-called wedding dock for our staging area. There is no suitable beach, no bathroom facilities at that time of night, and we still have to make a turn around an unlit green buoy at the Southwest end of The Bluffs. This year the EastSide Weeding Dock has been moved to a different location.

Our request:

1. To be able to dock 1 to 4 boats at the City Dock for 12 hours before the start of the swim. We would fill the boats with gas and prepare them for the swim.
2. To be able to use the Boat Ramp for swimmers to start their swim at 12:01 am on the chosen day for the swim.
3. To have access to the City Dock Bathrooms.

In Search of Memphre 2024

Yellow - Silicone

June 17, 18, 19, 2024

1 Caroline Block F 40 Alexandria VA

July 8, 9, 10, 2024

2 Sara Wolf F 54 Auburn AL
3 Isabella Gerardi F 19 Seekonk Ma

July 15, 16, 17, 2024

4 Bernie Abbot M 30 Charlestown MA Jesus Chacin
5 Cynthia Aguilar F 42 Juarez MX
6 Joe Infantino M 32 Chapel Hill NC Melissa Burroughs

August 13, 14, 15, 2024

14 Vera Rivard F 20 Derby VT Team Rivard
15 Margaret Rivard F 17 Derby VT Team Rivard

August 20, 21, 22, 2024

7 Austin Frazer M 38 San Antonio TX
8 John Smirnow M 58 Takoma Park MD
9 Piotr Blankowski M 49 Gdynia POL

August 27, 28, 29, 2024 -

10 Cheryl Reinke F 60 York SC
11 Benjamin Bryant M 65 Steuben ME melissa bryant
12 Matthias Kaßner M 56 Berlin GER

September 3, 4, 5, 2024

13 Eric Schall M 62 Kingston PA

September 10, 11, 12, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2024

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PRODUCER SportsInsurance.com P.O. Box 1155, Lake Placid, NY, 12946	CONTACT NAME: PHONE (A/C, No, Ext): 1-866-889-4763 E-MAIL: info@sportsinsurance.com ADDRESS: PRODUCER CUSTOMER ID:	FAX (A/C No):
INSURED Sports Marketing Program Management Inc. Kingdom Games, Inc. PO Box 310 Newport, VT, 05855	INSURER(S) AFFORDING COVERAGE INSURER A : Texas Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 16543

COVERAGES

CERTIFICATE NUMBER: A-SP-SI-24-04-11-302696

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	BESGLPTNV011301_170012_02	05/17/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000.00 FIRE DAMAGE TO PREMISES RENTED (Any one premises) \$ 300,000.00 MED EXP (any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	OTHER Abuse/Molestation	Y	N	BESGLPTNV011301_170012_02	05/17/2024	03/01/2025	Each Occurrence: \$ 25,000.00 Aggregate: \$ 50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Liability Policy Deductible: \$0.00 Deductible for Bodily Injury and \$1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

CERTIFICATE HOLDER

City of Newport
222 Main Street
Newport, VT, 05855

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Di Perno

AGENCY SportsInsurance.com		NAMED INSURED Kingdom Games, Inc.	
POLICY NUMBER BESGLPTNV011301_170012_02		PO Box 310 Newport, VT, 05855	
CARRIER Texas Insurance Company	NAIC CODE 16543	EFFECTIVE DATE: 05/17/2024	

ADDITIONAL REMARKS

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FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
RE: Registered Running participants: 05/18/2024 - 05/18/2024, 07/04/2024 - 07/04/2024, 10/05/2024 - 10/05/2024; Registered Swimming - open water - Lakes and oceans, large class
one rivers participants: 07/27/2024 - 07/27/2024, 06/15/2024 - 06/15/2024, 06/22/2024 - 06/22/2024, 06/29/2024 - 06/29/2024, 07/06/2024 - 07/06/2024, 07/13/2024 - 07/13/2024,
07/20/2024 - 07/20/2024, 08/03/2024 - 08/03/2024, 08/04/2024 - 08/04/2024, 08/05/2024 - 08/05/2024, 08/06/2024 - 08/06/2024, 08/07/2024 - 08/07/2024, 08/08/2024 - 08/08/2024,
08/10/2024 - 08/10/2024, 08/11/2024 - 08/11/2024, 08/17/2024 - 08/17/2024, 08/24/2024 - 08/24/2024, 08/31/2024 - 08/31/2024, 09/07/2024 - 09/07/2024, 09/14/2024 - 09/14/2024,
06/17/2024 - 06/17/2024, 07/08/2024 - 07/08/2024, 07/15/2024 - 07/15/2024, 08/20/2024 - 08/20/2024, 08/27/2024 - 08/27/2024, 09/03/2024 - 09/03/2024; Registered Cycling
participants: 06/08/2024 - 06/09/2024, 10/05/2024 - 10/05/2024; Registered Swimming participants: 02/21/2025 - 02/23/2025; Registered Kayaking participants: 07/27/2024 -
07/27/2024, 08/10/2024 - 08/10/2024;

CITY OF NEWPORT
SPECIAL EVENT PERMIT APPLICATION

222 Main Street • Newport, VT 05855
Tel (802) 334-2112 • Fax (802) 334-5632

EVENT ORGANIZER

Business/Organization: <u>Journey To Recovery Community Center</u>	
Contact Person: <u>Tyler Hacking</u>	Email: <u>tyler@jtr-cc.org tyler@jtr-cc.org</u>
Billing Address: <u>212 Prouty Drive, Newport, VT 05855</u>	
Phone: Home <input checked="" type="checkbox"/> Work <input type="checkbox"/> Cell <u>(802) 624-4156</u>	Phone: Home <input type="checkbox"/> Work <input checked="" type="checkbox"/> Cell <u>(802) 487-7064</u>
Website: <u>jtr-cc.org</u>	Fax: _____

EVENT DETAILS

Event Dates:

Use(s) Day(s) of the week Date(s) Time(s)

Set-Up 7:00 am
Main Event 9:00 am - 3:00 pm September 7, 2024
Break-Down Done by 4:00 pm All Day
Rain Date(s) _____

Event Description: 5K Walk/Run

Is this an annual event? No ☒ Yes, this is our First year hosting this event.

Location/Venue: <u>NCUHS Football Field</u>	Location/Venue Maximum Capacity: _____
---	--

Number of People Expected to Attend (includes participants, spectators, staff/volunteers, vendors, entertainers): 200-300

PUBLIC HEALTH & PUBLIC SAFETY

Public Safety/Security Plan: Local Police

First Aid/Medical Emergency Plan: Newport Ambulance on-site for the day

Parking Plan: Use NCUHS Parking Lots

Litter Clean-up & Trash Plan: Will have trash cans and take care of on our own

Restroom Plan: ~~portable~~ porta-potties at Football Field

Will you have amplified sound? If so, please explain Yes, loud speaker

Will your event include a parade or road closure? If so please explain 2 Road crossings

Additional Services or Requests: _____

ATTACHMENTS - All large event permit applications must include:
☐ \$25 non-refundable permit fee payable to City of Newport
☐ Site map describing layout of event space.
☐ Certificate of Insurance including \$1,000,000 general liability coverage, listing the City of Newport as additional insured.

*** SITE MAPS must include:**
Aerial view showing placement of parking entrances/exits, tents picnic/food areas, restrooms waste receptacles, utilities (power/water supply), security/emergency bases, vendors, stage/entertainment/activity areas, seating and other pertinent areas

By signing below, I acknowledge the information provided on this application is true and accurate. This application must be reviewed by relevant municipal departments and submitted at least 30 days prior to the event date. I understand that this permit is not approved until I have received confirmation from the City of Newport.

Signature: _____ Print: _____

Date: _____

9/27/20

MUNICIPAL DEPARTMENT REVIEW

In this section, it is the Event Organizer's responsibility to solicit feedback from relevant municipal departments. During the review period, the Event Organizer may need to answer additional questions or make adjustments in the interest of public safety or convenience. This process may take up to two weeks and must be completed before the Event Permit application is submitted. Applications that have not been reviewed by department heads will not be accepted.



NEWPORT RECREATION
Michael Brown, Recreation
Director
recdirector@NewportRecreation.org
(802)334-6345 ext. 4

☒ Reviewed – Recommend approval with no conditions.
☐ Reviewed – Recommend approval with conditions:

☐ Reviewed – Do not recommend approval.

Signature: [Signature] Date: 6/13/24



NEWPORT POLICE
DEPARTMENT Travis Bingham
Chief
Travis.Bingham@NewportPD.org
(802)334-6733 ext. 2

☒ Reviewed – Recommend approval with no conditions.
☐ Reviewed – Recommend approval with conditions:

☐ Reviewed – Do not recommend approval.

Signature: [Signature] Date: 6/4/24



NEWPORT FIRE
DEPARTMENT John
Hadamert Chief
John.Hadamert@NewportVermont.org
(802)334-7919

☒ Reviewed – Recommend approval with no conditions.
☐ Reviewed – Recommend approval with conditions:

☐ Reviewed – Do not recommend approval.

Signature: Jonathan DeLaBruere Date: 6/11/2024

Jonathan DeLaBruere
802-673-8744



NEWPORT PUBLIC WORKS
Tom Bernier, Director
Thomas.Bernier@NewportVermont.org
(802)334-2124

€ Reviewed – Recommend approval with no conditions.
€ Reviewed – Recommend approval with conditions:

€ Reviewed – ~~Do not recommend approval~~

Signature: Thomas Bernier Date: 5/7/24

OTHER:

Contact:

Title

Email:

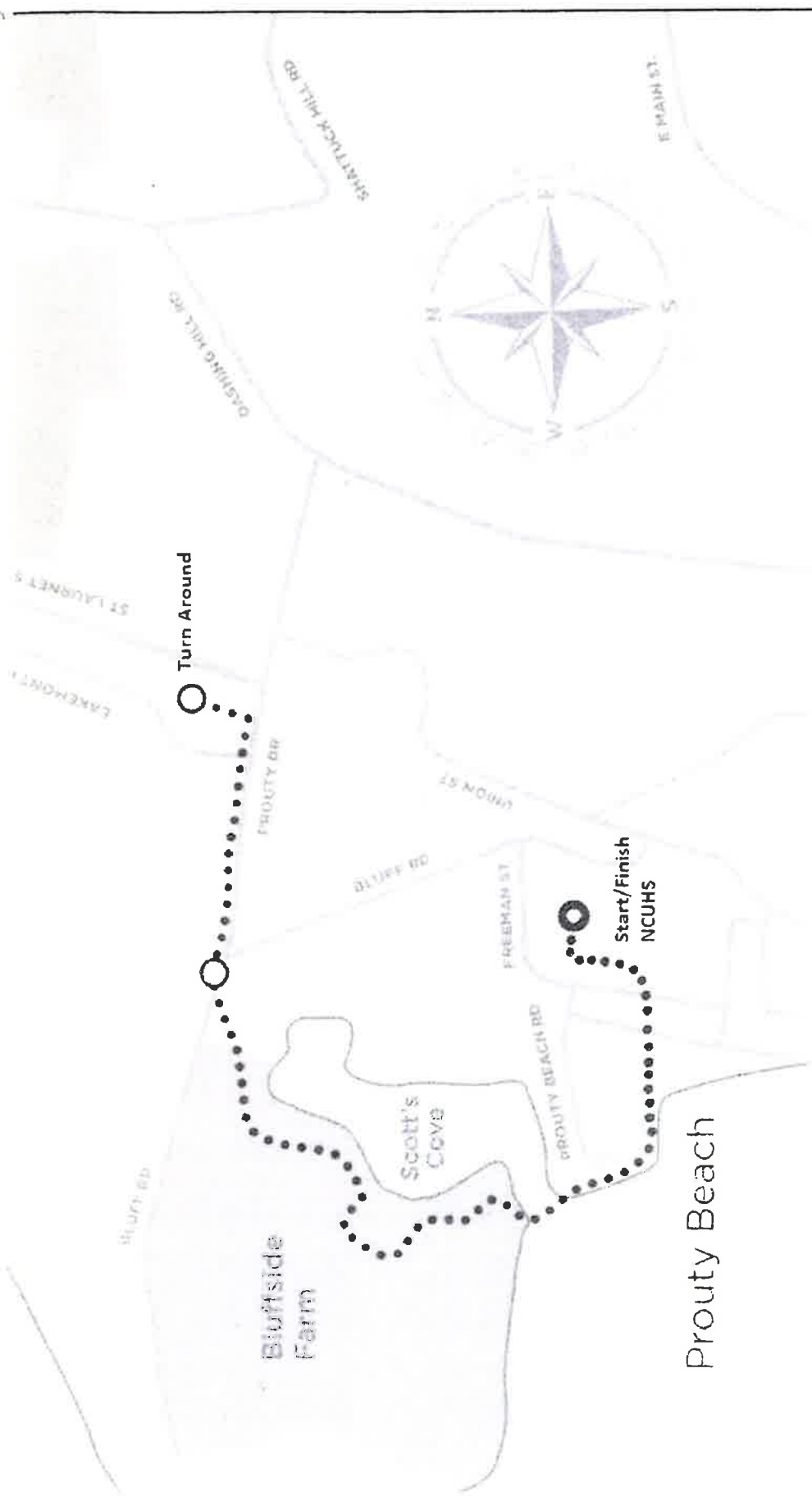
Phone:

€ Reviewed – Recommend approval with no conditions.
€ Reviewed – Recommend approval with conditions:

€ Reviewed – Do not recommend approval.

Signature: _____ Date: _____

SUBMIT COMPLETED FORM TO: City of Newport, ATTN: City Clerk, 222 Main Street, Newport VT
05855 Email: James.Johnson.Clerk@NewportVermont.org Phone: 802-334-2112 Fax: 802-334-5632 with
a copy to info@newportrecreation.org



CITY OF NEWPORT, VERMONT

Bluff Road Pump Station Storage Tank

Contract No. 1

RF1-259

MAY, 2024

90% DRAFT

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CITY OF NEWPORT, VERMONT

BLUFF ROAD PUMP STATION STORAGE TANK

CONTRACT NO. 1

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CITY OF NEWPORT, VERMONT

BLUFF ROAD PUMP STATION STORAGE TANK

CONTRACT NO. 1

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APPENDICES

Appendix A:	Subsurface Information
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ADVERTISEMENT FOR BIDS
CITY OF NEWPORT, VERMONT
BLUFF ROAD PUMP STATION STORAGE TANK
CONTRACT NO. 1

General Notice

Sealed Bids for the construction of the Bluff Road Pump Station Storage Tank will be received by the City of Newport via electronic mail until **1:00 PM local time on** , 2024. The project consists of the addition of a new 8' diameter precast concrete wet well and a new 24" ductile iron pipe connection between the new and existing pump station wet wells. Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form.

Bids shall be sent electronically by **1:00 PM,** , 2024 to all the following addresses:

jbooth@aeengineers.com

aarsenault@aeengineers.com

jonathan.delabruere@newportvermont.org

rebecca.therrien@newportvermont.org

Bidders are highly encouraged to submit their bids earlier than the listed deadline to prevent issues with the submission process. Bids received electronically past the **1:00 PM** deadline will be considered late and thus will not be included in the bid tabulation. Bidders are required to reach out to confirm receipt once a bid has been submitted. A bid tabulation will be released to all bidders within 5 business days.

The Project includes the following Work:

The addition of a new 8' diameter precast concrete wet well and a new 24" ductile iron pipe connection between the new and existing pump station wet wells.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is: Blueprints, Etc, 20 Ferrell Street, South Burlington, VT 05403, (802) 865-4503. Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM and 4:30 PM and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be obtained from the Issuing Office at a non-refundable cost of \$100.00 for each set, plus shipping. This purchase price includes a full set of Bidding Documents and an electronic copy of the Bidding Documents in portable document format (PDF). Alternatively, electronic only copies in portable document format (PDF) of the Bidding Documents are available for a non-refundable charge of \$75.00, plus shipping.

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents or electronic documents on compact disk will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen.

Bidding Documents may also be examined at the City of Newport City Hall at 222 Main Street, 2nd Floor, Newport, Vermont 05855 on Mondays through Fridays between the hours of 9:00 AM and 3:00 PM and on the website of Aldrich + Elliott, PC at www.aeengineers.com.

Pre-bid Conference

A pre-bid conference will be held at 10:00 AM local time on , 2024 at the 222 Main Street, 2nd Floor, Newport, Vermont 05855. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Funding and Project Procurement

This project is funded using Town funds, and the following provisions apply to this work.

1. Bid Security in accordance with the Instructions to Bidders
2. Performance Bond and Payment Bond each in the amount of 100% of the contract price
3. Federal Wage Rates as determined under the Davis-Bacon Act

Instructions to Bidders.

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

This Advertisement is issued by:

Owner: City of Newport
By: Jonathan DeLaBruere
Title: City Manager
Date: , 2024

BID FORM FOR CONSTRUCTION CONTRACT

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Newport City Hall at 222 Main Street, 2nd Floor, Newport, Vermont 05855. Attn: Jonathan DeLaBruere, City Manager.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. **Entire Bid Form**
 - B. Required Bid security;
 - ~~C. List of Proposed Subcontractors;~~
 - ~~D. List of Proposed Suppliers;~~
 - ~~E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
 - ~~F. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
 - G. Required Bidder Qualification Statement with supporting data **to be submitted within 5 days of bid by the low bidder. Does not need to be submitted with the bid.**

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
- Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extended Price
1	Bluff Road Pump Station Wetwell	L.S.	1	\$	\$
2	Bonds	L.S.	1	\$	\$
TOTAL OF ALL UNIT PRICE AND LUMP SUM BID ITEMS					\$

ARTICLE 4—[DELETED]

ARTICLE 5—[DELETED]

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Agreement.
- 6.02 **[Deleted]**
- 6.03 **[Deleted]**
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Receipt of Addenda*

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

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

A. The Bidder certifies the following:

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

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 8.03 By signing this BID, the BIDDER certifies that the BIDDER complies with the following Federal requirements:
- A. 45 CFR Part 604 – Disclosure of Lobbying Activities
 - B. Certification regarding Debarment, Suspension, and Ineligibility Statement
 - C. Notice to Labor Unions or other Organizations of Workers Certification of Non-Segregated Facilities
- 8.04 I ☐ have, ☐ have not (check one), participated in a previous contract or subcontract subject to Executive Order No. 11246, as amended, (regarding equal employment opportunity) or a preceding similar Executive Order. See the following for Executive Order No. 11246: <http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>
- 8.05 I ☐ have, ☐ have not (check one), previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
- 8.06 Bidder understands that if Bidder has failed to file any compliance reports that have been required of them. Bidder is not eligible and will not be eligible to have their Bid considered or to enter into the proposed contract unless and until Bidder makes an arrangement regarding such reporting that satisfactory to the Agency and the office where the reports are required to be filed.
- 8.07 Bidder understands and acknowledges that the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between the **City of Newport** (Owner) and [] (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **City of Newport, Vermont – Bluff Road Pump Station Storage Tank, Contract No.1,** which consists of **installation of a new 8' diameter precast concrete wet well and a new 24" ductile iron pipe connection between the new and existing pump station wet wells.**
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents. The project site is generally located on the southeast corner of the intersection between Bluff Road and Prouty Drive.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

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

- D. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
 - 1. Bid Advertisement
 - 2. This Contract for Construction of a Small Project.
 - 3. Performance Bond
 - 4. Payment Bond
 - 5. Specifications as listed in the Specifications Table of Contents
 - 6. Drawings as listed on the Drawing Sheet Index.
 - 7. Addenda.
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

ARTICLE 3—ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is **Aldrich + Elliott, PC**.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

- A. The Work will be substantially complete within **45** days after the Effective Date of the Contract and completed and ready for final payment within **60** days after the Effective Date of the Contract.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult

and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **\$500** for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

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

4.04 *Progress Schedules*

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

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Payment will be made in an amount equal to the total of all extended prices for actual work completed. The extended price is determined by multiplying the unit price times the actual quantity of that work item completed. Actual quantities installed will be determined by the engineer.
- B. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Bluff Road Pump Station Wetwell	L.S.	1	\$	\$
2	Bonds	L.S.	1	\$	\$
Total of all extended prices for Estimated Quantities of Work					\$

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

ARTICLE 6—BONDS AND INSURANCE

6.01 Bonds

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 Insurance

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Commercial General Liability

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

b. Automobile Liability

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

c. *Excess or Umbrella Liability*

Per Occurrence	\$3,000,000
General Aggregate	\$3,000,000

d. *Contractor's Pollution Liability*

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must

be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

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

- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

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

7.07 *Laws and Regulations; Taxes*

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

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and

clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.

- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only

to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER’S RESPONSIBILITIES

8.01 *Responsibilities*

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

ARTICLE 9—ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Engineer’s Status*

- A. Engineer will be Owner’s representative during construction.
- B. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

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

10.02 *Change Orders*

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

10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally

recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
1. Review the condition in question;
 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

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

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

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

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

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

- A. The Owner shall retain **95%** of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

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

14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

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

14.08 *Final Payment*

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

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

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

17.04 *No Waiver*

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

17.05 *Survival of Obligations*

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

17.06 *Contractor's Certifications*

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

17.07 *Controlling Law*

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

The Effective Date of the Contract is **[date to be inserted at the time of execution]**.

Owner:

City of Newport, Vermont

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Jonathan DeLaBruere

(typed or printed)

Title: City Manager

(typed or printed)

Attest:

(individual's signature)

Title:

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

222 Main Street, 2nd Floor

Newport, VT 05855

Designated Representative:

Name: Mike Jones

(typed or printed)

Title: Town Manager

(typed or printed)

Address:

222 Main Street, 2nd Floor, Newport, VT 05855

Phone: (802) 334-5136

Email: jonathan.delabruere@newportvermont.org

Agreement.

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Newport Mailing address <i>(principal place of business)</i> : City of Newport, 222 Main Street, 2nd Floor, Newport, VT 05855	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

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

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Newport Mailing address <i>(principal place of business)</i> : City of Newport, 222 Main Street, 2nd Floor, Newport, VT 05855	Contract Description <i>(name and location)</i> : Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

NOTICE TO PROCEED

Owner: City of Newport Owner's Project No.: 1
Engineer: Aldrich + Elliott Engineer's Project No.: 22022
Contractor: _____ Contractor's Project No.: _____
Project: Bluff Road Pump Station Storage Tank
Contract Name: Contract No. 1
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Final Completion is 60 days from the date stated above for commencement of the Contract Times, resulting in a date for Final Completion and readiness for final payment of [date, calculated from commencement of above].

Before starting any Work at the Site, Contractor must comply with the following:

N/A

Owner: City of Newport
By (signature): _____
Name (printed): Jonathan DeLaBruere
Title: City Manager
Date Issued: _____
Copy: Engineer

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner: City of Newport Owner's Project No.: 1
Engineer: Aldrich + Elliott Engineer's Project No.: 22022
Contractor: Contractor's Project No.:
Project: Bluff Road Pump Station Storage Tank
Contract Name: Contract No. 1
Date Issued: Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

FIELD ORDER NO.: [Number of Field Order]

Owner:	City of Newport	Owner's Project No.:	1
Engineer:	Aldrich + Elliott	Engineer's Project No.:	22022
Contractor:		Contractor's Project No.:	
Project:	Bluff Road Pump Station Storage Tank		
Contract Name:	Contract No. 1		
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

CHANGE ORDER NO.: _____

Owner:	City of Newport	Owner's Project No.:	1
Engineer:	Aldrich + Elliott	Engineer's Project No.:	22022
Contractor:		Contractor's Project No.:	
Project:	Bluff Road Pump Station Storage Tank		
Contract Name:	Contract No. 1		
Notice to Proceed (Date):		Original Contract Length (Days):	
Date Issued:		Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Newport Owner's Project No.: 1
Engineer: Aldrich + Elliott Engineer's Project No.: 22022
Contractor: Contractor's Project No.:
Project: Bluff Road Pump Station Storage Tank
Contract Name: Contract No. 1

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

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

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

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

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

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.

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

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

[List amendments to Owner's Responsibilities]

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

[List amendments to Contractor's Responsibilities]

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

[List attachments such as punch list; other documents]

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

Engineer

By (signature): _____

Name (printed): _____

Title: _____

Owner

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Contractor

By *(signature)*: _____

Name *(printed)*: _____

Title: _____



Contractor's Application for Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment
Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ _____
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ _____
			3. Current Contract Price (Line 1 ± 2).....	\$ _____
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ _____
			5. RETAINAGE:	
			a. X _____ Work Completed.....	\$ _____
			b. X _____ Stored Material.....	\$ _____
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
			8. AMOUNT DUE THIS APPLICATION.....	\$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of: \$ _____

(Line 8 or other - attach explanation of the other amount)

is recommended by: _____

(Engineer) (Date)

Payment of: \$ _____

(Line 8 or other - attach explanation of the other amount)

is approved by: _____

(Owner) (Date)

Approved by: _____

Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):					Application Number:			
Application Period:					Application Date:			
		B	Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
	Totals							

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

SECTION 01010

SUMMARY AND SEQUENCE OF WORK

1. GENERAL

1.1 CONTRACT DOCUMENT

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in all sections.
- B. Specification Arrangement
 - 1. Titles to and arrangements of sections and paragraphs in these Specifications are used merely for convenience and shall not be taken as a correct or complete segregation of the several categories of materials, equipment, and labor, nor as the attempt to outline or define jurisdictional procedures.

1.2 INTENT

- A. The entire work provided for in this Specification and on the Contract Drawings shall be constructed and finished in every respect in a good workmanlike and substantial manner. All parts necessary for the proper and complete execution of the work whether the same may have been specifically mentioned or not, or indicated in a manner corresponding with the rest of the work as if the same were particularly described and specifically provided herein. It is not intended that the Contract Drawings shall show every detailed piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed. All materials and equipment shall be new unless specifically stated otherwise in these Contract Documents.

1.3 SCOPE

- A. The work required by these Specifications shall include furnishing all labor, skill, supervision, tools, construction plant, equipment and materials, and performing all operations necessary for the properly completed Contract work as shown on the Specification Drawings, as mentioned in these Specifications, and as evidently required, to the complete satisfaction of the awarding authority and their authorized representatives.

1.4 GENERAL DESCRIPTION OF WORK

- A. Construction of new concrete wetwell and overflow pipe:
 - 1. Construct a new 8' diameter precast concrete wet well and a new 24" ductile iron pipe connection between the new and existing pump station wet wells.

1.5 WORK BY OTHERS

- A. There may be other contractors working on related or nonrelated projects. If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will settle. If such other contractor or subcontractor shall assert any claim against the Owner because of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

1.6 WORK SEQUENCE

- A. Sequence construction to accommodate continued usage of public property.
- B. Contractor to sequence operations to conform with any requirements stipulated by permits, ordinances, or the Contract Documents.
- C. Prior to performing any work, the Contractor shall submit a detailed flow plan and work schedule for review and approval by the Owner and engineer.

1.7 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
 - 1. Law
 - 2. Ordinances
 - 3. Permits
 - 4. Contract Documents
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structures with weight that will endanger structures.
- D. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products which interfere with operations of Owner or other contractor(s).
- E. Obtain and pay for use of additional storage or work areas needed for operations.
- F. Limit use of site for work and storage.
 - 1. Use of site not to interfere with pedestrian and vehicle access to abutting properties.

1.8 CONTRACT DURATION

- A. The contract duration assumes the Contractor may operate with multiple crews for a portion of the work. However, the Contractor shall not operate more than two (2) crew's at remote locations or night work without prior written approval of the Owner. Due consideration will be given to the ability of the engineer's field staff to adequately

monitor the Contractor's work. The Owner may restrict the number of crews and/or crew locations and activities as reasonably necessary to assure adequate observation of the work by the engineer's field staff. The Contractor shall plan their scheduling and construction activities to allow reasonable observation by one individual designated by the engineer. The Contractor is prohibited from operating consecutive day and night crews unless it is specifically identified on the plans or otherwise required due to unmitigating circumstances and only with prior approval.

2. PRODUCTS

2.1 None used.

3. EXECUTION

3.1 None used.

END OF SECTION

SECTION 01012

PERMITS

1. GENERAL

1.1 CONTRACT DOCUMENT

- A. The following permits have been acquired by the Owner or must be obtained by the Contractor (as indicated). The conditions and requirements of these permits are material requirements of the Contract Documents. Bidders shall factor the time and costs of all permit conditions into the Bid. The Contractor shall comply with all permit conditions as they relate to the performance of the work and the delivered project. The Contractor shall not be granted additional compensation to comply with any permit requirement.

1.2 GENERAL PERMIT FOR RUNOFF FROM CONSTRUCTION SITES

- A. This project is subject to the State of Vermont Agency of Natural Resources, DEC General Permit 3-9020 (Latest Revision). A copy of this General Permit is included in Appendix A.
- B. The Contractor shall obtain Co-permittee status under this General Permit, as part of this project. Upon execution of this Agreement, the Contractor shall submit the Assignment of Co-Permittee form to the State. As Co-Permittee, the Contractor has operation and management responsibilities and liabilities associated with erosion prevention and sediment control in completion of the work, including but not limited to the following:
 - 1. Operation and maintenance of control structures.
 - 2. Proper disposal of sediment.
 - 3. Posting of notice at construction site.
 - 4. Frequency of inspection.
 - 5. Corrective action.
 - 6. Record keeping.
 - 7. Late fall/winter construction activities.
 - 8. Submittal of Notice of Termination to the VTDEC.
- C. Overwinter construction (October 15th through May 1st) is not permitted without approval from the VTDEC Water Quality Division.
 - 1. It is expected that final grading, seeding and mulching of disturbed areas will be performed by October 15th of the construction year. If final grading, seeding and mulching of disturbed areas cannot be completed by October 15th of the construction year, measures to provide overwinter stabilization shall be implemented prior to October 15th; final grading, seeding and mulching of these areas shall be performed in the spring following.
 - 2. For site work extending beyond October 15th, and exclusively consisting of site stabilization and minor activities that do not involve new areas of earth disturbance, the VTDEC Watershed Management Division shall be notified in writing prior to September 15th of those planned activities.

3. For site work between October 15th and May 1st, and involving new areas of earth disturbance, a written request to perform overwinter construction shall be submitted to the VTDEC Watershed Management Division before September 15th of the construction year and approved by the VTDEC Watershed Management Division. The written request shall identify specific areas where overwinter construction will occur and the erosion prevention and sediment control measure to be utilized. All measured possible shall be taken to limit the exposure of soils during all late fall and winter construction activities.
4. The VTDEC Watershed Management Division reserves the right to either require an individual permit for construction extending into this time period, or may require suspension of construction activities until the next construction season, if winter construction is determined to present a significant risk to water quality.

END OF SECTION

SECTION 01015

CONTRACT DRAWINGS

1. GENERAL

1.1 CONTRACT DOCUMENT DRAWINGS

- A. The drawings listed on the "Title Sheet" may be modified by addenda and will be issued for construction purposes. These drawings may be supplemented or superseded by such additional general and detail drawings as may be necessary or desirable as the work progresses. The drawings issued for construction at that time or after the signing of the Contract Documents will become the contract drawings.

1.2 EXISTING AND ADJACENT CONDITIONS

- A. Wherever existing conditions or construction not required as part of the work of the contract are shown, they are so shown as a source of information only. The Owner, while believing such information is substantially correct, assumes no responsibility therefore. Before starting any work that might be affected by such existing construction or conditions, the Contractor shall have made himself familiar with all conditions affecting the nature and manner of performing the work and shall not be entitled to any extra compensation for any work or expense arising from or caused by his neglect to have verified all existing conditions and requirements.

1.3 DIMENSIONS

- A. The drawings are made to scale by and large, but all working dimensions shall be taken from the figured dimensions or by actual measurements at the work, and in no case by scaling the prints. The Contractor shall study and compare all drawings and verify all figures before laying out or constructing the work and shall be responsible for any and all errors in the contract work which might have been avoided thereby. Whether or not an error is believed to exist, deviations from the drawings and the dimensions given thereon shall be made only after acknowledgment of receipt of revision is obtained in writing from the Engineer. The Contractor shall take all measurements of existing established conditions notwithstanding the figured dimensions on the drawings. When figured dimensions are not in agreement with the Contractor's measurements, the Contractor will adjust measurements as necessary and provide Engineer with justification for said revisions.

1.4 DIAGRAMMATIC DRAWINGS

- A. Plans or drawings where work is shown diagrammatically, indicate approved working systems. Every piece of material, fittings, fixtures, or small equipment is not shown nor every difficulty or interference that may be encountered. To carry out the true intent and purpose of the Contract Documents, all necessary parts to make complete, correct working systems or installation shall be included as if detailed on these drawings.

- B. The location of equipment shown on the drawings, unless exactly dimensioned, shall be considered as approximate only. The Contractor shall adjust the position of the equipment in accordance with good working practices to meet interferences, provide proper clearance and provide proper access space for operation and maintenance.

1.5 TYPICAL DETAILS

- A. Where shown, the typical details shall apply to each and every item of the Contract work where such items are incorporated and the detail is applicable. Unless noted otherwise, such typical details shall be applicable in full.

1.6 COPIES OF DRAWINGS FURNISHED

- A. The Owner will furnish the Contractor, without charge, up to three copies of the Drawings and Specifications for execution of the Contract work. Additional copies will be furnished at the Contractor's expense when requested.
- B. All drawings and Specifications are the property of the Engineer. The Contractor shall return all copies if so requested.

1.7 LIST OF DRAWINGS

- A. See "Index of Drawings" of the Contract Drawings.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

- 3.1 None used.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

1. GENERAL

1.1 GENERAL

- A. Each unit price or lump sum stated in the Schedule of Prices shall constitute full compensation for all materials, labor, tools, equipment and incidentals thereto, to perform the work in accordance with the Contract Documents.
- B. Payment for any Item of work required by the Contract Drawings and Specifications and/or normally required during the construction of the work herein specified, and not listed as a separate item in the Schedule of Prices in the Bid shall be considered as included in the lump sum and/or unit prices stated in the Schedule of Prices and will not be paid for as a separate item.
- C. Contractor shall request progress payments no more than monthly. Retainage as described in the general conditions will be withheld until final payment.
- D. A Project Schedule update in accordance with Specification Section 01310 shall be submitted with each monthly payments request and is a requirement for approval of the pay estimate.

1.2 ALLOWANCES

- A. Payments for allowances shall include the actual direct cost of the work or fee. No contractor mark-up will be allowed when calculating the actual cost incurred.

1.3 PAYMENTS FOR MATERIALS STORED ON-SITE

- A. Materials which have been delivered and properly stockpiled in the vicinity of the construction site shall be paid for only when all of the following conditions exist:
 - 1. The Contractor provides the Owner with a copy of his insurance against any loss or damage of all materials
 - 2. The Contractor provides the Owner with copies of complete itemized billing for the delivered cost of all materials for which payment is requested. The invoices shall indicate that the material has been delivered to the site.
 - 3. Payments shall not be made for materials or equipment laid out along roadsides or along other proposed routes.
 - 4. Materials and equipment must meet Project specifications.

1.4 BLUFF ROAD PUMP STATION WETWELL (ITEM NO. 1)

- A. Measurement
 - 1. This Pump Station work shall be bid on a Lump Sum basis. The Lump Sum Price paid for under this Item in the Schedule of Prices shall include work, materials, and

other costs necessary to complete the following work:

- a. Exploration and verification of any existing conditions identified on the Contract Drawings,
- b. Protection and preservation of the existing pump station, gravel driveway, and sidewalks.
- c. Excavation for structures, structural fill, and fill
- d. Removal and disposal of excavated materials and existing utilities
- e. Installation of the new 8' diameter precast concrete wet well
- f. Core new pipe penetration and install the new 24" ductile iron pipe
- g. Grouting and shaping the new wet well's fillet
- h. Connect new wet well to the existing sewer overflow where required on the Contract Drawings, and any shrub and tree removal necessary for this purpose,
- i. Any sheeting/shoring or dewatering that may be required
- j. Any pumping and hauling of wastewater required during construction
- k. All erosion control measures
- l. Final grading, landscaping and surface restoration
- m. Any ancillary work necessary for the successful construction and commissioning of the new wet well.

B. Payment

1. The Lump Sum Price stated for this Item in the Schedule of Prices is full compensation for furnishing all labor, materials, tools and equipment and for work and expenses incidental thereto for the complete construction and installation as shown on the Contract Drawings, and as noted herein including appurtenances.

1.5 BONDS (ITEM NO. 2)

A. Measurement

1. The quantity to be paid for under this Item in the Schedule of Prices shall be the total cost of all the bonds required for the project based on the estimated total cost of all items of work in the Schedule of Prices, except this Item.

B. Payment

1. The cost of all the bonds shall be paid for on a lump sum basis and shall be included for payment in the first monthly estimate. In the final estimate, an adjustment shall be made if necessary so that the total amount paid for the bonds will be based on the total Contract cost for all work actually done under the various items of work in the Schedule of Prices except for the bond.

2. PRODUCTS

2.1 None used.

3. EXECUTION

3.1 None used.

A + E PROJECT 22022

CITY OF NEWPORT, VERMONT
BLUFF ROAD PUMP STATION STORAGE TANK
CONTRACT NO. 1

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

1. GENERAL

1.1 DESCRIPTION

- A. Execute cutting (including excavating), fitting, or patching or work required to:
 - 1. Make several parts fit properly.
 - 2. Uncover work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Install specified work in existing construction.
- B. In addition to Contract requirements, upon written instructions of Engineer:
 - 1. Uncover work to provide for Engineer's examination of covered work.
 - 2. Remove samples of installed materials for testing.
 - 3. Remove work to provide for alteration of existing work.
- C. Do not endanger any work by cutting or altering work or any part thereof.
- D. Do not cut or alter work of another contractor without written acknowledgment from the Engineer.

1.2 SUBMITTALS

- A. Prior to cutting which affects structural integrity or safety of Project, or work of another contractor, submit written notice to Engineer requesting to proceed with cutting. Include:
 - 1. Identification of Project.
 - 2. Description of affected work.
 - 3. Necessity of cutting.
 - 4. Effect on other work, on structural integrity of project.
 - 5. Description of proposed work. Designate:
 - a. Scope of cutting and patching
 - b. Contractor and trades to execute work
 - c. Products proposed to be used
 - d. Extent of refinishing
 - 6. Alternatives to cutting and patching.
- B. Contractor is responsible for cost of all cutting and patching work.
- C. Should conditions of work, or schedule indicate change of materials or methods, submit written recommendation to Engineer. Include:
 - 1. Conditions indicating change.
 - 2. Recommendations for alternative materials or methods.
 - 3. Submittals as required for substitutions.

4. Estimate of cost.

- D. Submit written notice to Engineer designating time work will be uncovered so as to provide for observation by the Engineer.

1.3 PAYMENT FOR COSTS

- A. Costs caused by ill-timed or defective work, or work not conforming to Contract Documents, shall be borne entirely by the Contractor.
- B. Costs for work done by the request of Engineer, other than on defective or nonconforming work, shall be borne by the Owner only by way of previously approved change order.

2. PRODUCTS

2.1 MATERIALS

- A. Materials for replacement of work shall comply with Specifications for type of work to be done.

3. EXECUTION

3.1 INSPECTION

- A. Inspect existing conditions of work, including elements subject to movement or damage during:
1. Cutting and patching.
 2. Excavating and backfilling.
- B. After uncovering work, inspect conditions affecting installation of new products.

3.2 PREPARATION PRIOR TO CUTTING

- A. Provide shoring, bracing, and support as required to maintain safety and structural integrity of project.
- B. Provide protection for other portions of Project.
- C. Provide protection from elements.

3.3 PERFORMANCE

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.

- B. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs and new work.
- C. Execute excavating and backfilling by methods which will prevent damage to other work and will prevent settlement.
- D. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents and the instructions of the Engineer.
- E. Refinish entire surfaces as necessary to provide an even finish.

END OF SECTION

SECTION 01070**ABBREVIATIONS AND REFERENCES****1. GENERAL**

1.1 SECTION INCLUDES

A. The following abbreviations which may be used in these Specifications:

CISPI -	Cast Iron Soil Pipe Institute
AASHTO -	American Association of State Highway and Transportation Officials
ACI -	American Concrete Institute
AGMA -	American Gear Manufacturers Association
AIEE -	American Institute of Electrical Engineers
AISC -	American Institute of Steel Construction, Inc.
AISI -	American Iron & Steel Institute
ANSI -	American National Standards Institute
API -	American Petroleum Institute
ASA -	American Standards Association
ASCE -	American Society of Civil Engineers
ASME -	American Society of Mechanical Engineers
ASSE -	American Society of Sanitary Engineers
ASTM -	American Society for Testing Materials
AWS -	American Welding Society, Inc.
AWWA -	American Water Works Association
CIPRA -	Cast Iron Pipe Research Association
DIPRA -	Ductile Iron Pipe Research Association
Fed.Spec -	Federal Specifications
NEWWA -	New England Water Works Association
NEC -	National Electrical Code
NEMA -	National Electrical Manufacturers Association
NEMI -	New England Masonry Institute, Inc.
NFPA -	National Fire Protection Association
SCPI -	Structural Clay Products Institute

U.L. -	Underwriters Laboratory
SDI -	Steel Door Institute
AWI -	Architectural Woodwork Institute
NAAMM -	National Association of Architectural Metal Manufacturers
AAMA -	Architectural Aluminum Manufacturers Association
AA -	Aluminum Association
AITC -	American Institute of Timber Construction
ASHRAE -	American Society of Heating, Refrigerating, Air Conditioning Engineers
ARI -	Air Conditioning and Refrigeration Institute
SMACNA -	Sheet Metal and Air Conditioning Contractors National Association
AMCA -	Air Moving and Conditioning Association
AWPB -	American Wood Preservers Bureau
OSHA -	Occupational Safety and Health Act
AGC -	Associated General Contractors
VOSHA -	Vermont Occupational Safety and Health Act
VHD -	Vermont Highway Department
ANR/DEC -	Agency of Natural Resources/Department of Environmental Conservation
EPA -	Environmental Protection Agency (Federal)
FmHA -	Farmers Home Administration (Federal)
VTrans -	Vermont Agency of Transportation
DTA -	District Transportation Administrator

- B. Where reference is made to a specification by one of the above mentioned or other organizations, it is understood that the latest revisions thereof shall apply.
- C. In case of conflict, these Specifications shall take precedence over the above noted specifications.

2. PRODUCTS

2.1 None used.

3. EXECUTION

3.1 None used.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

1. GENERAL

1.1 PRECONSTRUCTION MEETING

- A. After execution of Contract Documents and prior to beginning the work, a preconstruction meeting at a location determined by the Engineer shall be scheduled and held. This can coincide with Agreement execution date.
- B. In attendance shall be:
 - 1. Owner
 - 2. Engineer
 - 3. Contractor (Project Manager and Superintendent)
 - 4. Representatives of State and/or Federal agencies
 - 5. Representatives of local government
 - 6. Representative of local electric company
 - 7. Representative of local telephone company
- C. The minimum agenda will consist of the following:
 - 1. Distribute and discuss the tentative Project Schedule
 - 2. Notice to Proceed
 - 3. Sanitary regulations
 - 4. Project signs
 - 5. Critical work sequencing
 - 6. Relationships and coordination with other contracts and/or work, awarding of subcontracts
 - 7. Designation of responsible personnel
 - 8. Processing of field decisions and change orders
 - 9. Submittal of shop drawings, project data, and samples
 - 10. Procedures for maintaining record documents
 - 11. Major equipment deliveries and priorities
 - 12. Safety and first aid procedures
 - 13. Security procedures
 - 14. Completion time for Contract and liquidated damages
 - 15. Requests for extension of Contract time
 - 16. Procedures for making partial payments
 - 17. Guarantee on completed work
 - 18. Equipment to be used
 - 19. Staking of work
 - 20. Project inspection
 - 21. Labor requirements
 - 22. Equipment and labor rates
 - 23. Project schedule with monthly schedule of payments

1.2 MONTHLY PROGRESS MEETINGS

- A. Contractor's Project Manager and resident Supervisor (Superintendent) shall attend monthly progress meetings as scheduled by the Engineer.
- B. The minimum agenda will consist of the following:
 - 1. Review work progress over the last month
 - 2. Review planned work activities over the next month
 - 3. Review the overall project schedule (updated for the meeting)
 - 4. Review status of shop drawing submissions/review
 - 5. Review outstanding change order pricing and approval
 - 6. Submission of record drawings for materials installed over last month
 - 7. Review monthly Payment Request
 - 8. Review Owner concerns
 - 9. Review Engineer concerns
 - 10. Review Contractor concerns
 - 11. Review Funding Agency concerns
 - 12. Other business as necessary

1.3 COORDINATION/STATUS MEETINGS

- A. Contractor shall schedule and coordinate weekly status meetings with the field engineer and Owner's representative. The meeting will cover a review of upcoming work activities, coordination issues and other concerns that should be addressed prior to the Monthly Progress Meeting.

1.4 PAYMENT REQUESTS

- A. Payment Requests shall be submitted by the Contractor in accordance with the General Conditions including Paragraph 15. These Payment Requests will be reviewed at the Monthly Progress Meetings. Complete Payment Requests must include:
 - 1. Up-to-date Project Schedule/Schedule of Payments.
 - 2. Up-to-date record drawing field data available.
 - 3. Davis-Bacon certified payrolls.
 - 4. **The Payment Request will not be approved until the items listed above are provided, to the satisfaction of the Owner and Engineer.**

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

- 3.1 None used.

END OF SECTION

SECTION 01300

SUBMITTALS AND SUBSTITUTIONS

1. GENERAL

1.1 DESCRIPTION

- A. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards. To ensure that the specified quality of product is furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for its review for compliance to Specification by the Engineer.

1.2 PRODUCT HANDLING

- A. Make all submittals of schedules, shop drawings, samples, requests for substitutions, and other items in strict accordance with the provisions of this Section of these Specifications.

1.3 SCHEDULES

- A. Project Schedules/Schedule of Payments
 - 1. See Specifications Section 01310, for project schedule requirements.
 - 2. The preliminary project schedule shall be submitted before the pre-construction meeting. The schedule shall be updated at least monthly, as called for in specification section 01310.
 - 3. Prepare a Schedule of Monthly Payments (cash flow) after Engineer's review of project schedule. Use project schedule to prepare an estimate of monthly pay requests for work in-place and stored materials.
 - 4. The Schedule of Monthly Payments must be submitted prior to the first pay estimate.

1.4 SHOP DRAWINGS

- A. The Contractor shall furnish one (1) electronic copy in searchable PDF format, per the Engineer's direction, of manufacturer's shop drawings, specific design data as required in the detailed Specifications, and technical literature covering all equipment and fabricated materials which he proposes to furnish under this Contract in sufficient detail to indicate full compliance with the Specifications. Shop drawings shall indicate the method of installation, the exact layout dimensions and weights of the equipment or materials, including the locations, size, and details of valves, pipe connections, etc.
 - 1. All Contractor submittals must be accompanied by a transmittal cover sheet that provides all information required by the Engineer for a prompt and timely review. The transmittal cover sheet shall be as shown at the end of this section. The Engineer will provide an electronic version of the transmittal cover sheet to the Contractor at the pre-construction meeting for their use. Shop drawing submittals

- that are missing the transmittal cover sheet or with cover sheets missing required information will be returned to the Contractor without review. The Contractor shall make no modifications to the form, except to complete fillable sections on the form.
2. The Contractor is responsible for the prompt submission of all shop and working drawings so that there shall be no delay in the work.
 3. All substitutions must be marked as substitutions.
 4. Submittals in excess of 30 pages shall be provided with a table of contents (index) to facilitate review.
 5. Submittals in excess of 100 pages shall be submitted as a searchable and indexed pdf. They shall also be accompanied by one (1) paper copy upon request by the Engineer.
 6. Where contents include manufacturers' catalogue pages, clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all manufacturers' data with which this installation is not concerned.
 7. Operation & Maintenance Manuals shall be submitted both as a searchable and indexed pdf as described above, as well as three (3) hard copy manuals.
- B. The Contractor shall complete a detailed review of all shop drawings before they are transmitted to the Engineer. The Contractor shall confirm that each of the conditions listed in Item 1.4.A above have been met and that the shop drawing specifically depicts the products and/or materials that they plan to provide/install. The Contractor shall further assure that all extraneous and irrelevant information is purged from the submission. When a specific submittal sheet indicates multiple options or choices, the proposed option or choice shall be clearly marked. If the Owner/Engineer is to select between options, those options that are not available shall be clearly indicated as such. Failure to meet any of these requirements will result in a rejection of the submission by the Engineer without a review. The Engineer will only consider a review of the submission after the Contractor makes the submission conforming to these requirements.
- C. The Contractor is solely responsible for determining that the submission is properly coordinated with other work and other shop drawings. Contractor shall verify all field dimensions. Contractor shall determine suitability of materials and equipment to meet the design concept. Contractor shall confirm that the submission conforms to their means and methods.
- D. The Contractor shall clearly list any and all deviations from the Contract Documents on the shop drawing transmittal cover sheet and clearly indicate deviations within the shop drawing material as well. The Engineer will review and accept or reject deviations noted above. Failure of the Contractor to properly identify a deviation and the Engineer's subsequent approval of the shop drawing does not alleviate the Contractor's responsibility to address said deviation which may include a subsequent rejection of the shop drawing submission if the deviation is found to be unacceptable.
- E. The Engineer shall promptly review all shop drawings. The Engineer's acknowledgment of general conformance of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents and coordination with other work. Regardless of corrections made in or acknowledgment of general conformances given to such drawings by the Engineer, the Contractor will nevertheless be responsible

for the accuracy of such drawings and for their conformity to the Contract Drawings and Specifications. The Engineer may require the submission of associated work, even work of other specification sections, if necessary to perform a coordinated review. In such an event, the Engineer shall promptly notify the Contractor.

- F. The Engineer will review the submission for conformance with the information in the contract documents and to determine whether the proposed installation is compatible with the design concept. The Engineer will not make a determination regarding whether the submission is properly coordinated with other submissions, nor will the Engineer review Contractor means and methods, which are the sole responsibility of the Contractor.
- G. Any substantive design changes or Contract Time or Price changes that the Contractor believes are resulting from the Engineers review comments, will be brought to the Engineer immediately. Engineer review comments on a shop drawing are not authorization for the Contractor to perform a change in the Work that results in a Contract Time or Price change. Such changes can only be made by change order.
- H. Approval by the Owner of any deviation in materials, workmanship, or equipment proposed subsequent to acceptance of the Shop Drawings or design data shall be requested in writing by the Contractor.
- I. Portions of the work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been acknowledged as conforming to Contract Documents by the Engineer. A copy of each Shop Drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.
- J. Provide a Products List per Section 01600.

1.5 MANUFACTURER'S CERTIFICATIONS

- A. For pipe, cement, steel reinforcement, paint, and similar materials which are normally tested in the shop by the manufacturer, the Contractor shall furnish the Engineer certified records of physical, chemical, and other pertinent tests and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the Specifications. Where such a small quantity of materials is required to make physical tests or chemical analyses impractical, a certificate from the manufacturer stating the results of such tests or analyses of similar materials which were concurrently produced may be considered by the Engineer.
- B. Each manufacturer's certificate shall be endorsed or accompanied by the Contractor's certificate that the materials certified by the manufacturer will be the material incorporated in the work.

1.6 SAMPLES

- A. The Contractor shall furnish for review samples of materials to be used for construction, as requested by the OWNER or ENGINEER.
- B. Contractor shall pay all costs for samples. Samples will only be returned to the Contractor upon Contractor's request. Such requests must be made in writing at the time of delivery to the ENGINEER for review.

1.7 GROUPING OF SUBMITTALS

- 1. Unless otherwise specifically permitted by the Engineer, make all submittals as appropriate in groups containing all associated items, including items of other specification sections, to allow the Engineer to review and confirm that there is coordination between components as specified. The Engineer may not allow partial submittals as not complying with the provisions of the Contract Documents.
- 2. All shop drawing submissions shall be separated by specification section. The Engineer will review shop drawings by specification section. Failure to comply with this requirement without the prior approval of the Engineer will result in return of the submission without review.
- 3. To the extent practical, the Contractor shall submit all information required by a given specification section at one time.
- 4. Where components described by different specification sections are submitted concurrently, for convenience or to satisfy (condition #1 above), they must still be submitted divided by specification section.

1.8 TIMING OF SUBMITTALS

- A. General
 - 1. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
- B. Delays
 - 1. Costs of delays occasioned by tardiness of submittals shall be borne entirely by the Contractor.

1.9 RECORD DRAWINGS

- A. Refer to Section 01720.

2. PRODUCTS

2.1 None used.

3. EXECUTION

3.1 None used.

CONTRACTOR'S REVIEW CERTIFICATION

Submittal Description: _____

Project: _____ Specification Section: _____

Contractor: _____ Engineer: **Aldrich + Elliott, PC**

Contractor Project No.: _____ Engineer's Project No.: _____

Supplier Name: _____

Supplier Address: _____

Supplier Contact: _____

Supplier Phone: _____

Supplier E-Mail: _____

Contractor's Review Certification:

Contractor certifies that they make this submission for Engineer's review in conformance with the Standard General Conditions of the Construction Contract and Specification Section 01300. Contractor accepts that they are solely responsible for accuracy and completeness of details, such as quantities, dimensions, weights, fabrication, means, methods, sequencing, coordination with other trades, providing a complete and coordinated assembly and performing the work in a safe and satisfactory manner. Contractor shall remain solely responsible for compliance with the Contract Documents and manufacturer's instructions except as expressly permitted in writing by the Owner.

Contractor certifies that this submission is in full conformance with the Contract Documents, except for specific deviations (with accompanying justification) listed below. Failure of the Contractor to provide a summary list and note any and all deviations from the Contract Documents does not relieve them of full responsibility for conformance.

Engineer's review is only for general conformance with the design concept of the project and general compliance with the Contract Documents.

☐ **No Deviations**☐ **List of Deviations:**

(Provide a succinct list of all deviations from the Contract Documents along with justification for the deviation and attach it to this certification. Simply noting deviations throughout the content of the submittal is not acceptable. All deviations from the Contract Documents must be approved in writing by the Owner.)

As authorized representative of [Contractor], I attest to the accuracy of the above certification, accept responsibility for conformance with the Contract Documents and understand the conditions under which the Engineer will render his review.

(Name of Authorized Representative)_____
(Signature of Authorized Representative)

CONTRACTOR'S REVIEW CERTIFICATION

Submittal Description: _____

Specification Section: _____

Project: _____

Contractor: _____

Engineer: **Aldrich + Elliott, PC**

Contractor Project No.: _____

Engineer's Project No.: _____

Supplier Name: _____

Supplier Address: _____

Supplier Contact: _____

Supplier Phone: _____

Supplier E-Mail: _____

Contractor's Review Certification:

Contractor certifies that they make this submission for Engineer's review in conformance with the Standard General Conditions of the Construction Contract and Specification Section 01300. Contractor accepts that they are solely responsible for accuracy and completeness of details, such as quantities, dimensions, weights, fabrication, means, methods, sequencing, coordination with other trades, providing a complete and coordinated assembly and performing the work in a safe and satisfactory manner. Contractor shall remain solely responsible for compliance with the Contract Documents and manufacturer's instructions except as expressly permitted in writing by the Owner.

Contractor certifies that this submission is in full conformance with the Contract Documents, except for specific deviations (with accompanying justification) listed below. Failure of the Contractor to provide a summary list and note any and all deviations from the Contract Documents does not relieve them of full responsibility for conformance.

Engineer's review is only for general conformance with the design concept of the project and general compliance with the Contract Documents.

☐ **No Deviations**

☐ **List of Deviations:**

(Provide a succinct list of all deviations from the Contract Documents along with justification for the deviation and attach it to this certification. Simply noting deviations throughout the content of the submittal is not acceptable. All deviations from the Contract Documents must be approved in writing by the Owner.)

As authorized representative of [Contractor], I attest to the accuracy of the above certification, accept responsibility for conformance with the Contract Documents and understand the conditions under which the Engineer will render his review.

(Name of Authorized Representative)

(Signature of Authorized Representative)

SECTION 01310

PROJECT SCHEDULES

1. GENERAL

1.1 DESCRIPTION

- A. Provide projected project schedules for entire work.
 - 1. Submit initial draft project schedule to Engineer prior to preconstruction conference.
 - 2. Update monthly and submit with pay request.

1.2 PROJECT SCHEDULES, FORM AND CONTENT

- A. Prepare the CPM (critical path method) project schedule in the form of a bar graph to include all information that is required per this section.
 - 1. Provide separate horizontal bar column for each trade, operation, or construction activity.
 - 2. Activities shall be in chronological order showing the beginning and ending date of each activity.
 - 3. Show all schedule tasks on each schedule page.
- B. Identify work of separate phases or other logically grouped activities in accordance with Special Conditions and time restraints. Work shall be scheduled to reflect logical and planned dependencies between work activities. If requested by the Engineer, provide a schedule that indicates the interdependencies between activities. Also provide a network schedule that shows the interdependencies between activities to the Engineer for review. An updated network schedule may be required periodically by the Engineer if they deem that the Work has changed substantially from the initial schedule logic.
- C. Show work to be performed by others as a separate activity. Provide ample notice to the Engineer and Owner if schedule updates change the start date of such work, so it can be properly scheduled to avoid impact to the Contractor's schedule. The Contractor is solely responsible for providing the necessary notice to the Engineer and Owner of schedule requirements for work performed by others.
- D. The schedule shall be based on the critical path method of scheduling. The schedule shall indicate the critical path and the Contractor shall provide the Engineer with a network schedule showing the interdependencies between tasks upon request.
- E. In a critical path schedule there will be float assigned to activities not on the critical path. The Owner owns the float in the schedule. Time extensions will only be granted for changes in the work that alter (impact) the critical path. An updated construction schedule showing the impact of the change in work must accompany any request for a time extension.

1.3 UPDATING

- A. Update monthly and submit with pay requisitions for review by Engineer.
- B. The update shall include all changes occurring since the previous submission of an updated schedule including progress of each activity and revised completion dates, including:
 - 1. Major changes in scope
 - 2. Activities modified since previous updating
 - 3. Revised projections due to changes
 - 4. Other identifiable changes

1.4 SUBMITTALS

- A. Submit Project Schedules prior to:
 - 1. Preconstruction meeting
 - 2. With each monthly payment
 - 3. Re-start after any planned shutdown

2. **PRODUCTS**

- 2.1 None used.

3. **EXECUTION**

3.1 EXECUTION OF SCHEDULE

- A. The Contractor is solely responsible for the scheduling of the work. The Contractor shall use the construction schedule as an aid in planning and executing the work.
- B. The Engineer shall review the preliminary schedule as well as monthly schedule updates and advise the Contractor if they have questions regarding the sequence of work or stated duration of individual activities. Engineer review of the schedule shall not be construed as approval of the sequence of work or relieve the Contractor of sole responsibility for any schedule impacts due to incorrect sequencing or estimates of the duration of work activities.

END OF SECTION

SECTION 01401

TESTS AND RESULTS EXPECTED
(SEWER)

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required, and perform all tests as specified in these Contract Documents. This includes any required corrective actions as specified herein.

B. Required Tests by Contractor

1. For all gravity non-pressure sewer systems installed under this Contract, the Contractor shall perform a low pressure air test on each section of pipe line.
2. A vacuum test shall be made on all new manholes, precast concrete wet wells. Manhole vacuum tests shall be done before backfilling manholes.

C. Materials Testing by Contractor

1. In-place soil compaction test and necessary supporting lab work. Minimum frequency is one every 500' or as determined by the Engineer.
2. Gradation tests
 - a. Shall include test for mortar sand, bedding materials and subsurface material.
3. Concrete tests
 - a. Shall include compression tests as well as onsite slump, temperature and air-entrainment tests.
4. Bituminous concrete tests
 - a. Shall include sampling and testing at batch plant as well as at the paving site. Conduct tests to verify mix gradation, fractured faces, soundness, percent asphalt, temperature and all tests necessary to conform with applicable VAOT standards.

1.2 WATER AND APPARATUS FOR TESTING

A. Contractor To Supply

1. The Contractor shall provide all water and test apparatus as required for his testing, retesting, etc. for this project.
 - a. Water shall be clear and suitable for non-polluting discharge.
 - b. Test apparatus shall be acceptable to the Engineer and meet ASTM and other applicable State standards.

1.3 PAYMENT

- A. By Contractor
 - 1. No separate payment will be made for this item of work. The cost shall be included by the Contractor in the various other lump sum and unit price items in the Schedule of Prices in the Bid.
- B. When initial test (as conducted either by the Contractor or the Engineer) indicates noncompliance with the Contract Documents, all subsequent retesting occasioned by the noncompliance shall be performed at the Contractor's expense.
- C. Testing of all constituents used in concrete mixtures or trial test batches of concrete and bituminous concrete for the purpose of establishing design mixes, shall be at the Contractor's expense.

1.4 SUBMITTALS

- A. Reports
 - 1. The Contractor shall submit signed reports with Engineers certification provided for each test performed showing examinations, leakage and/or other test data within 7 days of test completion.
- B. Reports/Certificates
 - 1. Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of work.

1.5 QUALITY ASSURANCE

- A. Qualifications of Testing Laboratory
 - 1. The testing laboratory will be qualified in accordance with ASTM E329 "Recommended Practice for Inspection and Testing Agencies for Concrete and Steel used in Construction."
- B. Codes and Standards
 - 1. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society of Testing and Materials.
- C. The testing laboratory and/or services selected by the Contractor for his testing shall be acceptable to the Engineer.
- D. The Contractor shall conduct all testing in the presence of the Engineer at times that are in agreement with the Engineer. Any test not witnessed will be considered as not having been performed.

1.6 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.7 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

1.8 COOPERATION WITH TESTING PERSONNEL

- A. All testing personnel shall have access to the work at all times. Facilities shall be provided in order that the laboratory may properly perform its functions.

2. PRODUCTS

2.1 TESTING APPARATUS

- A. Provide labor, pumps, plugs, measuring equipment and other apparatus, complete, and as required to perform testing.
- B. Provide testing fluid, air, nitrogen and other materials as required to accomplish testing.
- C. Provide plugs and caps capable of withstanding the test pressure.
- D. Provide temporary flanges, plugs, bulkheads, thrust, blocks, weighing, bracing and other items necessary to prevent joints from separating, and to prevent any injuries or damage.

3. EXECUTION

3.1 GRAVITY SEWER LEAKAGE TESTS

- A. Preparation
 - 1. Tests to be made only after pipe, including house service connections, has been laid and backfilled. There shall be no gushing or spurting entering the sewer or manhole.
 - a. Contractor may desire to make an air test prior to backfilling for his own purposes. However, the acceptable air test shall be made after backfilling has been completed and compacted.
 - 2. All wyes, tees, or end of side sewer stubs shall be plugged with flexible joint caps, or acceptable alternate, securely fastened to withstand the internal test pressures. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connections or extension.
 - 3. Prior to testing for acceptance, the pipe shall be cleaned with water and by passing through the pipe a full gauge squeegee. It shall be the responsibility of the Contractor to have the pipe clean.

4. The Contractor shall conduct leakage tests in the presence of the Engineer and at times and locations that are in agreement with the Engineer.
5. The Contractor shall be prepared with the necessary test result forms and be prepared to record the test data as it occurs.

B. Air Test

1. Immediately following the pipe cleaning, the pipe installation shall be tested with low-pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches 4.0 pounds per square inch greater than the average back pressure of any groundwater that may submerge the pipe. However, the internal air pressure in the sealed line shall not be allowed to exceed 8 psig. At least two minutes shall be allowed for temperature stabilization before proceeding further.
2. After the stabilization period, observe the gauge and using a stop watch, time the pressure drop to 2.5 psig.
3. The requirements of this Specification shall be considered satisfied if the time required in seconds for the pressure to decrease from 3.5 to 2.5 psig greater than the average back pressure of any groundwater that may submerge the pipe is not less than the amount shown in the following table, for the respective pipe diameters.

PIPE DIAMETER	TIME	
	MIN.	SEC.
6"	4	-
8"	5	-
10"	6	30
12"	7	30
15"	9	30
18"	11	30
24"	14	00

- C. The air leakage test shall be conducted on each manhole-to-manhole section of pipeline.
- D. The Contractor shall make all necessary arrangements for securing the water for test purposes and shall stand the expense of these arrangements and the water required for the tests.
- E. Performance Standard
 1. The rate of infiltration/exfiltration shall not exceed 150 gallons per inch of pipe diameter per mile of pipe per day.
- F. Evaluation of Results/Corrective Actions
 1. Examination for leakage
 - a. If any leakage test of a section of the system discloses a leakage greater than that specified in this Section, the Contractor shall, at his own expense, locate and repair or replace the defective or damaged materials. He shall then repeat the entire test and make additional repairs and tests and continue to repeat until the leakage is within the specified allowance.
 2. All visible streams or jets are to be repaired by the Contractor, at his own expense, regardless of the amount of leakage.

3.2 MANHOLE LEAKAGE TESTS

A. Vacuum Tests

1. After each structure has been set in place (but before backfilling), all inlet and outlet pipes connected, joints and openings sealed and otherwise ready to be backfilled, the Contractor shall perform a vacuum test of each structure in the presence of the Engineer.
 - a. Connect the vacuum pump to the outlet port, open the valve, and draw a vacuum as follows: Manholes: 10"Hg (mercury)
 - b. Close the valve and monitor the vacuum gage
 - c. The manhole shall pass this test if the vacuum holds at the test Hg or drops by no lower than 1" Hg below the test vacuum within the following times:

Depth of Structure 4' - Diameter Concrete Structures	Time	
	Min.	Sec.
0' - 10'	2	0
10' - 15'	2	30
15' - 20'	3	0
20' - 25'	3	30

2. If the vacuum drop exceeds 1" Hg during the specified time periods, the structure shall be resealed on the exterior and steps (a) through (c) above repeated until the vacuum holds for the specified time.
3. After the structure passes the vacuum test, it shall be backfilled carefully so that no leaks are created. If the structure is disturbed in any way during backfill, it shall again be vacuum tested according to steps (a) through (c) above.
4. The Contractor shall provide the Engineer with a written log of each structure leakage test result.
5. Manholes shall be tested and accepted prior to building manhole inverts.

3.3 TESTS BY ENGINEER

- A. Tests taken by the Engineer which do not meet the specified requirements shall be repeated at the expense of the Contractor.
- B. Compacting
 1. The term "compacted to not less than a percent of maximum density" shall mean the minimum degree of compaction to be attained, expressed as a percentage of the maximum density for the materials at optimum moisture content as determined by the current Tests of Moisture-Density Relationships of Soils ASTM D698, Method C. When the term "thoroughly compacted", "well compacted", or "compact" is used in Section 02220, or on the Contract Drawings, it shall mean compaction to at least the percentage specified for each type of fill or backfill at the maximum density of the soil at optimum moisture content when tested in accordance with the above noted method.

3.4 MATERIALS TESTING

- A. The technical specification for each material gives the materials testing requirement for that particular material.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

1. GENERAL

1.1 FIELD OFFICES

A. Contractor's Field Office

1. The Contractor shall provide and maintain on the project site, at the start of construction a weather tight office for use by his personnel from the start of construction work until the completion of the Contract.

1.2 SANITARY FACILITIES

- A. The Contractor shall provide and maintain at the project chemical toilets, number as may be required to comply with health regulations, for use by all Contractors, Subcontractors, Engineers, Owner, State and Federal agencies, and their personnel or representatives. Where work activities are remote to the office trailer (more than 1/2 miles away), sanitary facilities shall be provided in the close proximity of the work area in addition to facilities at the office trailer.
- B. The sanitary facilities provided shall be housed in a weather tight shelter located as approved by the Owner and fitted with a padlock. The Contractor shall maintain the shelter(s) and facilities in a neat and sanitary condition at all times.
- C. Upon completion of his field operations, the Contractor shall remove all traces of the temporary facilities.

1.3 UTILITY STRUCTURES

- A. Any temporary structure which the Contractor or any of his subcontractors may require for storage of material which may be damaged by weather, or other purpose shall be erected, maintained, and finally removed by the Contractor at no expense to the Owner.

1.4 ELECTRICAL SERVICE

- A. The Contractor shall make whatever arrangements are necessary to provide and pay for temporary electric service for the work of this Project. Receptacles shall be provided with ground fault indicators in accordance with National Electrical Code. Each outlet shall cover 2,500 sq. ft. of construction area, or less. Two (2) duplex receptacles minimum.
- B. The Owner may allow the Contractor to use their existing electrical service at the Owner's sole discretion. In such cases, the Contractor shall reimburse the Owner for electrical usage by the Contractor to perform their work.

1.5 PROJECT SIGN

- A. The Contractor shall furnish and maintain one project sign to be installed at job site. The project sign shall conform to the template at the end of this section. The project sign shall be installed within 15 days of start of construction work.
- B. All project signs shall be approved by the Engineer via the submittal process prior to placement on the site.

1.6 TEMPORARY ENCLOSURES

- A. The Contractor shall furnish all materials and labor to provide temporary enclosures to permit work to continue during inclement weather.

1.7 TEMPORARY WORK ACCESS ITEMS

- A. The Contractor shall furnish and maintain all temporary items and any other appurtenances required for movement about and/or access at the project. The Contractor shall provide all scaffolds, fences, railings, other protective measures, etc., as required for the proper execution of the work and for the safety of the personnel.

1.8 REMOVAL OF TEMPORARY STRUCTURES

- A. On completion of Contract, Contractor will remove all temporary structures, grade and clean temporary facilities areas and otherwise restore the areas to the same condition as existed prior to any work.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

- 3.1 None used.

END OF SECTION

INVESTING IN AMERICA

Investing In America Signage Guidelines

The Bipartisan Infrastructure Law

The CHIPS and Science Act

The Inflation Reduction Act

The American Rescue Plan



Guidelines for Logo Applications

The purpose of this document is to provide general guidelines for signs displayed at project sites for projects funded under the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), the CHIPS and Science Act, the Inflation Reduction Act, the American Rescue Plan, and other Federally-funded projects as appropriate. The first part of this document pertains to signs for Federally-funded projects that are not installed in the highway right-of-way. For highway signage guidance that is MUTCD compliant please see pages 13 and 14. For all other signs please start here. This document provides information about the Investing In America logo mark as well as how logos, marks and seals of states, cities, and counties can be incorporated into signage. Logos of contractors are not permitted on the signage. When logos are included in signage, the placement should conform to these brand guidelines.

Variations and Usage




There is one approved mark associated with the Investing In America logo. To preserve the integrity of the Investing In America logo mark, make sure to apply them correctly. Altering, distorting, or recreating the ‘marks’ in any way weakens the power of the image and what it represents. Layout and design of signs and communication materials will vary, so care must be taken when applying the logo mark.

Primary Logo Mark



Colors

The colors, graphics, and fonts used should conform to graphic standards.

COLOR	CMYK	RGB	HEX	PMS
 Blue	83, 48, 0, 48	22 / 68 / 132	#164484	PMS 7687 C
 Red	0, 100, 81, 0	255 / 0 / 49	#FF0031	PMS 185 C
 White	2, 2, 0, 3	242 / 244 / 248	#F2F4F8	Bright White

Logos



White background: logo in red and blue

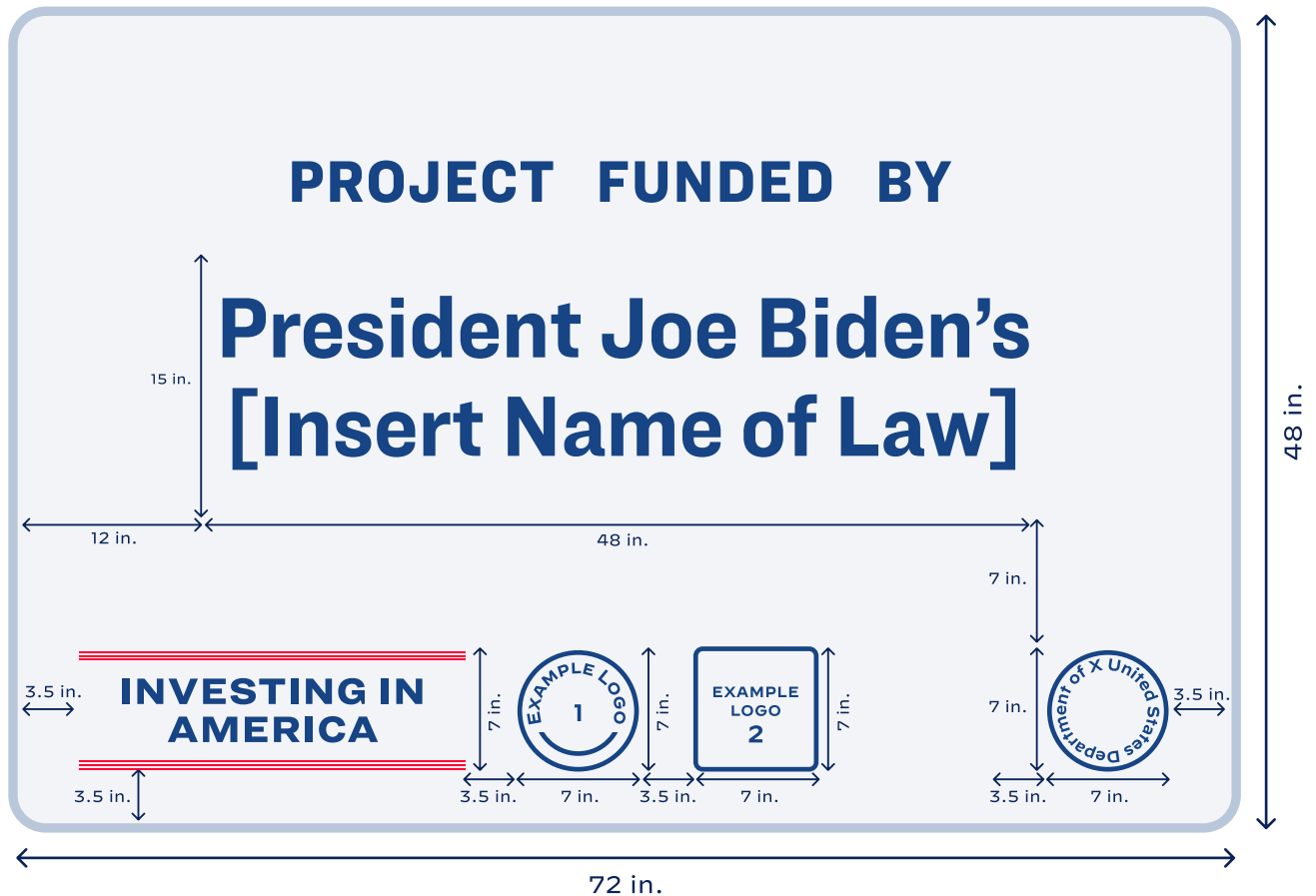


Gray background: logo in red and blue



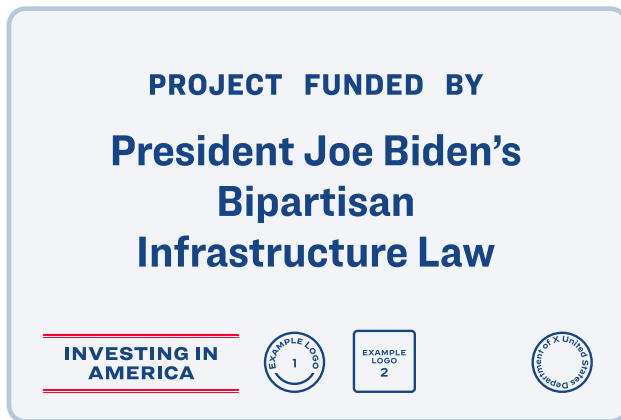
Blue background: logo in all white

Investing In America General Guidelines for Logo Applications

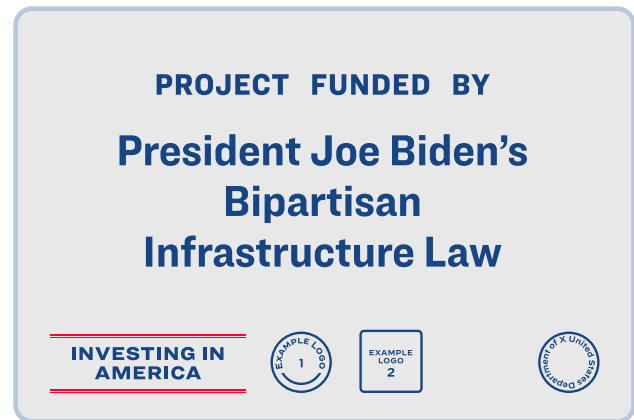


Sign Colors

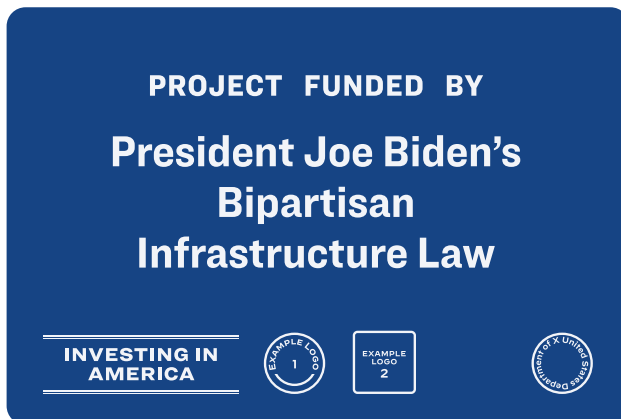
1. The Bipartisan Infrastructure Law



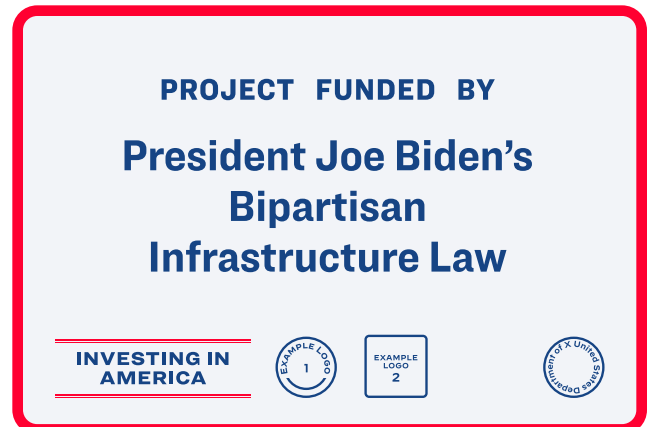
White



Gray



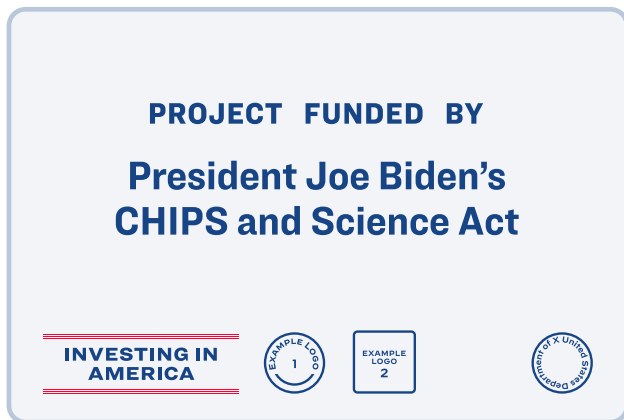
Blue



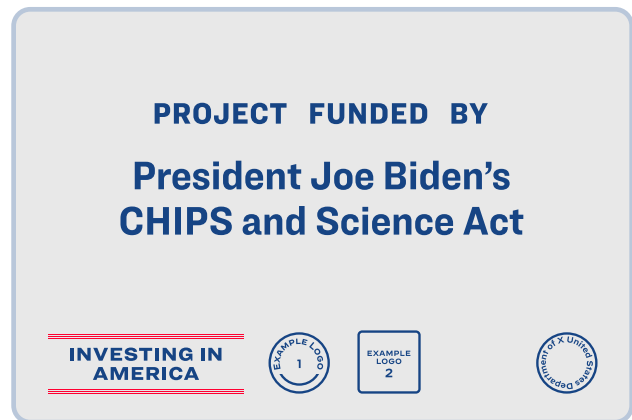
Red Border

Sign Colors

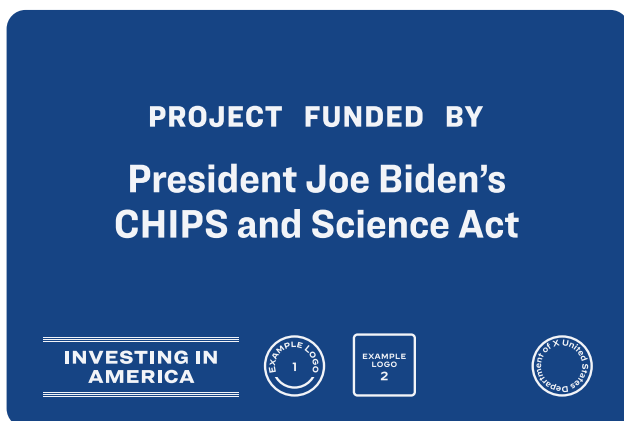
2. The CHIPS and Science Act



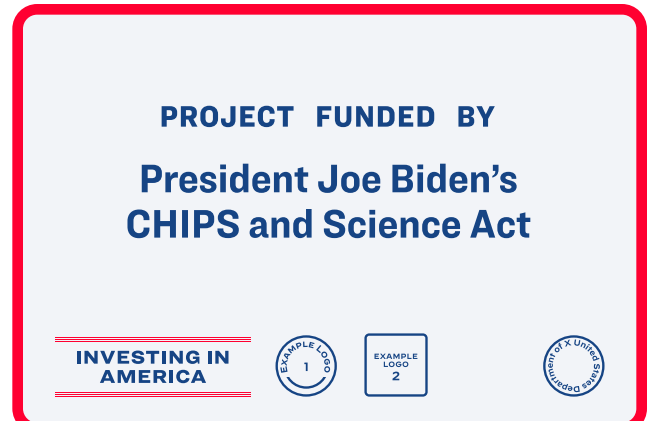
White



Gray



Blue



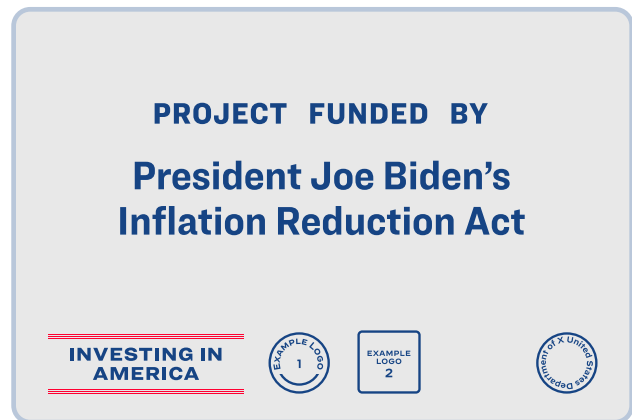
Red Border

Sign Colors

3. The Inflation Reduction Act



White



Gray



Blue



Red Border

Sign Colors

4. The American Rescue Plan



White



Gray



Blue



Red Border

State, City, and County Logo Variations



Square or Circular State Logo: 7x7 in.

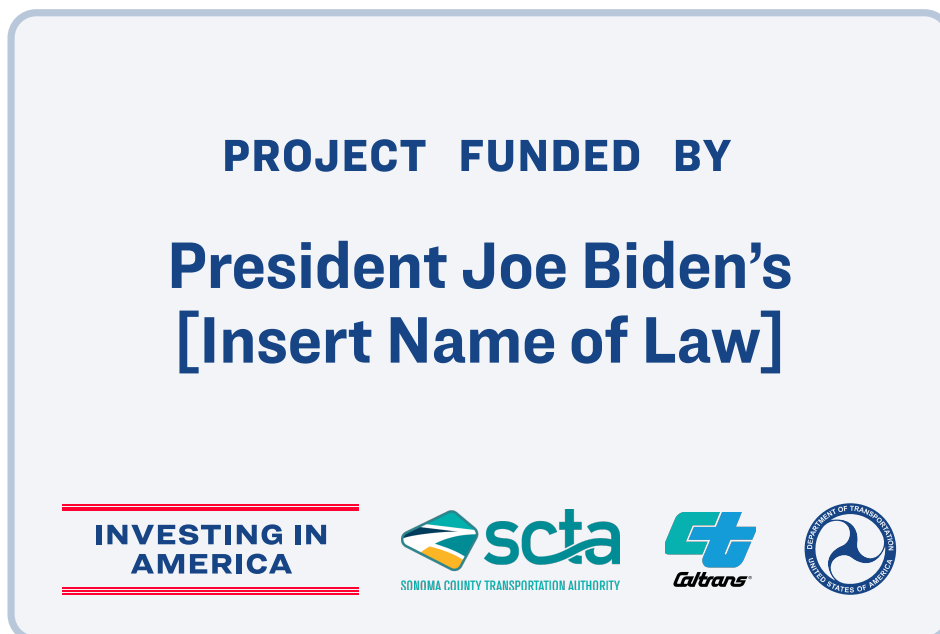


Rectangular or Oval State Logo: **not** to exceed 17.5 x 7 in.

3 Logo Samples



Circular City Logo 7 x 7 in. State rectangular logo should **not** exceed 17.5 x 7 in.



Rectangular State Logo: **not** to exceed 17.5 x 7 in.

2 Logo Samples

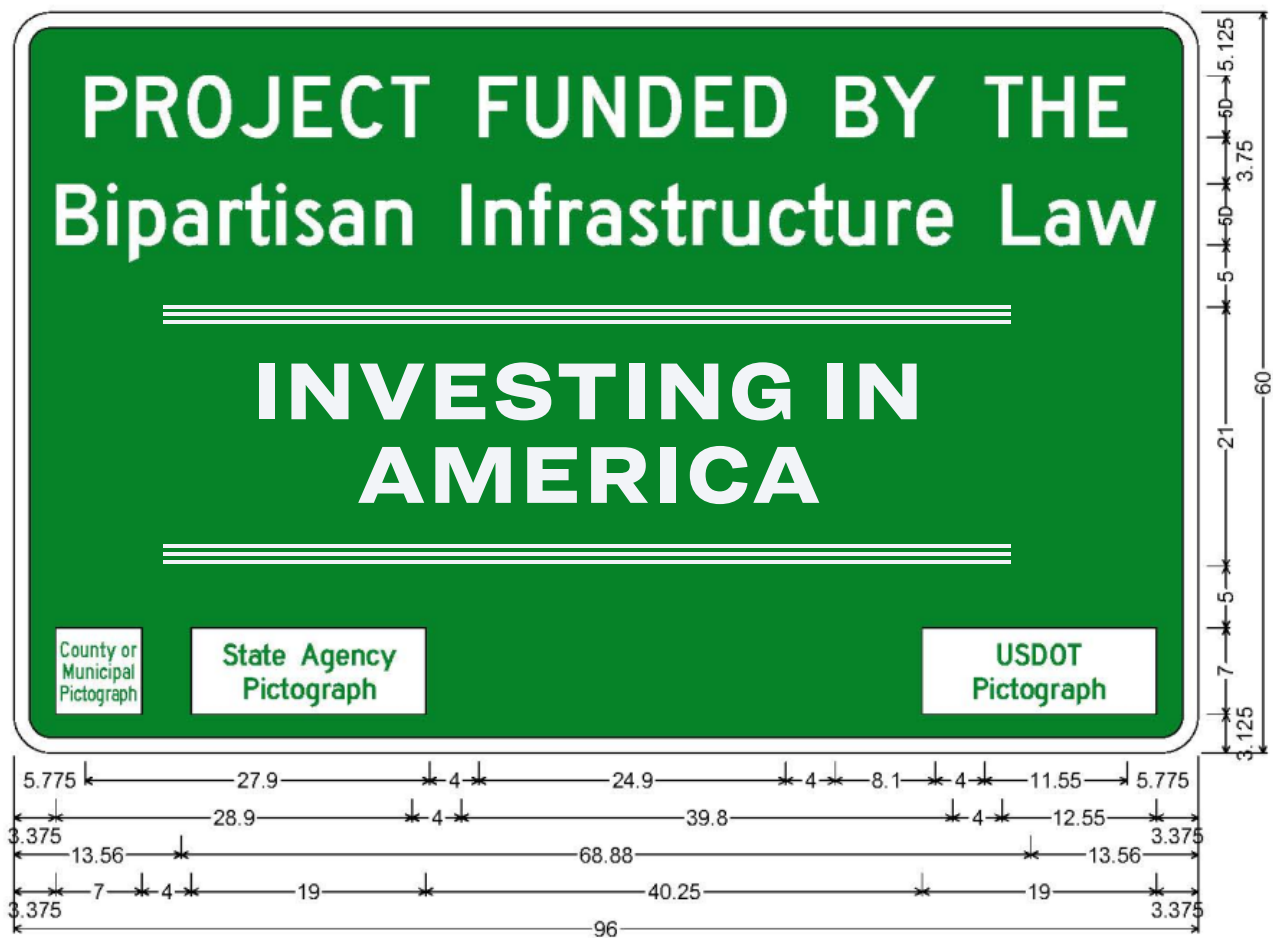


Circular State Logo: 7 x 7 in.

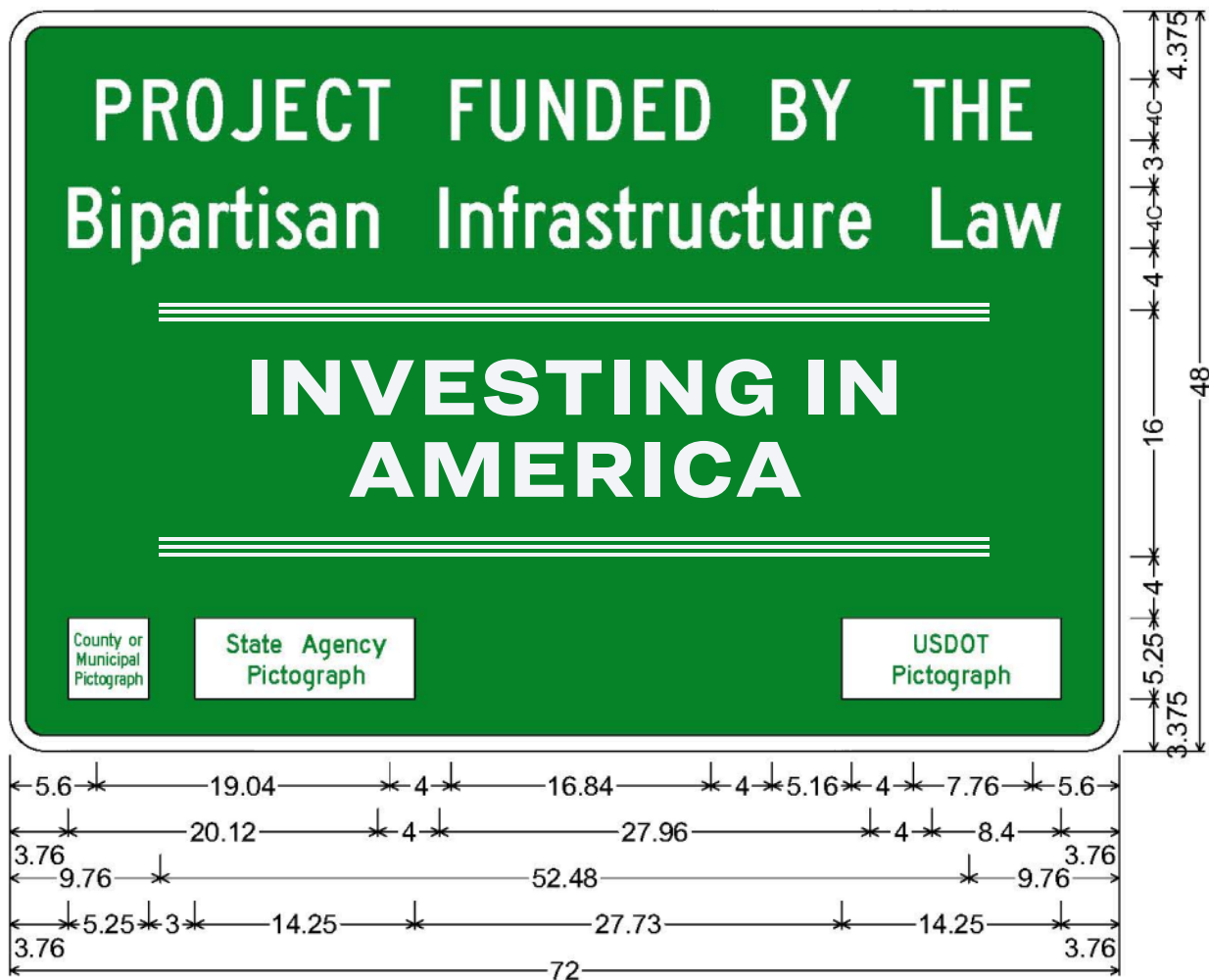


Rectangular State Logo: **not** to exceed 17.5 x 7 in.

Rules for Highway Right of Way Signage 8 Feet



Rules for Highway Right of Way Signage 6 Feet



SECTION 01570

TRAFFIC REGULATIONS

1. GENERAL

1.1 DESCRIPTION

- A. Work under this section shall include all operations necessary to maintain traffic flow, both vehicular and pedestrian on all roads affected by work done under this Contract, and to maintain access to all properties adjacent to the work. This work shall include, but not be limited to use of uniformed traffic control and flaggers, furnishing, erecting, moving, and dismantling barricades, signs, and temporary lighting to inform the general public of hazards existing near the site of the work.
- B. Work under this section shall also include prevention of slippery surface conditions resulting directly from the Contractor's operations. As part of this section, the Contractor shall also facilitate the passage of school buses and provide safe access to all school bus stops, and notify the School Superintendent or his authorized agent at least 72 hours in advance where he intends to work and the location of all detours.

1.2 UNIFORMED TRAFFIC CONTROL

- A. Uniformed traffic control shall mean uniformed law enforcement personnel hired by the Contractor to control traffic along State highways only.
- B. Uniformed traffic control shall be acceptably attired in uniforms, headgear, and exposed badges that will readily distinguish them from all other employees and shall present a neat appearance to the traveling public at all times. Uniformed traffic control shall include transportation with appropriate emergency lights and equipment.

1.3 FLAGGERS

- A. Flaggers shall be used by the Contractor to control traffic in all areas of the Project as necessary.
- B. Flaggers are personnel hired and paid by the Contractor. Flaggers may or may not be uniformed traffic control officers. Cost for flaggers shall not be paid under a separate pay item but shall be included under other pay items. These flaggers may work in conjunction with uniformed traffic control personnel along State highways.
- C. Flaggers or UTO serving as a trained flagger shall wear safety apparel meeting requirements of ISEA "American National Standard of High-Visibility Apparel" and labeled as meeting the ANSI 107-1999 standard performance for Class 2 risk exposure. Individuals engaged in traffic control shall wear the high-visibility vest with "TRAFFIC CONTROL" visible, without exception so that they are readily distinguished by the traveling public as a person in charge of directing traffic. Acceptable clothing shall include approved headgear and blaze orange vests with reflective stripes.

1.4 GENERAL RESPONSIBILITY

- A. The employment of uniformed traffic control officers or flaggers shall in no way relieve the Contractor of any responsibility or liability under the terms of the Contract.

1.5 QUALITY ASSURANCE

- A. Work under this section shall be carried out in accordance with Section 630 of the "Standard Specifications for Construction" Vermont Agency of Transportation (latest edition) and Manual on Uniformed Traffic Control Devices.
- B. Uniformed traffic officers and flaggers shall be trained in traffic control by their employer. All Contractors and Subcontractors providing traffic control personnel to a project shall have an employee certified to train traffic control personnel. All traffic control personnel on a project shall have completed the course in traffic control given by the certified employee representing the specific Contractor or subcontractor providing traffic control personnel for that project.
- C. Certification to train traffic control personnel may be obtained by completing one of the following courses.
 - 1. Vermont Agency of Transportation Flagger Training Course.
 - 2. Associated General Contractors of New Hampshire Flagger Certification course; or
 - 3. By obtaining certification from the American Traffic Safety Services Association as a Worksite Traffic Supervisor.

2. PRODUCTS

2.1 SIGNS

- A. Road construction approach signs shall be built, erected, and located in accordance with Vermont Agency of Transportation Standard Drawing E-8 and E-9.
- B. Hand held signs shall be an 18" flagman's paddle with a rigid handle. The STOP face shall have white letters and a white border outlining an octagonal red background. The SLOW face shall have black letters and a black border outlining a diamond-shaped orange background. Red, white, and orange areas shall be reflectorized. Lettering shall be 6" Series C letters per Vermont Agency of Transportation "Standard Specifications for Construction" and Manual on Uniformed Traffic Control Devices.

3. EXECUTION

3.1 GENERAL

- A. Refer to the Contract Drawings for requirements for signage and traffic control.

3.2 TRAFFIC CONTROL PERSONNEL RESPONSIBILITY

- A. Traffic control personnel shall direct traffic in accordance with subsection entitled Responsibility for Use of Flaggers, Section 107.09, Vermont Agency of Transportation "Standard Specifications for Construction" and/or these Specifications and Manual on Uniformed Traffic Control Devices.
- B. If the traveling public should stop to ask questions, uniformed traffic control personnel or flaggers shall answer them concisely in a courteous manner, but shall remain alert to their duties.
- C. Please note that the UTO, under authority granted by law (Title 23 VSA) may direct and control traffic. Suitable examples in work zones might include the direction and control of traffic at intersections where signals are not functioning or are malfunctioning. In these cases, the presence of the blue light may not be suitable or necessary. The wearing of departmentally required and approved reflective garments is required.
- D. Flaggers are allowed to stop and release traffic as indicated in the latest MUTCD, Section 6E.04 Flagger Procedures.

3.3 TWO-WAY RADIO COMMUNICATION

- A. Traffic control personnel shall use two-way radio communication at all times when two (2) traffic control personnel are used.

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

1. GENERAL

1.1 QUALITY

- A. Incorporate only new materials and equipment in the work unless otherwise specified. All materials and equipment furnished by the Contractor shall be subject to the inspection of the Engineer. Do not deliver materials to the work site prior to completion of the shop drawing process.
- B. Furnish all facilities and labor for the handling and inspection of all materials and equipment. If required by the Engineer, either prior to beginning or during the progress of the work, submit samples of materials for such special tests as may be necessary to demonstrate that they are of the quality specified. Furnish, store, pack, and ship such samples as required by manufacturer.

1.2 HANDLING AND STORAGE OF MATERIALS

- A. Handle and store all materials and equipment to be incorporated in the work, before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind whatsoever to the material or equipment.
- B. Store cement and lime under a roof and off the ground. Keep completely dry at all times. Keep spilling to a minimum. Store all miscellaneous steel and reinforcing steel off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Handle and store brick, block, and similar masonry products in a manner to reduce breakage, chipping and cracking.
- C. Store all mechanical equipment subject to corrosive damage by the atmosphere, in a building.
- D. Remove promptly from the site of the work all materials which have become so damaged as to be unfit for the use intended or specified. The Contractor shall not receive compensation for the damaged material or its removal.
- E. Unload and place and secure pipe and all other materials delivered to the job in a manner which will not hamper the normal operations, or interfere with the flow of necessary pedestrian or vehicular traffic.
- F. The Contractor shall provide suitable equipment and labor, and shall handle materials at all times so as to avoid damage. Under no circumstances shall pipe be dropped.

- G. The Contractor shall be fully responsible for all materials until final acceptance of the completed work.
- H. The Contractor shall take all precautions to prevent stored materials and equipment from becoming dislodged, shifting, or falling.

1.3 PRODUCTS LIST

- A. Within thirty (30) days after date of Contract, submit to Engineer a complete list of all products which are proposed for installation.
- B. Tabulate list by each Specification section.
- C. For products specified under reference standards, include with listing of each product:
 - 1. Name and address of manufacturer
 - 2. Trade name
 - 3. Model or catalogue designation
 - 4. Manufacturer's data
 - 5. Performance and test data
 - 6. Reference standards

1.4 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards, select any product meeting standards, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any product or manufacturer named.
- C. For products specified by naming one or more products, but indicating the option of selecting equivalent products by either a specific or general "or equal" clause, Contractor must submit request, as required for substitution, for any product not specifically named.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

- 3.1 None used.

END OF SECTION

SECTION 01650

COMMISSIONING SEWERAGE SYSTEM

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to place into full operation all piping systems and sections thereof of the project as specified herein.

B. Related Work Specified Elsewhere

1. All sections of the entire Specification.

1.2 QUALITY ASSURANCE

A. End Result

1. The end result of starting all of the piping systems shall be a totally functional, operational sewerage system as designed and specified.

1.3 JOB CONDITIONING

A. Start System in Sections

1. Job conditions and requirements specified elsewhere in these Specifications will possibly require a schedule of starting the piping systems in sections rather than in total.

B. Continuity to be Assured

1. The continuity and continued operation of the overall system shall be assured although the piping system will probably be started in sections.

C. Scheduling

1. The Contractor shall schedule the starting of sections of the piping systems as allowed by the Engineer and shall start said systems in the presence of the Engineer.

1.4 PAYMENT

- A. Payment for starting the piping system will not be made separately. The Contractor shall include the cost of starting the piping systems in the various lump sum and unit price items stated in the Schedule of Prices in the Bid.

2. PRODUCTS

- 2.1 None used.

3. **EXECUTION**

3.1 INSPECTION

- A. The Contractor together with the Engineer and other officials as appropriate (Local, State, Federal), shall inspect all sections of the piping system to be started for any flaws, defects, damage, or incomplete work.
 - 1. Repair, correct, or complete any required work prior to starting any section of the piping systems.

3.2 PREPARATION

- A. No piping system shall be started or placed in operation until all tests of the system to be started have been completed satisfactorily unless otherwise allowed by the Engineer.

3.3 PERFORMANCE

- A. Flushing
 - 1. The Contractor shall flush all sections of the piping systems prior to placing them into operation.
 - a. Water to be furnished by Contractor
 - b. Dispose of wastewater as allowed by the Engineer
 - 2. Standing water in sewer lines and/or manhole inverts is an unacceptable condition and will be corrected by the Contractor.
- B. Placing into Operation
 - 1. The Contractor shall leave the sewer system in a ready condition for others to connect existing services to the new services connections.

3.4 ADJUSTING

- A. Observe
 - 1. Observe started sections of system and entire system at completion for proper operation, and to detect flaws, defects, damages, leaks or incomplete work.
 - a. Adjust, repair, correct, or complete as necessary
- B. The Contractor shall guarantee all materials and equipment and work performed for a period of one (1) year from the Date of Substantial Completion (General Conditions, Page 1, Section 5) or Date of Final Completion, whichever is applicable.

END OF SECTION

SECTION 01710

CLEANUP

1. GENERAL

1.1 DESCRIPTION

- A. Maintain premises and public properties free from accumulation of waste, debris, and rubbish caused by operations.
- B. At completion of work, or as directed by the Engineer, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

1.2 SAFETY REQUIREMENTS

- A. Standards
 - 1. Maintain project in accordance with the following safety and insurance standards:
 - a. Construction Safety Act.
 - b. "Manual of Accident Prevention in Construction," by AGC.
 - c. Current VOSHA Standards.
- B. Hazards Control
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleanup and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

2. PRODUCTS

2.1 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

3. EXECUTION

3.1 DURING CONSTRUCTION

- A. The work and the adjacent areas affected thereby shall be kept cleaned up so as always to be in a neat and sanitary condition and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
- B. Execute cleanup to ensure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- C. Wet down dry materials and rubbish to control dust as specified.
- D. Each week during progress of work, clean site and public properties and dispose of waste materials, debris, and rubbish.
- E. Provide onsite trash containers for collection of waste materials, debris, and rubbish.
- F. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- G. Road Sweeping
 - 1. The Contractor shall provide a mechanical sweeper and shall sweep clean all roads used or in the construction areas on a daily basis or as requested by the Engineer, if the Engineer determines that less frequent sweeping is warranted. This shall be done as construction progresses to further control the dust nuisance caused by unpaved trenches in roadways and other areas. This shall be done in addition to the spreading of calcium chloride.
- H. Maintenance of Potholes, Erosion, Etc.
 - 1. The Contractor shall maintain construction areas as necessary and as directed by the Engineer so as to keep the inconvenience to the general public to the minimum.

3.2 FINAL CLEANUP

- A. General
 - 1. On or before the completion of the work, the Contractor, unless otherwise directed or permitted in writing, shall tear down and remove all temporary buildings and structures built by him.
 - 2. The Contractor shall remove all temporary materials and equipment furnished by him.
 - 4. The Contractor shall remove and acceptably disinfect and cover all organic matter and material containing organic matter in, under, and around privies and other buildings used by him.
 - 5. The Contractor shall remove all rubbish from grounds he has occupied.
 - 6. The Contractor shall leave roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.
 - 7. To this end, the Contractor shall do such additional amounts of removing of

materials, grading, loaming, seeding, and other work not otherwise herein provided for as may be ordered.

- B. Employ experienced workmen or professional cleaners for final cleanup.
- C. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior surfaces, exterior surfaces, and of concealed spaces.
- D. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
- E. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
- F. Broom-clean paved surfaces and rake-clean other surfaces of grounds.
- G. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.

3.3 INCIDENTAL WORK

- A. The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end, the Contractor shall do as required all necessary roadway, driveway, walk, and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration.
- B. Do all incidental work not otherwise specified but obviously necessary for the proper completion of the Contract as specified and as shown on the Contract Drawings.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

1. GENERAL

1.1 MAINTENANCE OF DOCUMENTS

- A. Maintain at job site one (1) copy of:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Reviewed shop drawings
 - 5. Change orders
 - 6. Other modifications to Contract
 - 7. All test records
- B. Store documents in approved location in addition to and apart from documents used for construction.
- C. Provide files and racks for storage of documents.
- D. File documents in accordance with Engineer approved format.
- E. Maintain documents in clean, dry, legible condition.
- F. Do not use record documents for construction purposes.
- G. Make documents available at all times for inspection by the Engineer, Owner, State, or Federal representatives.

1.2 RECORDING BY CONTRACTOR

- A. Label each document "PROJECT RECORD" in 2" high printed letters.
- B. Keep Record Documents Current and Orderly
 - 1. Keep complete index with document name and location stated; number each document.
- C. Do not permanently cover or conceal any work until required information has been recorded.
- D. Contract Drawings
 - 1. Daily legibly mark in red to record actual construction
 - a. Depths of various elements of foundation in relation to survey data
 - b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
 - c. Locations of internal utilities and appurtenances concealed in construction

referenced to visible and accessible features of structure

- d. Field changes of dimension and detail
- e. Changes made by change order or field order
- f. Details not on original Contract Drawings

E. Specifications and Addenda

1. Legibly Markup Each Section to Record

- a. Manufacturer, trade name, catalogue number, and supplier of each product and item of equipment actually installed
- b. Changes made by change order or field order
- c. Other matters not originally specified

F. Record drawings shall be updated daily and shall be reviewed with the Engineer monthly prior to the monthly meeting. Failure of the Contractor to maintain satisfactory project records on a monthly basis (as judged by the Engineer) will result in a delay in the monthly progress payment to the Contractor until the matter is rectified to the satisfaction of the Engineer and Owner.

1.3 SUBMITTAL

A. At completion of project, deliver record documents to Engineer.

B. Accompany record documents with transmittal letter in duplicate containing:

- 1. Date
- 2. Project title and number
- 3. Contractor's name and address
- 4. Title and number of each record document
- 5. Certification that each document as submitted is complete and accurate
- 6. Signature of Contractor or his authorized representative

2. PRODUCTS

2.1 None used.

3. EXECUTION

3.1 None used.

END OF SECTION

SECTION 01740

GUARANTEES

1. GENERAL

1.1 DESCRIPTION

- A. The Contractor shall take notice of special guarantees required in the technical sections of these Specifications. If any item requires excessive maintenance during guarantee periods, the item shall be considered defective and the Contractor shall correct the defects. All defects so corrected shall be at the expense of the Contractor. Where no specific guarantee period is indicated in the technical specifications, the Contractor shall guarantee the work for a period of not less than one (1) year after substantial completion as set forth in the executed Contract Documents.
- B. In the event that any equipment or work furnished as part of this Contract fails to meet the Performance Specifications herein during the applicable guarantee period and the equipment has been maintained by the Owner in accordance with the manufacturer's recommendations, the equipment shall be repaired, modified, or replaced with equipment acceptable to the Owner at no cost to the Owner so that the Performance Specifications are met. The Contractor shall bear all cost associated with such guarantee work.
- C. In the event that any equipment or work furnished as part of the Contract fails to meet performance specifications, more than once during the guarantee period, the Owner may, at their sole discretion re-issue the Certificate of Substantial Completion for that item of work to start on the date that the work was connected to meet the Performance Specification.
- D. The Contractor shall refer to Article 7.12 of the Contract for Construction for additional requirements and conditions of the Contractor's General Warranty and Guarantee.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

- 3.1 None used.

END OF SECTION

SECTION 02010

SUBSURFACE INVESTIGATION

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required for the preparation, excavation, and completion, including cleanup and reseeding or repaving, if necessary, of all test pits and other subsurface explorations as specified herein, shown on the Contract Drawings or as directed by the Engineer.

1.2 DEFINITIONS

- A. Test pits shall mean excavations at locations designated on the Contract Drawings or as directed by the Engineer to identify the location of existing utilities or underground items and/or conditions. These excavations can be by backhoe or by hand.

1.3 PAYMENT

- A. No additional payment shall be provided for the execution of test pitting. The Contractor shall review the existing information provided and include in their price any additional testing pitting required for the successful completion of the proposed work.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

3.1 LIMITS OF EXCAVATION FOR TEST PITS

- A. The Contractor shall excavate only to the extent necessary to locate the existing underground item. Each excavation shall be performed in the presence of the Engineer and shall begin in the most likely location of the existing underground item.
- B. The Contractor is cautioned to exercise the greatest care in protecting existing structures and utilities while proceeding with work under this section. Any damage that might occur shall be repaired immediately to the satisfaction of the Engineer. All repairs shall be at the expense of the Contractor.

3.2 ADJUSTMENTS

- A. Test Pit Areas Shall Be Returned to as Good as Original Condition
 - 1. Test pits shall be backfilled immediately after their purpose has been satisfied.
 - 2. The surface shall be restored and maintained to the satisfaction of the Engineer.

3.3 FIELD QUALITY CONTROL

- A. Field Report
 - 1. The Contractor shall measure the horizontal and vertical locations of the existing underground utilities as encountered and shall report same in writing to the Engineer.

END OF SECTION

SECTION 02015

SUBSURFACE INFORMATION

1. GENERAL

1.1 JOB CONDITIONS

- A. Subsurface information has been gathered at the site of the work under the direction of the Engineer. The locations of all borings and test pits are shown on the Contract Drawings. Recorded data and reports of subsurface investigations can be found in Appendix A - Subsurface Information. There is no expressed or implied agreement that the depths or the character of the materials or any other information or data regarding the material to be encountered in carrying out the work to be done under this Contract as shown on the Contract Drawings have been indicated correctly; and it is understood that conditions affecting the cost or quantity of the work to be done may differ from the conditions which may be indicated by the data obtained from the borings and test pits. It is agreed that the Contractor shall make for their own information all additional borings and tests to enable them to fairly and accurately estimate the extent of their effort. It is the intent of this Contract that the Contractor assumes all risks regarding the character of material to be encountered.
- B. Contractor shall refer to Article 11 of the Contract for Construction for provisions concerning use of this information.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

- 3.1 None used.

END OF SECTION

SECTION 02016

EXISTING UTILITIES AND UNDERGROUND STRUCTURES

1. GENERAL

1.1 JOB CONDITIONS

- A. Locations of utility installations and underground structures shown on the Contract Drawings are only approximate. It shall be the Contractor's responsibility to locate and protect all utilities within the construction area prior to proceeding with construction.
- B. Wherever culverts, sewers, drains, manholes, catch basins, catch basin connections, water mains, valve chambers, electric conduits, telephone conduits, or any other underground construction are encountered by the Contractor during construction they shall be protected and firmly supported by the Contractor, at his own expense, until the construction work is complete and the existing structures are made secure. Injury to any such utilities/structures caused by or resulting from the Contractor's work shall be repaired at the Contractor's expense. The authority having charge of any particular underground structure shall be notified promptly of injury to its structure.
 - 1. No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from said utility appurtenances or the operation of moving them by the utility companies.
- C. Whenever required, pipe or other underground structures encountered in excavating or trenching, shall be permanently supported with wooden supports across the excavation or trench.
- D. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of the construction period.
- E. Cooperation with Utilities
 - 1. The Contractor shall allow the Owner or its agents and other Contractors, and public service corporations, or their agents, to enter upon the work for the purpose of constructing, maintaining, repairing, removing, altering or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appliances as are now located or as may be required or permitted at or on the work by the Engineer. The Contractor shall cooperate with all aforesaid parties and shall allow reasonable facilities for the prosecution of any other work by the Owner, or of public service Corporation, to be done in connection with this work. Care shall be taken at all times to inconvenience abutters as little as possible.
 - 2. Crossing Utilities
 - a. When construction crosses highways, railroads, streets, or utilities under jurisdiction of State, County, City, or other public agency, public utility, or private entity, Contractor shall secure written permission from proper authority before executing such construction. A copy of this written permission must be filed with the Owner before any work is done. Contractor will be required to furnish a release from proper authority before final acceptance of work.

F. Fire Hydrants

1. Existing fire hydrants on or adjacent to work shall be kept accessible to firefighting equipment at all times.

- G. Temporary provisions shall be made by Contractor to insure proper functioning of all gutters, sewer inlets, drainage ditches, which shall not be obstructed except as approved by the Engineer.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

- 3.1 None used.

END OF SECTION

SECTION 02017

UTILITIES INTERFERENCE WITH PROPOSED WORK

1. GENERAL

1.1 CONTRACT DOCUMENTS

- A. The general provisions of the Contract, including General and Supplemental General Conditions, apply to this section including the applicable Contract Drawings.

1.2 DEFINITION OF A UTILITY

- A. A utility is a sewer, water, or gas system; electric power, telephone or television service system; highway or rail system; drainage system, or another similar system.

1.3 PIPE LOCATIONS

- A. The proposed buried pipelines of this Contract will be located substantially as indicated on the Contract Drawings, but the Engineer reserves the right to make such adjustments in location and grade as may be found desirable to avoid interference by existing structures and/or utilities or to avoid unsatisfactory locations, all as he may see fit as being in the best interest of the Owner.

1.4 INTERFERENCE BY UTILITIES

- A. The term "interference" shall mean the following:
 - 1. Water mains will be considered as interfering with the sewers when the water main crosses below or within the direct path of or without a minimum 18" vertical clearance over the sewer and/or the proposed pipeline cannot be constructed with minor change in vertical or horizontal alignments to provide minimum 18" vertical clearance between the sewer and water main.
 - 2. Gas mains, drains, sewers, and underground conduits and cables will be considered as interfering if they cross within the direct path of, or without a minimum 2" clearance in any direction and/or the proposed pipeline cannot be constructed with minor change in vertical or horizontal alignments to provide minimum 2" vertical clearance between the proposed pipeline and existing utility.
 - 3. Above ground electric, telephone, and cable utilities including poles, guy wires, deadmen, and headwalls will be considered as interfering if they are within the trench or other limits of construction or would otherwise interfere with equipment operation.

1.5 RELOCATION OF UTILITIES

- A. All water, sewer, gas, electric, telephone, cable TV, highway, and other utilities which are indicated on the Contract Drawings or otherwise found to interfere with the proposed work shall be relocated, unless the Engineer determines to adjust the location of the proposed work to avoid the interference.

- B. Relocation work shall be conducted in such a manner that if interference makes it necessary to change the locations of utilities, not specifically provided for elsewhere in this Contract, it shall be the responsibility of the Contractor to make the necessary relocation arrangements with the owners of the utilities. Relocation arrangements shall be acceptable to the Engineer.
- C. If the owners of the utilities permit, the Contractor may do the whole or any portion of the relocation work as may be required. Otherwise, the owners of the utilities will do the whole or any portion of the work with full cooperation by the Contractor as may be required by the nature of the relocation.
- D. If the owners of the utility agree that because of unsatisfactory vertical and/or horizontal clearance and relocation of the interfering utilities may be waived provided the proposed pipeline can be installed in a manner acceptable to regulatory authorities.

1.6 PROTECTION OF UTILITIES AND DAMAGES THERETO

- A. The Contractor shall notify all utility companies of his operations sufficiently in advance of construction and take all measures necessary to avoid damage or undue interruption to the utilities' normal services.
- B. For utilities which do not interfere, and for utilities which interfere, until such time as they are relocated, the Contractor shall make all arrangements to protect and support them as they are encountered or endangered by the work of the Contractor, in their original and/or relocated locations.
- C. Where indicated on the Contract Drawings or directed by the Engineer, or permitted by the Engineer at the Contractor's request, the Contractor shall dig test pits to locate the various utilities. The Contractor shall be responsible for the methods used to dig test pits and the cost of damages resulting from the digging of test pits will be paid by the Contractor at no additional expense to the Owner.
- D. The Contractor shall pay all costs of protecting and supporting utilities, all costs of replacing utilities which are damaged by the Contractor's operations, or negligence or failure to comply with the requirements of these Specifications, and all costs of temporarily or permanently relocating utilities for the Contractor's convenience.
- E. The Contractor shall make himself aware of the physical condition of the existing utilities expected to be encountered, including the degree of workmanship with which they were installed. Claims by the Contractor for repair or damages attributed to the physical condition or degree of workmanship of the existing utilities will, in general, be reviewed by the Engineer.

1.7 RELOCATION COSTS AND CLAIMS

- A. Relocation costs of all utilities specified on the Contract Drawings to be relocated or shown on the Contract Drawings to interfere with the proposed work, as defined within this section, shall be the responsibility of the Contractor and be included in the Contractor's bid prices.

- B. The relocation cost of municipally owned public utilities which interfere and for which claims are allowed by the Engineer for payment, will be paid by the Owner under this Contract as follows:
 - 1. If the Contractor does the work, he will be paid in accordance with Article 11- Changes in the Work. If the Owners of the utilities do the work, they will invoice the cost of the work to the Contractor who will pay the utilities and be reimbursed in accordance with the above noted General Conditions provisions of this Contract. The relocation cost of all other utilities for which relocation is required by the work of this Contract, will, in general, not be allowed by the Engineer for payment as extra work. Exceptions as determined by the Engineer will be paid for as outlined above.
- C. No extra work claims will be approved for costs due to delays and unanticipated mobilization and demobilization costs resulting from utilities interferences unless such claims are justified by the Engineer after considering all factors including the availability and proximity of other work locations. No claims for suspension of work or differing site conditions will be allowed without notification to the Engineer by the Contractor, within 48 hours of the time of occurrence of the reason that a claim is going to be submitted.

1.8 LIABILITY OF UTILITY COMPANIES

- A. Claims against the Owner by the Contractor for the cost of delays or damage repair sustained by the Contractor because of damage to or interference between privately owned public utilities and the proposed work will be denied except for claims where, in the opinion of the Engineer, the delay is the result of a differing site condition.
- B. For claims involving municipally owned public utilities or claims for delay involving privately owned public utilities, determined by the Owner to be the result of differing site conditions, the provisions of Parts 1.3 to 1.7 shall govern. Claims denied under this section will be settled between the Contractor and the privately owned public utility.
- C. The Owner reserves the right to exercise, or not to exercise, any rights he may have to require relocations of privately owned public utilities at the utility company's expense in case of interferences. If the Owner does not exercise such rights, all of the other provisions of this section will govern.

1.9 UTILITY SERVICE CONNECTIONS

- A. The Contractor shall make all arrangements with the utility companies for temporary and permanent services, subject to the conditions described elsewhere in these Specifications. Public utility companies in the area of work and/or expected to provide service to the work are as follows:

1. Name: Dig Safe Center
Telephone No.: (888) 344-7233
Municipally ☐ Privately ☒ Owned
2. Electricity
Name: Vermont Electric Coop
Address: 42 Wescom Road, Johnson, Vermont 05656
Telephone: (802) 635-2331
Municipally ☐ Privately ☒ Owned
3. Water / Sewers / Streets
Name: City of Newport
Contact Person: Thomas Bernier, Public Works Director
Address: 222 Main Street, 2nd Floor, Newport, Vermont 05855
Telephone No.: (802) 334-2124
Municipally ☒ Privately ☐ Owned

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

- 3.1 None used.

END OF SECTION

SECTION 02110

SITE CLEARING

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to perform all clearing and grubbing work for the Contract.

1.2 PROTECTION

- A. Protection shall be afforded workmen and passersby in accordance with OSHA regulations.
- B. Streets, roads, adjacent property, and other works to remain shall be protected from damage throughout the work.
- C. Existing Trees, Shrubs, and Bushes
 1. Protect from damage during construction work. Exceptions only as shown on Contract Drawings and as specified herein.
 2. Limits of site clearing as shown on the drawings.
- D. Trees, shrubs, or bushes to remain within the limits of clearing and grubbing shall be clearly marked by means of yellow flagging.

1.3 MEASUREMENT AND PAYMENT

- A. Quantities shall not be measured or paid for under a separate Item. Clearing and grubbing shall be included in the various other Contract lump sum or unit prices stated in the Schedule of Prices in the Bid.

1.4 REQUIREMENTS OF REGULATORY AGENCIES

- A. State and Local code requirements shall control the disposal of waste materials.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

3.1 CLEARING

- A. Remove trees, saplings, shrubs bushes, vines and undergrowth within the limits of clearing to the heights above ground given in the following:
 - 1. Trees over 3" in diameter: 6"
 - 2. Shrubs, saplings, bushes and trees under 3" in diameter: 3"
 - 3. Vines and undergrowth: 2"
- B. Stumps
 - 1. Stumps required to be removed shall be to a depth of 8" below ground elevation.
 - 2. Engineering requirements shall control removal of stumps under fills, foundations, or any construction in contact with the stumps.
- C. Where erosion is likely to occur, leave root systems intact to reduce erosion unless otherwise directed.

3.2 DISPOSAL

- A. All logs, stumps, roots, cuttings and other materials from clearing and grubbing operations shall be removed from the site weekly as it accumulates and shall be disposed of at a facility approved of by the State of Vermont to receive such wastes.
- B. Stumps, brush, untreated wood and certain other nonhazardous inert materials may be buried **outside** a certified landfill if an Insignificant Waste Disposal Event (IWDE) application is approved by the Waste Management Division of the Vermont Department of Environmental Conservation. Contact person: Jeffrey Bourdeau (or his successor) at (802) 479-8768.
- C. Burning of any materials onsite will not be permitted.
- D. Chipping
 - 1. The Contractor, at his option, may chip suitable materials from A above and use as a permanent mulch at the site in areas approved by the Engineer. Suitable materials shall include brush and limbs of less than 3" butt diameter. A chipping machine is to be used for this work.
- E. Dumping
 - 1. No materials other than common fill material shall be dumped within the project areas.

END OF SECTION

SECTION 02118

TREE PRUNING AND FERTILIZATION

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to do all tree pruning and tree fertilization work as specified herein and as shown on the Contract Drawings.

1.2 QUALITY ASSURANCE

- A. Perform work under direction of a qualified forester acceptable to the Engineer.

1.3 JOB CONDITIONS

- A. This Specification applies to tree pruning and tree fertilization work as noted on Contract Drawings.
- B. This Specification also applies to all other areas of the project where tree roots are severed on untraveled portions (adjacent to roadways or cross-country work).

1.4 PAYMENT

- A. Tree pruning and fertilization shall not be paid for under a separate Item, but shall be included in the various other Contract lump sum or unit prices stated in the Schedule of Prices in the Bid.

2. PRODUCTS

2.1 TREE PRUNING

- A. As required and as directed by a qualified forester.

2.2 TREE FERTILIZATION

A. Fertilizer

1. Trench and excavated areas: Superphosphate
2. Root zones of disturbed trees: 15-10-10

3. EXECUTION

3.1 INSPECTION

- A. Examine all project areas with qualified forester for tree fertilization work.

3.2 PREPARATION

- A. Prior to any construction work, contact a qualified forester and arrange date for tree pruning under his supervision.

3.3 PERFORMANCE

- A. Tree Pruning

- 1. All under direction of and in presence of the qualified forester.
- 2. Prune lower branches that will be damaged by backhoe or other construction equipment.
- 3. Prune to offset loss of roots.
- 4. Methods conforming to qualified forester's directions.

- B. Tree Fertilization

- 1. Trench backfill areas
 - a. Mix thoroughly 4.4 lbs. of superphosphate fertilizer per cubic yard of soil for the upper 2' of backfill for trenches and other excavations in tree root areas.
- 2. Root zones of disturbed trees
 - a. "Disturbed trees" are those with any of root systems severed due to construction.
 - b. "Root zones" are the area consisting of the outer 2/3 of the crown spread plus 15' beyond the drip line.
 - c. Apply 15-10-10 fertilizer at the rate of 5 lbs of actual nitrogen per 1,000 sq ft treated (33 lbs of 15-10-10 per 1,000 sq ft).
- 3. Perform tree fertilization work as the project progresses.
- 4. Follow directions of qualified forester for execution.

END OF SECTION

SECTION 02140

DEWATERING, DRAINAGE, AND EROSION CONTROL

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to accomplish the necessary dewatering, drainage, and erosion control to complete the work specified and as shown on the Contract Drawings.

1.2 SUBMITTALS

- A. Submit to the Engineer for review the proposed methods of dewatering, underwater work, drainage, and erosion control for the various portions of the work. Review shall be for method only. The Contractor shall remain responsible for the structural adequacy and safety of the methods.

1. The final trimming excavation and placing of bedding material shall not be done until the Engineer is satisfied that the method of dewatering the excavation is acceptable.

1.3 JOB CONDITIONS

- A. The Contractor shall at all times have sufficient pumping equipment to dewater all excavations and he shall provide pump wells, underdrains, or otherwise, as may be required to properly handle the water.

- B. Due to the restricted construction site, the Contractor is to do all that is necessary to prevent erosion on to adjacent lands.

1. Site drainage control is critical on this job.
2. Water from the trenches and other excavations shall be disposed of in an approved manner and at approved locations such that injury will not be caused to either the public health, to public or private property, to adjacent property, water courses, or water supplies.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION**3.1 DEWATERING**

- A. The Contractor shall remove by pumping, draining, bailing, or otherwise, any water which may accumulate or be found in trenches or other excavations made under this Contract while the pipelines and other structures and their foundations are being built.
- B. The Contractor shall consider and use, if necessary, underdrains which may be either perforated asphalt-coated corrugated galvanized metal pipe, perforated corrugated aluminum alloy pipe, or perforated PVC pipe to control groundwater. The trench shall be excavated as shown on the Contract Drawings, or as required by the Engineer. The pipe shall be laid to line and grade in a bed of screened gravel.
- C. The Contractor shall consider and if necessary, use a well point system to dewater excavations. The well point system shall include driven wells, suction header pipes, discharge pipes, and the necessary pumping apparatus. The driven wells shall be carefully installed at proper spacing and at proper depths with an ample screen of permeable material surrounding the well points, so that the wells shall work effectively and without excessive clogging.
 - 1. The well point systems shall be operated continuously while the construction work for which they are provided is in progress or the well point systems may be operated intermittently if such operation is allowed by the Engineer.
- D. The Contractor shall furnish, install, and maintain all drainage systems and pumping equipment necessary to keep the groundwater level at an elevation low enough so that no structures to be built under this Contract shall move or float because of uplift pressure. The Contractor shall make all necessary computations for the weights of the structures during the various stages of construction as may be necessary to satisfy this requirement of the Specifications.
- E. Damages and costs of whatever nature resulting from dewatering operations shall be borne solely by the Contractor.
- F. Removal of dewatering equipment shall be accomplished after the system is no longer required. The material and equipment constituting the system shall be removed by the Contractor.

3.2 DRAINAGE

- A. Water entering the work areas from surface runoff shall be collected in shallow ditches around the perimeter of the work site as necessary and either drained to protected gravity discharge points or drain to sumps, and pumped from the excavation to maintain a bottom free from standing water.
- B. Drainage shall be disposed of in approved areas only so that flow or seepage back into the excavated area will be prevented.
 - 1. Drainage shall not cause erosion or any other type of damage.

- C. Drainage from spring runoffs shall be provided as necessary to protect the work areas and roadways but shall be controlled so as to prevent injury to public or private property, water courses, water supplies, or public health.
- D. All costs shall be borne by the Contractor.

3.3 EROSION CONTROL

- A. Sufficient precautions shall be taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials.
 - 1. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion.
- B. Stockpiled excavated materials must be provided proper erosion controls. These controls may include but not be limited to the following methods of erosion control:
 - a. Interceptor drainage ditches
 - b. Velocity reduction dams in drainage ditches
 - c. Temporary bank protection such as riprap, matting, or artificial covering
 - d. Baled-hay drainage control systems
 - e. Special stockpiling methods
 - f. Water bars
- C. The Contractor, at his expense, must do all that is necessary to ensure effective erosion controls are implemented and maintained as well as removed at the completion of the work.

END OF SECTION

SECTION 02142

EROSION PREVENTION AND SEDIMENT CONTROL

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to accomplish the necessary erosion prevention and sediment control to complete the work specified and as shown on the Contract Drawings.

1.2 REFERENCES

- A. Vermont Handbook for Soil Erosion and Sediment Control on Construction Sites, latest revision, available at http://www.vtwaterquality.org/docs/construction/sw_low_risk_site_handbook.pdf.
- B. General Permit 3-9020 for Stormwater Runoff from Construction Sites.

1.3 SUBMITTALS

- A. Submit to the Engineer for review the proposed methods of erosion prevention and sediment control for the various portions of the work. Review shall be for method only. The Contractor shall remain responsible for the effectiveness, structural adequacy, and safety of the methods.

1.4 JOB CONDITIONS

- A. Due to the restricted construction site, the Contractor is to do all that is necessary to prevent erosion and control sediment on to adjacent lands.
 1. Site drainage control is critical on this job.
 2. Water from the trenches and other excavations shall be disposed of in an approved manner and at approved locations such that injury will not be caused to either public health, to public or private property, to adjacent property's drainage ways, or water supplies.

2. PRODUCTS

2.1 SILT FENCE

A. General

1. The silt fence shall be pre-fabricated erosion control fence by Mirafi, or approved equal.

B. Filter Fabric

1. The filter fabric shall be Mirafi 100x, or approved equal.
2. The filter fabric shall meet the following specifications:

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
Grab Tensile Strength	ASTM D 4632	N (lbs)	550 (124)
Grab Tensile Elongation	ASTM D 4632	%	15
Trapezoid Tear Strength	ASTM D 4533	N (lbs)	290 (65)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	2060 (300)
Puncture Strength	ASTM D 4833	N (lbs)	266 (60)
Apparent Opening Size (AOS)	ASTM D 4751	mm (U.S. Sieve)	0.600 (30)
Permittivity	ASTM D 4491	sec ⁻¹	0.10
Flow Rate	ASTM D 4491	1/min/m ² (gal/min/ft ²)	405 (10)
UV Resistance (at 500 hours)	ASTM D 4355	% strength retained	70

C. Fence Posts

1. Posts shall be a minimum 1 1/2" nominal square hardwood of sound quality.
2. The length shall be a minimum of 36" long.
3. The spacing shall be a maximum of 10 feet between posts.

2.2 DEGRADABLE EROSION CONTROL BLANKET**A. Single Net Straw Blanket, Type A**

1. Single net straw blanket shall be S75 as manufactured by North American Green, or approved equal.
2. The erosion control blanket shall be a machine-produced mat of 100% agricultural straw with a functional longevity of approximately 12 months.
3. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the mat. The blanket shall be covered on the top side with a lightweight photodegradable polypropylene netting having an approximate 0.50" x 0.50" mesh and be sewn together on 1.50" centers (50 stitches per roll width) with degradable thread.
4. The blanket shall be manufactured with a colored line or thread stitched along both outer edges (approximately 2"-5" from the edge) to ensure proper material overlapping.

5. The erosion control blanket shall have the following properties:
 - a. Matrix
 - 1) 100% Straw Fiber (0.50 lbs/yd²)
 - b. Netting
 - 1) One side only, lightweight photodegradable (2.10 lbs/1,000 ft² approximate weight).
 - c. Thread
 - 1) Degradable
- B. Double Net Straw Blanket, Type B
1. Double net straw blanket shall be S150 as manufactured by North American Green, or approved equal.
 2. The erosion control blanket shall be a machine-produced mat of 100% agricultural straw matrix with a functional longevity of approximately 12 months.
 3. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with lightweight photodegradable polypropylene netting having an approximate 0.50" x 0.50" mesh. The blanket shall be sewn together on 1.50" centers (50 stitches per roll width) with degradable thread.
 4. Installation staple patterns shall be clearly marked on the erosion control blanket with environmentally safe paint. The blanket shall be manufactured with a colored line or thread stitched along both outer edges (approximately 2"-5" from the edge) to ensure proper material overlapping.
 5. The erosion control blanket shall have the following properties:
 - a. Matrix
 - 1) 100% Straw Fiber (0.50 lb/yd²)
 - b. Netting
 - 1) Both sides lightweight photodegradable (1.64 lbs/1,000 ft² approximate weight)
 - c. Thread
 - 1) Degradable
- A. Biodegradable Stake
1. The biodegradable stake shall be the North American Green Bio-Stake, or approved equal.
 2. The stake shall be a 100% biodegradable "U"-shaped pin designed to safely and effectively secure erosion control blankets. The biodegradable stake shall be fully degradable by biological activity within a reasonable time frame.
 3. The bio-plastic resin used in production of the biodegradable stake shall consist of polylactide, a natural, completely biodegradable substance derived from renewable agricultural resources.
 4. The biodegradable stake must exhibit ample rigidity to enable being driven into hard ground, with sufficient flexibility to resist shattering.
 5. The biodegradable stake shall have serrations on the leg to increase resistance to pull-out from the soil.

3. EXECUTION**3.1 GENERAL**

- A. Contractor shall install all temporary erosion prevention and sediment control measures as shown on the Contract Drawings. Contractor shall provide any additional measures necessary.
- B. Contractor shall adhere to the General Permit 3-9020 (latest edition) for stormwater runoff from construction sites, provided in the Appendix.
- C. Sufficient precautions shall be taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials.
 - 1. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion.
- D. Erosion prevention and sedimentation control measures shall be implemented prior to performing any earthwork, downstream of the disturbed area and as directed by the Engineer. The measures shall be maintained until the upstream disturbed area has been permanently stabilized and as directed by the Engineer. The Contractor shall install all temporary erosion prevention and sediment control measures as shown on the contract drawings.
- E. Silt fence shall be installed, as shown on the contract drawings, prior to any earthwork downstream of the disturbed area and as directed by the Engineer. The silt fence shall be maintained and cleaned until the upstream disturbed area has been permanently stabilized and as directed by the Engineer. Where possible natural drainage ways shall be utilized and left open to remove excess surface water.
- F. Stone check dams shall be installed in drainage swales, as shown on the contract drawings and as directed by the Engineer. Check dams shall be installed immediately following disturbance of the drainage swale and shall be maintained until the upstream disturbed area is permanently stabilized and as directed by the Engineer.
- G. Degradable erosion control blankets shall be installed on disturbed vegetated slopes that have slopes greater than 3:1. The Contractor shall install the degradable erosion control blankets as indicated on the Drawings and as per the manufacturer's recommendations.
- H. The Contractor shall prevent soil erosion and control sediment around stockpiled excavated materials. These controls may include, but not be limited to, the following methods of erosion prevention and sediment control:
 - 1. Perimeter silt fence
 - 2. Interceptor drainage ditches
 - 3. Velocity reduction dams in drainage ditches
 - 4. Temporary bank protection such as riprap, matting, or artificial covering
 - 5. Stone check dam control systems
 - 6. Special stockpiling methods
 - 7. Water bars

- I. The Contractor shall sweep the roads clean in construction areas to remove accumulated sediment and prevent sediment runoff into receiving waters, as directed by the Engineer.
- J. The Contractor shall properly operate and maintain all installed stormwater treatment, erosion prevention, and sediment control structures. All temporary measures shall be removed upon completion of the Work or site stabilization, whichever occurs last.
- K. The smallest practical area of land shall be disturbed at any one time during construction. When land is disturbed during construction, the disturbance shall be kept to the shortest practical duration as approved by the Engineer. Land shall not be left disturbed during the winter months and overwinter stabilization measures shall be installed prior to October 15th.
- L. All disturbed areas and side slopes which are finish graded with no further construction to take place shall be loamed, limed, fertilized, seeded, and mulched within 48 hours of final grading. A minimum of 4" of loam shall be placed. Seed, lime, fertilizer, and mulch shall conform to Technical Specification Section 02930.
- M. All disturbed areas with slopes greater than 3:1 shall be finish graded and stabilized within three (3) days. Temporary cover with mulch shall be used until the soils are finish graded and stabilized. Once the disturbed areas are finish graded they shall be topsoiled, fertilized, seeded, and mulched and have erosion control blankets installed (where required) to stabilize the soils.
- N. No disturbed areas with slopes less than 3:1 shall be left unseeded and unmulched for more than seven (7) days. Disturbed areas which will be regraded later during construction shall be mulched and seeded with rye grass to prevent erosion. Hay or straw mulch shall be applied to all freshly seeded areas at the rate of 2 tons per acre. Bales shall be unspoiled, air dried, and free from weed, seeds, and any coarse material. Contractor may also use erosion matting or other approved methods of temporary cover.
- O. After all upstream disturbed areas have been permanently stabilized and as directed by the Engineer, the downstream temporary erosion control measures are to be removed and the accumulated sediment properly disposed of. The area disturbed by the removal of temporary measures shall be prepared, seeded, and mulched.
- P. The Contractor shall collect and dispose of sediments and other pollutants in a manner that prevents the sediments and pollutants from entering waters of the State.
- Q. The Contractor shall post at a location visible to the public, a notice containing the General Permit NOI number, the text: "Vermont Department of Environmental Conservation ((802) 490-6168) has authorized the discharge of stormwater runoff from this construction site under General Permit 3-9020 (latest edition).", the name and telephone number of the Owner and the On-Site Coordinator, the location where a copy of the Contract Drawings and Specifications is available, and a brief description of the project.

- R. The Contractor's On-Site Plan Coordinator shall inspect at least once every seven (7) calendar days and as soon as possible but no later than 24 hours after any storm event which generates a discharge of stormwater runoff from the construction site. If there is no earthwork performed during the period from December 15th through March 15th and all exposed soils and drainage channels have been at least temporarily protected, inspections may be suspended during that period, but the final inspection record for the season shall clearly show the status of the site grading and stabilization efforts at the end of the construction season.
- S. The Contractor's On-Site Plan Coordinator shall note any evidence of measurable amounts of sediment or sediment laden water leaving the construction site or any visible discoloration of surface waters (including wetlands). The Contractor shall immediately correct the discharge, including halting or reducing construction activities as necessary until the discharge and/or the condition is fully corrected. In the event that a discharge authorized under this permit is causing, or has reasonable potential to cause or contribute to, a violation of water quality standards, the Contractor shall immediately notify the VTDEC Watershed Management Division of the problem and the corrective actions that have been or are being taken. The Contractor shall prepare a written report fully describing the violation, including the source, the cause, why the erosion prevention and sediment control measures installed did not prevent the problem, how the problem was addressed, and the timetable for corrective action. This report shall be filed within seven (7) days of when the problem is first identified.
- T. The Contractor's On-Site Plan Coordinator shall keep a written record of inspections and any water quality monitoring data and shall note all problem areas and the measures taken to correct those problems and prevent future problems. The records shall reflect the status of the project in terms of consistency with the planned construction sequence and what areas are disturbed at the time of the inspection and what areas have been temporarily or permanently stabilized since the last inspection record. Each inspection record shall be signed by the Contractor's On-Site Plan Coordinator. The Contractor shall submit two copies of all records to the Engineer. The Engineer shall keep one copy and shall send one copy to the Owner. The Owner shall retain the Contract Drawings and Specifications and a copy of all project records required by the General Permit for a minimum of three (3) years following completion of construction activities. This period shall be extended during the course of unresolved litigation regarding violations of this permit.
- U. Construction activities shall be sequenced so that the areal extent of disturbed soils left open to erosion at any given time is kept to a minimum. The sequencing shall be shown in the Contractor's Project Schedule as required in Section 01310 Project Schedules. Unnecessary soil disturbance shall not be acceptable. Project phasing shall be used to lessen the areal extent of soils exposed at any given time. Removal of existing, non-invasive vegetative cover shall be limited to that necessary to accomplish the activity.
- V. Soil disturbances that occur between October 15th and May 1st shall be considered Winter Construction and shall be treated with overwinter erosion control measures. Winter construction is not permitted under the General Permit 3-9020 (latest edition) for Stormwater Runoff from Construction Sites. If construction is required after October 15th, the Contractor shall submit a written request to perform overwinter construction to the

Engineer prior to August 31. The written request must identify specific areas where overwinter construction shall occur and the erosion prevention and sediment control measures that are to be utilized. The following overwinter erosion and sediment control measures shall be taken for any work that occurs between October 15th and May 1st:

1. The disturbed area shall be limited to those areas in which work is to occur during the following 14 days and that can be mulched in one day prior to any snow event. In order to minimize areas without erosion control protection, continuation of work in additional areas shall not begin until the exposed soil surface on the area being worked has been stabilized.
2. Silt fence, snow barrier fencing, stone check dams, and temporary inlet protection shall be installed before the ground freezes.
3. Degradable erosion control blankets shall be used in all grassed areas of disturbed soil. Degradable erosion control blankets shall not be installed on top of snow; the snow shall be removed down to a 1" depth or less prior to installation. An area shall be considered stabilized when the exposed surfaces have been adequately anchored so that the ground surface is not visible through the blanket. These areas shall be seeded and mulched as soon as seasonally possible in the spring.
4. Degradable erosion control blankets shall be used to stabilize all disturbed ditches and slopes. Temporary stone riprap may be used in lieu of the degradable erosion control blanket. These areas shall be final stabilized as soon as seasonally possible in the spring.
5. All disturbed paved and gravel areas shall be backfilled with gravel subbase to final grade. All paved areas shall be repaved as soon as seasonally possible in the spring.
6. Soil stockpiles shall be mulched for overwinter protection with hay or straw at twice the normal rate. This will be done within 24 hours of stocking and re-established prior to any rainfall or snowfall.

3.2 SILT FENCE

- A. Silt fence shall be constructed and placed according to the Contract Drawings.
- B. At the time of installation, the fabric will be rejected if it has defects, rips, holes, flaws, deterioration, or damage.
- C. The Contractor shall maintain the silt fence until the project is accepted or until the fence is removed, and shall remove and dispose of silt accumulations at the silt fence when so directed by the Engineer. Filter fabric shall be removed and replaced whenever it has deteriorated or clogged to such extent that it reduces the effectiveness of the silt fence.
- D. Silt fence shall remain in place until the Engineer directs that it be removed. Silt fence which has been removed will remain the property of the Contractor and may be used at other locations provided it is in a condition acceptable to the Engineer. Upon removal of the silt fence, the Contractor shall return the area to its original condition, or better, and shall seed and mulch the area.

3.3 DEGRADABLE EROSION CONTROL BLANKET

- A. Degradable erosion control blankets shall be constructed and placed according to the Contract Drawings.
- B. Preparation of Area
 - 1. The ground surface shall be shaped to the lines and grades shown on the Contract Drawings and shall have a smooth surface free of depressions and eroded areas that would allow water to collect or flow under the matting.
 - 2. The surface shall be cleared of stones, sticks, and other objectionable material that would prevent the matting from close contact with the ground.
 - 3. Placement of the topsoil, fertilizer, seed and mulch, when required, shall be completed prior to placing of the matting.
- C. Installation
 - 1. Install degradable erosion control blankets per the manufacturer's recommendations.
 - 2. After the soil has been properly shaped, fertilized, seeded and mulched, the matting shall be laid out parallel to the flow of water or vertically on slopes.
 - 3. No traffic of any kind will be permitted over the matting during or after placement. Any torn or damaged material shall be replaced at the Contractor's expense.
 - 4. Mulch shall be under the complete coverage of the net so that the net is not in direct contact with the ground. The net shall be spread over the hay mulch so that there is space for a worker to walk between adjacent widths of the net.
 - 5. The edges of adjacent widths of the net shall be pulled together and held in place with biodegradable stakes spaced not more than 12" apart along the edges of the net. The biodegradable stakes shall be pushed into the ground so that the top of the stake is about 2" above the ground. The ends of each strip of net shall be held in place by biodegradable stakes at each corner and at the center of the net. Additional stakes shall be installed as directed by the Engineer.
- D. Maintenance
 - 1. The Contractor shall maintain the matted areas until all work has been completed and accepted. Maintenance shall consist of repairing areas damaged by erosion, wind, fire, or other causes at the Contractor's expense. Such areas shall be repaired to re-establish the condition and grade of the soil prior to application of the matting and shall be refertilized and reseeded as required.

END OF SECTION

SECTION 02161

SHEETING, SHORING, AND BRACING

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to accomplish the necessary sheeting, shoring, and bracing to complete the work specified and as shown on the Contract Drawings. This includes all work which may be necessary to support the sides of excavations and to prevent any movement of earth and materials which could diminish the width of excavations to less than that necessary for proper construction and safety, or could otherwise injure persons, or the work, or delay the work, or endanger adjacent structures.

1.2 PROTECTION ASSURANCE

- A. The Contractor is to design, use, and maintain sheeting, shoring, and bracing so as to comply with current OSHA regulations and Standard General Conditions, Article 7.12.

1.3 SUBMITTALS

A. Shop Drawings

1. Construction details including sketches.
2. Materials description.

B. Qualifications/Experience

1. Provide a detailed resume of the sheeting subcontractor.

C. Engineered Systems

1. Where specified in these Contract Documents, provide a sheeting, shoring and bracing plan designed by licensed professional engineer (licensed in Vermont).

2. PRODUCTS

2.1 GENERAL

- A. The materials used by the Contractor for sheeting, shoring, and bracing shall be those materials suitable for their intended use. Contractor's selected materials and methods shall be described in detail in shop drawing submittals.

3. EXECUTION

3.1 INSTALLATION

- A. Sheeting shall be driven and excavation work conducted in such a manner as to prevent the materials in back of the sheeting from running under the sheeting and into the excavated area.
- B. Care shall be taken to prevent voids outside of the sheeting. If voids are formed, they shall be immediately filled and well compacted. Where soil cannot be properly compacted to fill a void, lean concrete shall be used as backfill at no additional expense to the Owner.
- C. Sheeting shall not be carried to such depth at manholes, if it crosses the pipeline(s) that it will bear upon the pipe.
- D. Sheeting is not to be withdrawn if driven below mid-diameter of any pipe. Nor shall sheeting be unnecessarily driven below the mid-diameter of any pipe only to necessitate its being left permanently in place.
- E. Sheeting, shoring, and bracing shall be a special precaution to guard against damage to, or settlement of buildings, walls, roads, or other structures which are adjacent to the work.
- F. Temporary sheeting or bracing shall be removed carefully so as not to endanger the construction or wellbeing of other pipelines, structures, or the like.
 - 1. All voids left or caused by the withdrawal of sheeting shall be backfilled immediately with material acceptable to the Engineer and compacted as directed.
- G. The sheeting, shoring, bracing, or parts thereof, shall be left in place after the completion of the work in locations where shown on the Contract Drawings or ordered in writing by the Engineer. The Engineer may require that, at intervals, the sheeting shall be left in place to support existing structures and that other sheeting be removed. All sheeting which is left in place, whether ordered by the Engineer or left for the convenience of or to subserve the interests of the Contractor, shall be cutoff at least 2' below the surface. The right of the Engineer to order sheeting, shoring and bracing left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise his right to do so shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of a failure on the part of the Contractor to leave in place sufficient sheeting, shoring, and bracing to prevent any caving or moving of the ground.
- H. The Contractor shall consider and use, if necessary, sheeting to control groundwater. Where sheeting is driven below the pipeline to control groundwater, it shall be cut off at least 2' below the surface and not lower than 1' above the top of the pipe with the lower portion left permanently in place.

I. Records

1. The Contractor shall keep a record of all sheeting and bracing left in place whether shown on Contract Drawings, ordered by the Engineer, or for his own convenience.
 - a. This record shall include location and size of sheeting including lengths and elevations top and bottom, and the locations and sizes of bracings.
 - b. A complete copy of this record shall be submitted to the Engineer at job completion.

END OF SECTION

SECTION 02205

ROCK AND BOULDER REMOVAL

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required for the excavation, disposal, and replacement of rock boulders as specified herein and as shown on the Contract Documents.

1.2 DEFINITIONS

- A. Rock excavation shall mean rock which requires for its removal, drilling, and blasting. Rubble masonry and concrete foundations exceeding one (1) cubic yard in volume shall be considered as rock.
- B. Boulder excavation shall mean boulders one (1) cubic yard in volume or larger.
- C. Rock and boulders shall not include any materials which may fall or otherwise enter excavations from beyond limits indicated on the Contract Drawings or specified herein.

1.3 PAYMENT

- A. Rock and boulder removal will be paid for under a separate item in the Bid. Include all costs of same in various other lump sum and unit price items in the Schedule of Prices in the Bid.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

3.1 LIMITS OF EXCAVATION IN ROCK

- A. Limits of rock excavation shall be the payment limits as defined in Section 01025 - Measurement and Payment.

3.2 BLASTING

- A. The Contractor shall perform a pre-blast survey of the areas where blasting is required. He shall record existing conditions in written form, sketches, photographs, video tape, or any other form. All nearby buildings, foundations, driveways, roadways, and other

existing structures shall be inspected for cracks, loose masonry, and any other condition which might be attributable to blasting at a later date. A copy of said survey shall be provided to the Engineer before blasting commences.

- B. The Contractor shall record the location, depth, and size of each drill hole and the amount and type of explosives used in each hole. A copy of said blasting record shall be provided to the Engineer at the end of each day that blasting work has been done.
- C. Conduct all blasting operations in full compliance with all State and Federal laws and local ordinances. The Contractor shall supply a blasting insurance certificate to the Engineer prior to any blasting. Take all possible care to avoid injury to persons and damage to property. The rock is to be well covered and sufficient warning given to all persons in the vicinity of the work before blasting. Care shall be taken to avoid damage to utilities or other structures above and below ground.
- D. No blasting will be permitted under or adjacent to any street, road, or highway unless permission has been received in writing from the authority having jurisdiction.
- E. Conform to all Municipal, State, Federal, and other ordinances and codes relating to the storage and handling of explosive. Particular attention is called to adherence to requirements of the electric, gas, and other utilities which may be located in the project area.
- F. Damages and costs of whatever nature resulting from the work specified herein shall be borne solely by the Contractor.

3.3 DISPOSAL AND REPLACEMENT OF ROCK

- A. Excavated rock and boulders may not be used to backfill in trenches.
- B. If rock outside of limits specified is shattered by blasting, caused by holes drilled too deep, or too heavy charges or explosives, or any other circumstance due to blasting, and if such shattered rock in the Engineer's opinion does not provide suitable foundation, the rock shall be removed and the excavation refilled with compacted bedding or backfill material at the expense of the Contractor.
- C. The Contractor shall be responsible for disposal of rock and boulders at an offsite location, in accordance with State requirements.
- D. Any excavated rock and boulders to be wasted on site shall be disposed of in areas approved by the Engineer and Owner.

END OF SECTION

SECTION 02210

GRADING

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required for the grading, including rough and finished, as specified herein and/or as shown on the Contract Drawings.

1.2 JOB CONDITIONS

- A. Grading both rough and finished, on the project site shall blend the finished contours in with the existing contours to effect a smooth transition. At no times will the finished graded slope be steeper than 2:1.
- B. All drainage ditches shall be graded to effect gravity flow of water as shown on the Contract Drawings and as directed by the Engineer.
- C. All grading activity on the project site shall be maintained within the strict construction limits.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

3.1 PERFORMANCE

- A. Grading in preparation for placing of loam, planting areas, paved walks and drives, and appurtenances shall be performed at all places that are indicated on the Contract Drawings, to the lines, grades, and elevations shown and otherwise as directed by the Engineer and shall be performed in such a manner that the requirements for formation of embankments can be followed. All material encountered, of whatever nature, within the limits indicated, shall be removed and disposed of as directed. During the process of grading, the subgrade shall be maintained in such condition that it will be well drained at all times. When directed, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the execution or condition of the work.
- B. If at the time of grading it is not possible to place any material in its proper section of the permanent structure, it shall be stockpiled in approved areas for later use. No extra payment will be made for stockpiling or double handling of excavated material.

- C. The right is reserved to make minor adjustments or revisions in lines or grades if found necessary as the work progresses, due to discrepancies in the Contract Drawings or in order to obtain satisfactory construction.
- D. Stones or rock fragments larger than 4" in their greatest dimensions will not be permitted in the top 6" of the finished subgrade of all fills or embankments.
- E. In cuts, all loose or protruding rocks on the back slopes shall be barred loose or otherwise removed to line or finished grade of slope. All cut and fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the Contract Drawings or as directed by the Engineer.
- F. Hold all subgrade within 2" maximum deviation from required elevations. Except for areas receiving drainage fill or other paved areas rough graded to provide smoothly rolling contours 4" - 6" below the finished elevations shown on the Contract Drawings or directed by the Engineer.

END OF SECTION

SECTION 02220

EXCAVATION, BEDDING, BACKFILL, AND FILL

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to perform all excavation, bedding, backfill, and fill necessary to complete the work as specified herein and as shown on the Contract Drawings. The work shall include, but not necessarily be limited to excavation for structures, foundations, pipelines, all bedding, backfilling and fill, and related work such as compaction, handling and rehandling of materials. Work shall include hand work as well as power assisted work.

- B. Loam may be salvaged by the Contractor for his own convenience for use as specified under this section, Part 3.3, B.

1.2 SUBMITTALS

A. Submit to the Engineer for approval the proposed methods of construction including:

1. Compaction.
2. Backfilling.

- B. The Contractor shall remain responsible for the structural adequacy and safety of the methods.

- C. Submit three (3) gradation test results for each type of material from each source. These tests shall be at the Contractor's expense.

1.3 SOIL TESTING

- A. Previous to the general placement of the fill, and during such placement, the Engineer may select areas within the limits of the fill and test the degree of compaction obtained. The Contractor shall cooperate fully in obtaining the information desired.

- B. If test results are unsatisfactory, all costs involved in correcting deficiencies in compacted materials to the satisfaction of the Specifications will be borne by the Contractor.

- C. All soils testing shall be at the Contractor's expense.

1.4 QUALITY ASSURANCE

A. Reference Specifications

1. Except as otherwise specified herein, the material and construction shall be in accordance with the "Vermont Agency of Transportation Standard Specifications for

- Construction," latest edition, including all addenda.
2. The Contractor shall maintain at the job site during the entire period of construction the complete and up-to-date Standard Specifications of the Vermont Agency of Transportation as referenced above.

2. PRODUCTS

2.1 PIPE EMBEDMENT MATERIALS

- A. Crushed Stone Bedding, VAOT 704.02B
 1. Material shall consist of clean, hard, crushed stone, uniformly graded. Material shall meet the grading requirement of the following table:

<u>Sieve Designation</u>	Percentage of Weight Passing Square Mesh Sieves
1"	100
3/4"	90 - 100
3/8"	20 - 55
No. 4	0 - 10
No. 8	0 - 8

- B. Sand Blanket, VAOT 703.03A
 1. Material shall be clean, hard, and reasonably free from silt, loam, clay, or organic matter. It shall be obtained from approved sources, be uniformly graded from coarse to fine and shall meet the requirements of the following table:

<u>Sieve Designation</u>	Percentage of Weight Passing Square Mesh Sieves Total Sample
2"	100
1 1/2"	90 - 100
1/2"	70 - 100
No. 4	60 - 100
No. 100	0 - 30
No. 200	0 - 12

2.2 TRENCH FINAL BACKFILL MATERIAL

- A. Suitable Material
 1. Suitable material/common fill shall be the material excavated during the course of construction or from other sources. Material shall exclude debris, pieces of pavement, frozen material, organic matter, topsoil, all wet or soft muck, peat, clay,

ledge excavation, rocks over 12" in largest dimension, rocks over 30 lbs., or any material determined by the Engineer that will not provide sufficient support or maintain the completed construction in a stable condition.

2. On cross-country construction, suitable material shall be as described above except that the Engineer may permit the use of: topsoil, loam, muck, or peat, provided he is satisfied that the completed construction will be stable and allow easy access to the pipe for maintenance.

2.3 STRUCTURES BEDDING MATERIAL

A. Crushed Stone, VAOT 704.02B

1. Material shall consist of clean, hard, crushed stone, uniformly graded. Material shall meet the grading requirement of the following table:

<u>Sieve Designation</u>	<u>Percentage of Weight Passing Square Mesh Sieves</u>
1"	100
3/4"	90 - 100
3/8"	20 - 55
No. 4	0 - 10
No. 8	0 - 5

2.4 STRUCTURES BACKFILL MATERIAL

A. Granular Backfill for Structures, VAOT 704.08A

1. Material shall be obtained from approved sources, consisting of satisfactorily graded, free draining granular material reasonably free from loam, silt, clay, and organic material and shall meet the requirements of the following table:

<u>Sieve Designation</u>	<u>Percentage of Weight Passing Square Mesh Sieves</u>
3"	100
No. 4	45 - 75
No. 100	0 - 12
No. 200	0 - 6

B. Fine Crushed Gravel, VAOT 704.05A

1. Material shall be obtained from approved sources, consisting of satisfactorily graded, free draining granular material reasonably free from loam, silt, clay and organic material and shall meet the requirements of the following table:

<u>Sieve Designation</u>	<u>Percentage of Weight Passing Square Mesh Sieves</u>
2"	100
1 1/2"	90 - 100
No. 4	30 - 60
No. 100	0 - 12
No. 200	0 - 6

2.5 ROADWAY MATERIAL

- A. See Section 02510 - Roadways, Walks and Paving.

3. EXECUTION

3.1 EXCAVATION BELOW GRADE

- A. Unauthorized Excavations
1. If the bottom of any excavation has been removed below the grade shown by the Contract Drawings or that prescribed by the Engineer, it shall be brought to grade at the Contractor's expense by filling with material approved by the Engineer and well compacted to 95% of the maximum density in 6" layers.

3.2 STRUCTURES EXCAVATION, BACKFILL, AND COMPACTION PROCEDURES

- A. Excavations for structures shall be of sufficient width(s) and depth(s) as indicated on Contract Drawings to allow for the proper forming of concrete footings and walls.
- B. Side slopes of excavations shall be less than the angle of repose of the material excavated and shall be flat enough to prevent slides or cave-ins. Any excavation required as a result of slides or cave-ins shall be done by the Contractor at his own expense.
- C. Final excavation, which is to be done by hand, shall not be done until the ground has been thoroughly dewatered and the Contractor is ready to construct the foundation(s) of the structure(s).
- D. When excavation for foundations has reached prescribed depths, the Engineer shall be notified and he will inspect conditions.
- E. Compaction
1. Material to be compacted shall not be placed on a frozen surface or one covered by snow or ice, nor shall snow, ice, or frozen earth be incorporated in the compacted fill.
 2. Where it is impractical to use large equipment for compaction or when such methods may disturb the surrounding natural subgrade, the fill shall be compacted using hand operated mechanical compactors.
 3. If the material is compacted by rolling or by vibration, only equipment allowed by the Engineer shall be used. The material shall be evenly spread in layers. Previously

placed or new materials shall be moistened by sprinkling, if required, to ensure proper bond and compaction.

4. No compacting shall be done when the material is too wet to be compacted properly.

F. Backfilling Under/Around Structures

1. The Contractor shall backfill excavations with approved excavated materials unless otherwise shown on the Contract Drawings or specified herein. All materials used for backfilling shall be free of roots, stumps, frost, and stones weighing over 50 lbs.
2. Compaction - Backfilling
 - a. No compacting shall be done when the material is too wet. At such times the work shall be suspended until the previously placed and new materials have dried sufficiently to permit proper compaction.
 - b. As soon as practicable after the structure has acquired a suitable degree of hardness (if concrete) and other necessary work has been done, backfill and compaction shall continue without delay. Fill shall be carried up evenly to avoid unequal soil pressures.
 - c. Whatever method of compacting backfill is used, care shall be taken that stones and lumps shall not become nested and that all voids between stones shall be completely filled with fine material.
 - d. Minimum compaction requirements and the method of compaction shall be such as to secure not less than 95% of the maximum density around structures or not less than 98% of the maximum density under foundations, unless otherwise specified herein or as shown on the Contract Drawings, as determined by the Standard Method Test for the Moisture-Density Relationship of Soils specified in accordance with AASHTO T-99 Method C.

3.3 TRENCH EXCAVATION

- A. Materials to be excavated shall be any materials encountered within the limits required to be excavated including earth, boulders, ledge rock, various types of thicknesses of pavement, and other materials whether or not such materials are indicated by the Contract Drawings. The work also includes any excavation, embankment, or backfill required for the construction of dikes or any other works to prevent damage of work by flood flows.
- B. Stripping Topsoil (Loam)
 1. The Contractor shall strip all topsoil and organic matter from the areas where trenches are to be constructed and elsewhere as required by the Engineer. The Contractor may strip all topsoil from the site of the trench construction for use as a loam elsewhere. The topsoil shall be excavated and placed at locations approved by the Engineer or disposed of outside the limits of construction. All topsoil stripped from the site to be used as loam shall be stored at a location near the site of the work where allowed by the Engineer prior to its final incorporation in the work.
- C. The width and depth of all trenches for pipelines shall be as shown on the Contract Drawings. Trenches excavated wider than specified may add to the loading on the pipe and in such cases the Contractor may be required to substitute a higher strength pipe or bedding or both with no additional compensation. No tunneling will be permitted in place of open trench construction unless specifically allowed by the Engineer. Excavations

adjacent to existing underground pipelines and other underground structures shall be done by hand to insure against possible damage to such pipelines and structures.

1. Trenches for pipelines, where the pipe is to be laid directly on the trench bottom, shall not be excavated entirely to subgrade by machinery. The last of the material to be excavated shall be removed by hand tools and the resulting trench shall have a shaped bottom so that the pipe will be supported throughout its entire length by firm and undisturbed material.
 2. Trenches for all pipelines where bedding material is to be used, may be excavated to the depths required using machinery.
- D. The pipe trenches on paved streets shall be constructed to minimum practical widths by using temporary sheeting or other acceptable methods such that a minimum of inconvenience is caused to the public. The Engineer may require that the pavement be cut ahead with pneumatic tools, without extra compensation to the Contractor, where it is necessary to prevent damage to the remaining road surface.
- E. In undeveloped areas where there is no danger to adjacent property and subsurface structures and where permitted by the Engineer, trenches may be cut with sloping sides. In such cases, the Contractor shall limit his construction operations within the limits shown on the Contract Drawings unless written permission is obtained from the property owners.
- F. On steep slopes and in areas inaccessible by machinery, trench excavation shall be by hand tool as necessary to complete the work as specified and shown on the Contract Drawings.
- G. The length of trench to be open shall be kept to a minimum and as allowed by the Engineer. The total running length of all work in each section shall be kept as short as practicable.
1. Trenches shall be opened at such time and to such extent only as may be permitted by the Engineer. All driveways, crosswalks, sods, shrubs, trees, and any other surface material affected by the work shall be carefully taken up and kept separate from other excavated material. Excavated material, if suitable, shall be used for embankments, backfill, and fill.
- H. Surplus excavated materials not used as backfill, fill, or embankment at the site of the work shall be disposed of as allowed by the Engineer. All surplus material shall be removed promptly so as not to be objectionable to abutters or to the general public.

3.4 TRENCH BEDDING

- A. As shown on the Contract Drawings and/or as specified elsewhere.
- B. As stated in these Specifications, trenches shall be completely dewatered prior to the placing of bedding.
- C. Minimum compaction requirements and the method of compaction shall be such as to secure not less than 95% of the maximum density, unless otherwise specified herein or as shown on the Contract Drawings, as determined by the Standard Method Test for the Moisture-Density Relationship of Soils specified in accordance with AASHTO T-99 Method C (Standard Proctor).

3.5 TRENCH BACKFILLING

- A. The Contractor shall backfill trenches with approved excavated material in maximum 12" lifts or unless otherwise shown on the Contract Drawings or specified herein. All material used for backfilling shall be free of roots, stumps, frost, and stones weighing over 50 lbs.
- B. The backfill material shall be compacted by mechanically operated hand tampers as indicated on the Contract Drawings. The backfill layer 12" above the top of the pipe shall be thoroughly rammed to provide a compacted envelope around the pipe.
 - 1. If the backfill is compacted by ramming, at least one (1) rammer shall be provided to every three (3) men backfilling.
 - 2. No mechanical tampers shall be used directly over pipe to insure pipe is not damaged.
- C. Where a moveable trench shield is used the Contractor shall provide adequate temporary sheeting and shoring to protect the workmen carrying out the tamping operation.
- D. Under no circumstances will material be dropped directly on the pipe from the top of the trench.
- E. The remaining portion of the trench shall be backfilled and shall be compacted by puddling, thoroughly ramming, or otherwise in an equally effective manner.
- F. Where trenches cross or are adjacent to subsurface installations, compaction shall be such as to secure not less than 95% of the maximum density as determined by the AASHTO T-99 Method C to prevent damage due to settlement of the backfill.
- G. Backfilling trenches in an unpaved road shall be so compacted to secure not less than 95% of the maximum density.
- H. Minimum compaction requirements and the method of compaction shall be such as to secure not less than 95% of the maximum density, unless otherwise specified herein or as shown on the Contract Drawings, as determined by the Standard Method Test for the Moisture-Density Relationship of Soils specified in accordance with AASHTO T-99 Method C (Standard Proctor).
- I. Backfilling trenches 12" and above the crown of the pipe by mechanical equipment may be permitted if the materials are suitable and adequate compaction is achieved to satisfy the Engineer. Special precautions shall be taken against undue damage to existing surface materials by mechanical equipment. Unnecessary damage to such surface materials shall be repaired at the Contractor's expense.
- J. Special backfilling procedures in areas of hand-dug trenches will be as allowed by the Engineer.

3.6 MISCELLANEOUS EARTH EXCAVATIONS AND EXTRA EARTH EXCAVATION

- A. Wherever required, the Contractor shall do earth excavation and backfilling in addition to excavation and backfilling needed to construct the work required by the Contract Documents. Miscellaneous earth excavation and backfilling may be required for test pits or for other unforeseen purposes. It may be necessary to do some of the work by hand.
- B. Extra earth excavation which is not indicated by the existing ground surface as shown by the Contract Drawings, may be ordered by the Engineer.
- C. Suitable excavated material shall be used for fill embankments or backfill on the different parts of the work as required.

END OF SECTION

SECTION 02227

WASTE MATERIAL DISPOSAL

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required for the disposal of waste materials as specified herein and as shown on the Contract Drawings. Waste materials shall include stumps, debris, unsuitable and extra or surplus materials.

1.2 PROTECTION

- A. During the hauling and final disposal of waste materials all Local, State and Federal regulations shall be adhered to by the Contractor.

1.3 PAYMENT

- A. Unsuitable materials removal including all labor, tools, equipment and for all work and expense incidental thereto, is included in the lump sum and/or unit prices in the Schedule of Prices in the Bid and will not be paid for under a separate item. It shall include the stockpiling unsuitable material, hauling and placing on side slopes of embankments or at other locations.

2. PRODUCTS

- 2.1 None used.

3. EXECUTION

3.1 PREPARATION

- A. Waste material shall only be disposed at legally designated landfills and other disposal sites. Upon Owner's request, Contractor shall present written evidence that all waste material disposal has been performed in accordance with all Local, State and Federal regulations.
- B. If any materials are hazardous or toxic as determined by the State, the Contractor must obtain State approval of a disposal site prior to disposing of any such waste materials.

3.2 DISPOSAL OF WASTE MATERIALS

- A. Surplus fill shall be disposed of by the Contractor off the site as approved by the Engineer.

- B. The excavated or otherwise obtained unsuitable materials shall be stockpiled for use as topsoil on side slopes to flatten side slopes, hauled and placed as topsoil at other locations if the Contractor so desires, or disposed of outside the construction area.
 - 1. The stockpiled materials shall be neatly piled so as to inconvenience as little as possible the public and adjoining property owners until properly disposed.
 - 2. Waste materials are to be removed from the construction site in a timely fashion.

3.3 CLEANUP

- A. All storage and disposal sites shall be maintained to prevent injury to persons or property.
- B. Upon completion of the use of a disposal site, it shall be left in a neat and orderly condition. All conditions of its final configuration must have been met including final covering and grading.
- C. The Contractor and the Engineer shall inspect each completed disposal site for its acceptability.

END OF SECTION

SECTION 02510

ROADWAYS, WALKS AND PAVING

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to install the roadways, parking areas, sidewalks, and paving as specified herein and/or as shown on the Contract Drawings. Work also includes repavement of surfaces disturbed during construction and all incidentals associated therewith.

1.2 JOB CONDITIONS

- A. Traffic shall be maintained past all roadway excavation sites.

1.3 QUALITY ASSURANCE

A. Reference Specifications

1. Except as otherwise specified herein, the material and construction shall be in accordance with the "Vermont Agency of Transportation (VAOT) Standard Specifications for Construction," latest edition, including all addenda.
2. The Contractor shall maintain at the job site during the entire period of construction the complete and up-to-date standard Specifications of the Vermont Agency of Transportation as referenced above.

1.4 SUBMITTALS

- A. The Contractor shall submit the required copies of all sieve analysis, certifications, mix designs and other tests required to show compliance with the materials specifications in this section for shop drawing review prior to incorporating any of said materials into this project.

2. PRODUCTS

2.1 MATERIALS

A. Sidewalks

1. Concrete Sidewalks
 - a. Sidewalks shall be constructed of Class B concrete as specified by VAOT Specification Section 618 and VAOT standard details for sidewalks and ramps.
2. Sidewalk Bedding
 - a. Sidewalk bedding shall consist of material reasonably free from silt, loam, clay, or organic matter. It shall be obtained from approved sources and shall meet the following requirements:

Fine Crushed Gravel, VAOT 704.05B	
Grading Sieve Designation	Percentage by Weight Passing Square Mesh Sieves Total Sample
2"	100
1 1/2"	90 - 100
No. 4	30 - 60
No. 100	0 - 12
No. 200	0 - 6

B. Calcium Chloride

1. Calcium chloride used for dust control shall be as referenced in "Vermont Agency of Transportation Standard Specifications for Construction", entitled "Calcium Chloride" Section 746.

3. EXECUTION

3.1 SIDEWALKS

A. Concrete Sidewalks

1. Sidewalks shall be 5" thick except at drives where it shall be 8" thick. Width shall be the same as existing sidewalk being rebuilt or as shown on the Contract Drawings.
2. Excavation
 - a. Excavation and bedding shall conform to the requirements of 02220. Bedding shall be 6" deep compacted in place to 95% standard optimum density, per ASTM D-698, approved bedding material, as specified herein.
3. Forms
 - a. Forms shall be of wood or metal, straight or curved as required, free from warp. Form construction shall be such that there will be no interference to the inspection of grade or alignment. All forms shall extend for the entire depth of the sidewalk and shall be braced and secured sufficiently so that no deflection from alignment or grade will occur during the placing of the concrete.
4. Mixing and Placing
 - a. Compaction of concrete placed in the forms shall be by spading or other approved methods. Forms shall be left in place for 24 hours or until the concrete has set sufficiently so that they can be removed without injury to the sidewalk.
5. Sections
 - a. Sidewalk shall be constructed in sections having a uniform length of 5' or sidewalk width, whichever is less, unless otherwise ordered. Sections shall be separated by hand tooled joints 3 mm wide except at expansion joints.
6. Expansion Joints
 - a. Expansion joints shall be formed at the intervals shown on the Contract Drawings using a preformed expansion joint filler having a thickness of 5 mm. They shall be constructed at 20 feet intervals or as directed by the Engineer.
7. Sidewalk Finish
 - a. The perimeter of each sidewalk section shall receive a smooth tooled finish using

a sidewalk edging trowel. The field of the sidewalk section shall receive a light broom finish with the direction of the broom pattern perpendicular to the flow of traffic.

8. Curing
 - a. Sidewalks shall be cured in accordance with VAOT Standard Specifications Subsection 501.17.
9. Backfilling
 - a. After the concrete has set sufficiently, the spaces in front and back of the walkway shall be filled to the required elevation with layers of not more than 6" of the same material as the bedding and thoroughly tamped.

3.2 CALCIUM CHLORIDE

- A. In order to control dust nuisance caused by unpaved trenches in roadways and other areas, the Contractor shall furnish and spread calcium chloride where and when required by the Engineer.

END OF SECTION

SECTION 02615

SEWER PIPE
(GENERAL)

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to install, lay, join, and test all sewers, house services, and all other pipes, fittings, and appurtenances herein and as shown on the Contract Drawings.

B. Related Work Specified Elsewhere

1. All other sections of these Specifications, the Contract, Contract Documents, Bid, Addenda, and Contract Drawings.

1.2 CONTRACTOR'S RESPONSIBILITIES

A. General

1. Contractor shall furnish all labor, materials, equipment, and incidentals required to install all required for complete satisfactory and operating systems as specified and as shown on the Contract Drawings.
2. To include any and all appurtenances required for a complete installation not specifically shown on the Contract Drawings or specified herein.

B. Workmanship

1. All work to be accomplished in a neat, workmanlike manner.

C. Alignment and Grade

1. As shown on the Contract Drawings, or as directed by the Engineer in field.

D. Assembly of Pipe, Fittings, and Appurtenances

1. In accordance with material manufacturer's recommendations.
2. In accordance with these Specifications.
3. Final installations to be free from any strain.

E. Protection of Open Piping

1. Protect open pipe fittings or appurtenance ends whenever work is suspended during construction to prevent any foreign materials or extraneous water from entering therein. Use temporary plugs, burlap, or other approved materials as applicable to each situation.

F. Removal, Repair, or Replacement of Defective Work

1. Contractor shall remove, repair, or replace any work not conforming to requirements of the project.

- G. The location of wyes, chimneys, and building services are not, in general, shown on the Contract Drawings, but shall be determined by the Contractor in cooperation with the Engineer. All locations shall be acceptable to the Engineer.

2. PRODUCTS

2.1 MATERIALS

- A. Materials for house services, wye branches, and chimneys shall be of the same material and quality of sewer, or as specified on the Contract Drawings.

3. EXECUTION

3.1 INSTALLATION

- A. Per Contract Drawings and Specifications.

END OF SECTION

SECTION 02617

DUCTILE IRON PIPE
(SEWER)

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to install all cast and ductile iron pipe and fittings as specified herein and as shown on the Contract Drawings.

1.2 QUALITY ASSURANCE

A. Materials

1. Reject materials not conforming to all the requirements of this Section of the Specifications.

1.3 SUBMITTALS

A. Shop Drawings

1. Submit manufacturer's literature and illustrations.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Exercise care in accordance with manufacturer's recommendations in transporting, storing, and handling to avoid damage to pipe and fittings.
- B. Keep inside of pipe and fittings free of dirt and debris.
- C. Under no circumstances shall pipe or fittings be dropped during delivery, storing, handling, or installing of same. Immediately reject any such piece of pipe or fittings.

1.5 JOB CONDITIONS

- A. Do not install pipe and fittings in inclement weather which hinders clean operations.
- B. Contractor to be totally familiar with job site conditions.
- C. Contractor to maintain one-way traffic at all times for all work.

2. PRODUCTS

2.1 PIPE

- A. Ductile Iron (D.I.)
 - 1. All joint types
 - a. ANSI A21.50 (latest revision).
 - 2. Nominal length
 - a. 18' or 20' as appropriate by manufacturer.
 - 3. See Section 15060 and the Contract Drawings for size and thickness class in specific locations.

2.2 FITTINGS

- A. Ductile Iron (D.I.)
 - 1. All joint types
 - a. ANSI A21.10 (latest revision).

2.2 JOINTS AND GASKETS

- A. Joints (D.I.)
 - 1. All joint types
 - a. Rubber-gasket joint, ANSI A21.11 (latest revision).
- B. Gaskets (D.I.)
 - 1. All joint types
 - a. Rubber ANSI A21.11 (latest revision).

2.4 LININGS AND COATINGS

- A. Ductile Iron (D.I.) pipe and Fittings
 - 1. Exterior coating
 - a. Bituminous coating approximately 1 mil (0.025mm) thick.
 - 2. Interior lining
 - a. Double cement lined (1/8") as specified under seal coating of ANSI 21.4 (latest version).

2.5 JOINT LUBRICANTS

- A. All Ductile Iron Pipe and Fittings
 - 1. As recommended by manufacturer of pipe and fittings supplied.

3. EXECUTION

3.1 INSPECTION

- A. Hammer Test and Inspect Iron Pipe
 - 1. Before lowering pipe into trench and while suspended, the pipe shall be inspected by

the Contractor for any defects and rung with a light hammer to detect any cracks. Any defective, damaged, or unsound pipe shall be rejected.

B. Fittings

1. All fittings shall be inspected by the Contractor for any defects prior to installation. Any defective, damaged or unsound fitting shall be rejected.

C. Pipe to be Kept Clean

1. All foreign matter or dirt shall be removed from the inside of the pipe and fittings before they are lowered into position in the trench and then shall be kept clean by approved means during and after laying.

D. Check for cut or damaged gaskets. Replace as necessary.

3.2 CUTTING PIPE

- A. Cutting of pipe for any reason shall be done in a neat, workman like manner without damage to the pipe or coating and so as to leave a smooth end at right angles to the axis of the pipe.

3.3 LAYING AND JOINING PIPE

A. Laying of Ductile Iron Pipe and Fittings

1. Pipe shall be installed with full support for the entire length. Blocking of pipe installed in the ground will not be permitted.
2. Pipe shall be laid with bell ends facing upgrade and laying shall start at the lower end and shall proceed upward.
3. Every precaution shall be taken to prevent foreign materials from entering the pipe while it is being placed in the trench. If the pipe laying crew cannot put the pipe and fittings into the trench and in place without getting foreign material into it, the Engineer shall require that before lowering the pipe into the trench, a heavy, tightly woven canvas bag of suitable size be placed over each end and left there until the connection is to be made to the adjacent pipe.
4. At times when pipe laying is not in progress, the open ends of installed pipe shall be closed by a watertight plug.
5. Unsuitable conditions for laying pipe
 - a. No pipe shall be laid in water or when the trench conditions or the weather are unsuitable for such work. No trench water shall be permitted to enter the pipe.

B. Joining of Ductile Iron Pipe and Fittings

1. Join in conformance with pipe and fitting manufacturer's recommendations.

3.4 INSTALLATION OF PIPE

A. General

1. All pipe shall be carefully laid to grade and alignment. Each pipe shall be so laid as to form a close joint with the next adjoining pipe and to bring the inverts continuously to the required grade. In order to insure a minimum amount of movement or disturbance, no more than two (2) lengths of pipe may be laid before backfilling to a

- minimum of 12" over the top of pipe.
2. Bell holes shall be dug to provide ample space for making joints and to allow the pipe to have uniform bedding support along its entire length. After laying each length to the line and grade shown, the trench shall be backfilled to the midpoint of the pipe and the trench hand compacted with special care taken to ensure that compacted material is placed under the haunches of the pipe. No walking upon or working over the pipe after it is laid will be permitted until it is covered with earth to a depth of at least 12" except as may be necessary in tamping the earth and backfilling. All openings to the pipeline shall be satisfactorily protected to prevent the entrance of dirt, water, or other foreign matter.
 - a. No blocking shall be used.
 3. Pipe shall be installed in dry trench condition. The Contractor is responsible for employing proper dewatering methods and equipment. No trench water shall be permitted to enter the new pipe.
- B. Bedding
1. Carefully bring the bedding material to grade so as to provide a uniform support for the pipe and so as to avoid differential settlement of the pipe.
 2. Compaction
 - a. Minimum of 95% standard proctor density to a 6" compacted depth.
Refer to the Contract Drawings for the Trench Details.
 3. In trenches which have natural materials of fine grains and in conditions where migration of trench wall material into bedding material can be anticipated, either wide trench construction or well graded bedding material without voids shall be used as determined by the Engineer.
- C. Haunching and Initial Backfill
1. Place haunching material to the spring line so as to prevent movement for the pipe. Ensure embedment material is compacted sufficiently (by hand or mechanical tamping) under the haunch of the pipe to provide adequate side support.
 2. Place initial backfill material in 6" layers to 12" over top of pipe. No mechanical compaction equipment shall be used directly over the top of the pipe.
 3. Compaction
 - a. Minimum of 95% standard proctor density for haunching and initial backfill.
 4. At this point, the pipe shall be checked for line and grade and any debris, tools, etc., shall be removed.
 5. If inspection of the pipe is satisfactory, the Contractor may then refill or backfill the remainder of the trench in accordance with the Trench Details.
 6. At any time that work is not in progress, the end of the pipe shall be suitably closed to prevent the entry of animals, earth, etc.
 7. At the end of each day's work or at intervals of no more than 200' of pipe, the Engineer, with the Contractor, will inspect the pipe for alignment with lamps or mirrors. Unsatisfactory work shall be dug up and reinstalled to the satisfaction of the Engineer.
- D. Final Backfill
1. Place final backfill material in maximum 12" layers compacted as shown on the Contract Drawings. Final backfill material shall be approved by the Engineer.
 - a. Refer to a general description in Section 02220.

- b. Bring material to finished grade or subgrade for paved or gravel surfaces.
- 2. Compaction shall be 90% standard proctor density in all areas except roadways, drives, etc., where it shall be 95% standard proctor density.
 - a. Hydrohammers shall not be used within 3' of the top of the pipe.

E. Testing

- 1. Refer to these Specifications, Section 01402.

3.5 INSTALLATION OF POLYETHYLENE ENCASEMENT

- A. Should polyethylene encasement be required in areas of corrosive soil or as shown on the Contract Drawings, the Contractor shall install this encasement in accordance with the following method approved by the Ductile Iron Pipe Research Association (DIPRA). Minimum thickness shall be 8 mil.

B. Installation

- 1. To install encasement cut polyethylene tube to a length approximately 2' longer than the length of the pipe section. Slip the tube around the pipe, centering it to provide a 1' (0.3 m) overlap on each adjacent pipe section, and bunching it accordion fashion lengthwise until it clears the pipe ends.
- 2. Lower the pipe into the trench and make up the pipe joint with the preceding section of pipe. A shallow bell hole must be made at joints to facilitate installation of the polyethylene tube.
- 3. After assembling the pipe joint, make the overlap of the polyethylene tube. Pull the bunched polyethylene from the preceding length of pipe, slip it over the end of the new length of pipe and secure in place. Then slip the end of the polyethylene from the new pipe section over the end of the first wrap until it overlaps the joint at the end of the preceding length of pipe. Secure the overlap in place. Take up the slack width to make a snug, but not tight, fit along the barrel of the pipe, securing the fold at quarter points.
- 4. Repair any rips, punctures, or other damage to the polyethylene with adhesive tape or with a short length of polyethylene tube cut open, wrapped around the pipe, and secured in place. Proceed with installation of the next section of pipe in the same manner.

END OF SECTION

SECTION 02631

FLEXIBLE CONNECTIONS
(SEWER)

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to install all flexible connections for piping systems as shown on the Contract Drawings, as specified herein and as required for a complete installation whether not shown or specified.

1.2 QUALITY ASSURANCE

A. Acceptable Manufacturers

1. Romac Industries, or approved equal.

1.3 SUBMITTALS

A. Shop Drawings

1. Submit manufacturer's literature and illustrations.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver flexible connectors to job in enclosed containers.
- B. Store flexible connectors in area protected from weather or possible damage.
- C. Handle to prevent damage.
- D. Reject any damaged materials.

2. PRODUCTS

2.1 FLEXIBLE COUPLINGS

A. For large diameter pipe.

1. Size
 - a. As required by pipeline in which it is being installed.
2. Center ring
 - a. ASTM A53 Grade A steel
3. End rings
 - a. ASTM A795 steel
4. Gaskets
 - a. NSF 61 EPDM

5. Nuts, Bolts, and other hardware
 - a. Corrosion resistant Type 304 stainless steel.
6. Coating
 - a. 100% fusion bonded epoxy for enhanced corrosion protection with average thickness of 14 mils.
7. Working Pressure
 - a. 14" – 16" diameter: 260 psi
 - b. 18" – 24" diameter: 232 psi

3. EXECUTION

3.1 PREPARATION

- A. Thoroughly clean outside of pipes to be connected and inside of coupling to be installed.
- B. Lubricate outside of pipes to be connected and gaskets of couplings to be installed per manufacturer's recommendations or with a soap and water solution.

3.2 INSTALLATION

- A. Install all couplings per manufacturer's recommendations.

END OF SECTION

SECTION 02930

LOAMING AND SEEDING

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals required to accomplish the loaming and seeding as specified herein and as shown on the Contract Drawings. The work shall include, but not be limited to, loaming, fertilizing, seeding and mulching.

1.2 SUBMITTALS

A. Shop Drawings

1. Submit certification that the seeding, fertilization, and liming products supplied meet or exceed the Specification requirements.
2. Submit actual Specifications of seed, lime, and fertilizer.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver all seed, lime, and fertilizer in original, unopened containers with identifying labels intact and legible. Store and handle materials in a manner to prevent adulteration and moisture damage.

1.4 JOB CONDITIONS

- A. As shown on Contract Drawings.

2. PRODUCTS

2.1 MATERIALS

A. Loam

1. Loam (topsoil) shall consist of fertile, friable soil free from subsoil, gravel, roots, weeds, sod, and stones, and containing at least 3% organic matter by weight. Loam may be stripped topsoil, provided it is properly screened to remove deleterious material and is not excessively acid or alkaline nor contains toxic material harmful to plant life.

B. Fertilizer

1. Fertilizer shall be complete commercial fertilizer that is dry and free flowing and uniform in composition and have low or no phosphorus as shown by soil analysis.

C. Lime

1. Lime shall be ground limestone containing not less than 95% of total carbonates and shall be ground to a fineness such that at least 90% will pass through a 100 mesh sieve.

D. Grass Seed

1. Site areas (for facilities, pump stations, plants, etc.) Seed mix shall be clean material guaranteed to be 95% free of seeds other than those listed.

<u>Grass</u>	<u>Percentage by Weight</u>
Red Creeping Fescue	35%
Per Ryegrass	25%
Chewing Fescue	20%
KY Bluegrass	10%
Annual Ryegrass	10%

2. Ditches, steep areas, cross country and as called for on the Contract Drawings
 - a. Seed mix shall be VT AOT rural conservation mix and be clean material guaranteed to be 95% free of seeds other than those listed.

<u>Grass</u>	<u>Percentage by Weight</u>
Creeping Red Fescue	37.5%
Turf Type Tall Fescue	37.5%
Birdsfoot Trefoil	15%
Red Top	5%
Annual	5%

3. Typical roadside and trench areas and as called for on the Contract Drawings.
 - a. Seed shall be VT AOT urban conservation mix and be clean material guaranteed to be 95% free of seeds other than those listed.

<u>Grass</u>	<u>Percentage by Weight</u>
Creeping Red Fescue	42.5%
KY Bluegrass	42.5%
Per Ryegrass	10.0 %
Annual Ryegrass	5.0%

4. Conservation Mix (where shown on Contract Drawings)
 - a. Seed mix shall be clean material guaranteed to be 95% free from seeds other than those listed in D.2 above.
5. Lawn Areas (trenches)
 - a. Lawn seed mix shall be the same as the existing grass areas being seeded, or as approved by the Owner.

E. Mulch

1. Mulch shall be unspoiled hay or legume mowings, reasonably free from swamp grass, weeds, twigs, debris, or other deleterious materials. It shall be free of rot or mold.

F. Erosion Matting

1. Single Net Straw Blanket, Type A

- a. Single net straw blanket shall be S75 as manufactured by North American Green, or approved equal.
- b. The erosion control blanket shall be a machine-produced mat of 100% agricultural straw with a functional longevity of approximately 12 months.
- c. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the mat. The blanket shall be covered on the top side with a lightweight photodegradable polypropylene netting having an approximate 0.50" x 0.50" mesh and be sewn together on 1.50" centers (50 stitches per roll width) with degradable thread.
- d. The blanket shall be manufactured with a colored line or thread stitched along both outer edges (approximately 2-5" from the edge) to ensure proper material overlapping.
- e. The erosion control blanket shall have the following properties:
 - 1) Matrix
 - a) 100% Straw Fiber (0.50 lbs/yd²).
 - 2) Netting
 - a) One side only, lightweight photodegradable (2.10 lbs/1,000 ft² approximate weight).
 - 3) Thread
 - a) Degradable

2. Double Net Straw Blanket, Type B

- a. Double net straw blanket shall be S150 as manufactured by North American Green, or approved equal.
- b. The erosion control blanket shall be a machine-produced mat of 100% agricultural straw matrix with a functional longevity of approximately 12 months.
- c. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with lightweight photodegradable polypropylene netting having an approximate 0.50" x 0.50" mesh. The blanket shall be sewn together on 1.50" centers (50 stitches per roll width) with degradable thread.
- d. Installation staple patterns shall be clearly marked on the erosion control blanket with environmentally safe paint. The blanket shall be manufactured with a colored line or thread stitched along both outer edges (approximately 2"-5" from the edge) to ensure proper material overlapping.
- e. The erosion control blanket shall have the following properties:
 - 1) Matrix
 - a) 100% Straw Fiber (0.50 lb/yd²).
 - 2) Netting
 - a) Both sides lightweight photodegradable (1.64 lbs/1,000 ft² approximate weight).
 - 3) Thread
 - a) Degradable

3. Biodegradable Stake

- a. The biodegradable stake shall be the North American Green Bio-Stake, or

approved equal.

- b. The stake shall be a 100% biodegradable "T"-shaped pin designed to safely and effectively secure erosion control blankets. The biodegradable stake shall be fully degradable by biological activity within a reasonable time frame.
- c. The bio-plastic resin used in production of the biodegradable stake shall consist of polylactide, a natural, completely biodegradable substance derived from renewable agricultural resources.
- d. The biodegradable stake must exhibit ample rigidity to enable being driven into hard ground, with sufficient flexibility to resist shattering.
- e. The biodegradable stake shall have serrations on the leg to increase resistance to pull-out from the soil.

3. EXECUTION

3.1 GENERAL

- A. The Contractor shall loam and seed all areas shown on the Contract Drawings as being within the limits of work of these Specifications. This shall include areas of new construction, except the actual area occupied by structures, roads, parking areas, and walks, and shall include areas of established landscape and flora through which the work may pass where grassed areas are affected.
- B. Areas to be seeded may have subgrade placed at any time of the year. However, placement and preparation of loam (topsoil) and seeding shall be performed only between the dates of April 20 to June 10 and August 15 to September 15, or as approved by the Engineer.
- C. Whenever the subgrade material is sand, gravel, or other pervious material, and elsewhere as required by the Engineer, the Contractor shall place a 4" minimum layer of clay or other impervious material on the subgrade material before placing the loam. All areas to be finished with loam shall be cleaned of all stones, foreign matter and other kinds of rubbish.
- D. Do not begin loaming or seeding until any eroded portions have been rough graded to the specified contours.

3.2 APPLICATION

- A. Loam shall be placed and graded to the finished grades shown on the Contract Drawings, with allowance being made for settlement. The minimum thickness of the finished loam shall be 4". The loam shall not be hauled over, tramped over, or packed in any way.
 - 1. Prior to seeding, the loam shall be prepared to a minimum depth of 3" with lime and fertilizer. Lime may be added simultaneously with the fertilizer. Fertilizer and lime shall be tilled to a depth of 3" by disking, harrowing, raking, or other approved method.
- B. Fertilizer shall be applied at the rate of 200 lbs. per acre, unless otherwise shown.

- C. Lime shall be applied at a rate of 2,000 lbs. per acre, unless otherwise shown.
- D. After application of fertilizer and lime, the loam shall be hand raked smooth. Grass seed shall be uniformly applied to the entire area to be seeded at a rate of at least 40 lbs. per acre. Seeding shall not be performed during unfavorable conditions, such as drought, high winds, excessive moisture, or other factors which will cause unsatisfactory seeding results.
- E. Immediately after seeding, the entire seeded area shall be compacted and rolled to remove irregularities in the surface and reduce air pockets to a minimum. Roller shall weigh 60 to 90 lbs. per linear foot.
- F. Within 24 hours after seeding and rolling, the area shall be mulched at the rate of 2 tons of mulch per acre. Mulch material shall be acceptable to the Engineer, prior to application. Mulch shall be secured in place if necessary, by such means as a shallow covering of loam or a stapled erosion matting. Seeded and mulched areas shall be watered at a rate and frequency as necessary until the grass has sufficient growth to survive from natural moisture. Mulch shall be chopped and machine applied.
- G. Where shown on the Contract Drawings and within 24 hours after the soil has been properly shaped, fertilized and seeded, the matting shall be laid out parallel to the flow of water or vertically on slopes. Erosion matting shall be spread over the hay mulch so that there is space for a workman to walk between adjacent widths of the net. The edges of adjacent widths of the net shall be pulled together and held in place with biodegradable staples spaced not more than 3' apart along the edge of the net. Mulch should be under the complete coverage of the net so that the net is not in direct contact with the ground. The biodegradable staples shall be pushed into the ground so that the top of the staple is about 1/2" above the ground. The ends of each width of net shall be held in place by staples at each selvage edge and at the center of the net. The matting shall be spread evenly and smoothly and in contact with the seeded areas at all points and shall not be stretched. Any seeded areas disturbed by the matting placement shall be uniformly reshaped, reseeded, re-fertilized, and mulched.

3.3 ADJUSTMENTS

- A. Within two (2) weeks after the grass has shown exposed growth, any areas where the grass seed has not germinated properly or where the surface has been washed or damaged shall be reseeded in the same manner as described above.
- B. Repair all damage resulting from erosion, gulleys, washouts, or other causes by filling with topsoil, tamping, fertilizing, and seeding without additional cost to the Owner until the time of Final Acceptance and within the guarantee.
 - 1. The Contractor shall provide signs and barricades as necessary to protect seeded areas from traffic.
- C. After the first cutting of any new grass, the Contractor shall re-seed and re-fertilize any areas where growth is inadequate as directed by the Engineer.

A + E PROJECT 22022

CITY OF NEWPORT, VERMONT
BLUFF ROAD PUMP STATION STORAGE TANK
CONTRACT NO. 1

END OF SECTION

SECTION 03305

CONCRETE
(CLASS B)

1. GENERAL

1.1 SCOPE

- A. The work of this section consists of furnishing in place all new concrete for concrete supports, anchors, and thrust restraints as shown on Contract Drawings and as directed by the Engineer. This Specification does not apply to cast-in-place structure concrete for tanks and structures unless otherwise directed by the Engineer.

1.2 REFERENCE STANDARDS

- A. Perform the work of this section in accordance with all applicable provisions of the following standards:
 - 1. ACI 306 (latest revision) Recommended Practice for Cold Weather Concreting.
 - 2. ACE 304 (latest revision) Recommended Practice for Measuring, Mixing, and Placing Concrete.
 - 3. ACI 305 (latest revision) Recommended Practice for Hot Weather Concreting.
 - 4. ACI 308 (latest revision) Recommended Practice for Curing Concrete.

1.3 SUBMITTALS

- A. Submit to the Engineer all required data as follows:
 - 1. Design mix results or certificates.
 - 2. Manufacturer's information and engineering data on all admixtures proposed for use.

2. PRODUCTS

2.1 MATERIAL

- A. Concrete
 - 1. Transit mixed conforming to all requirements of ASTM Specification C94.
- B. Portland Cement
 - 1. ASTM Specification C150 Type II, Gray. Do not change sources or manufacturers.
- C. Sand
 - 1. Conforming to ASTM Spec C33. No change in source during construction operations.
- D. Coarse aggregate
 - 1. Conforming to ASTM Spec C33, 3/4" to No. 4 sieve. 50% of the stone to have at least one fractured face.

E. Water

1. Clean, clear, and suitable for drinking.

F. Admixtures

1. An air entraining admixture selected by the Engineer may be required in concrete. Other admixtures, such as water reducing agents, super plasticizers, and set retarders may be used upon approval by the Engineer. These admixtures must meet all the requirements of ASTM C494, type as appropriate for admixture being used. Accelerators and admixtures containing chloride will not be allowed. Admixtures which the Contractor wishes to use must be added proportionally to the trial mixes described herein, and manufacturer's information must be submitted to secure approval for use.

2.2 DESIGN OF MIXTURES

- A. The Contractor shall have trial batches of the concrete made and tested by a laboratory approved by the Owner. The mix shall be made in accordance with ACI 318 (latest revision), Chapter 4, except as noted below. The mixture proportions to be used shall be based on job curves which show the relationship between 7 and 28 day compressive strength of concrete and the water-cement ratio. At least 3 points shall be established on the job curve by 3 different trial batches. No concrete shall be placed until the job curve and proposed mixtures are approved by the Owner. The cement factor of the concrete to be used shall correspond to a strength of at least 20% greater than the strength specified on this Contract. The factor of 20% is an attempt to compensate for variations in the field. The cost of the concrete mix design shall be paid for by the Contractor. Substitutions of material shall not be allowed on the project.
- B. A certificate from the supplier that a proposed mix will meet all job requirements will be considered in lieu of trial batches. Test data supporting the strength capacity of a proposed mix will be required.

2.3 QUALITY OF CONCRETE (CLASS B)

- A. Minimum Compressive Strength
 1. Not less than 3,500 psi at 28 days.
- B. Water-Cement Ratio
 1. Maximum 5 1/2 gallons of water, including free surface moisture on aggregates, per 94 pound sack of cement (.49 lbs. water/lb. cement).
- C. Air Entrainment
 1. 4 - 6% by volume.
- D. Proportions
 1. In accordance with ACI 318 requirements.
- E. Slump
 1. 2" to 4" measured in accordance with ASTM C143.

3. EXECUTION

3.1 DELIVERY AND STORAGE

- A. Deliver cement in manufacturer's original moisture proof container with labels intact and legible.
- B. Store cement in dry, weathertight, properly ventilated space with adequate provision to prevent moisture absorption.
- C. Store sand in well drained location, take necessary steps to prevent inclusion of foreign matter.

3.2 PLACING OF CONCRETE

- A. Place concrete only when all forms or other items have been completely installed, inspected, tested (if necessary), and approved by the Owner's Representative. Forms shall be clean and wetted, steel shall be clean and free of any coating.
- B. Place no concrete in standing water.
- C. Place no concrete when ambient temperature is less than 40°F or more than 90°F without specific approval of Owner's Representative; follow procedure outlined in referenced standards ACI 306 or ACI 305.
- D. Convey concrete from mixer to place of final deposit as rapidly and continuously as practical until pouring is completed; avoid segregation and loss of ingredients. Deposit concrete in forms as nearly as possible in final position for minimum rehandling.
- E. Immediately following deposit of concrete, consolidate by vibrating with mechanical vibrator or other means approved by Owner. Do not vibrate or disturb concrete after initial set.
- F. No concrete shall be dropped more than five feet inside a form unless through a concrete pump hose or tremie hopper and elephant trunk. If either of these methods is used, provide temporary form opening through which concrete can be placed at intermediate height.

3.3 PROTECTION AND CURING

- A. Maintain temperature of concrete surface at minimum 50°F for 72 hours after placing concrete. Preheat all enclosures and maintain for at least 2 hours, a minimum surface temperature of 45°F on all form surfaces to come in contact with the fresh concrete.
- B. Except as specifically outlined above, adhere to all applicable recommended practices of ACI 306, 305, and 308 included in the Reference Standards herein.

3.4 ACCEPTANCE OF WORK

- A. The Owner's representative will verify the acceptability of the concrete, its finish and its curing and compliance with the requirements of the Specification. Concrete that does not meet the Specification shall be replaced at no expense to the Owner.
- B. Patch, or remove, as directed by the Owner's representative, all new concrete having honeycombed surfaces.

3.5 DEFICIENCIES

- A. Remove and replace all new concrete found to be below required strength at no expense to the Owner.

END OF SECTION

SECTION 03482

PRECAST CONCRETE STRUCTURES

1. GENERAL

1.1 WORK INCLUDED

- A. Furnishing precast concrete structures, each with access door and appurtenant materials.
- B. Installation.
- C. Leakage testing.

1.2 REFERENCE STANDARDS

- A. AASHTO - Standard Specifications for Highway Bridges.
- B. ACI 318 - Building Code Requirement for Reinforced Concrete.
- C. ACI 350R - Concrete Sanitary Engineering Structures.
- D. ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- E. ASTM A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- F. ASTM C109 - Compressive Strength of Hydraulic Cement Mortars (using 2" or 50 mm Cube Specimens).
- G. ASTM C827 - Early Volume Change of Cementitious Mixtures.
- H. ASTM C890 - Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.
- I. ASTM C913 - Precast Concrete Water and Wastewater Structures.
- J. ASTM C1227 - Standard Specification for Precast Concrete Septic Tanks.

1.3 SUBMITTALS

- A. Shop Drawings
 - 1. Shop drawings shall include details of construction, reinforcing, lifting devices, joint details, access openings and doors, pipe penetrations and process equipment; design calculations; and lifting and buoyancy analyses.
 - 2. Shop drawings and design calculations shall be stamped by a professional Structural Engineer registered in the State of Vermont.

- B. Submit manufacturer's product data for all components.

1.4 QUALITY ASSURANCE

- A. Design Criteria
 - 1. Design of precast concrete structure and components shall conform to ACI 350R and ASTM C890.
 - 2. Structure and components shall be capable of withstanding AASHTO H-20 loading with 30% impact factor, soil loading at 130 lb/ft³, and surcharge and groundwater elevations as shown on the Contract Drawings, without failure or leakage.
 - 3. Concrete
 - a. Minimum compressive strength of 5,000 psi at 28 days.
- B. The structures shall be made by a manufacturer of precast concrete units regularly producing units of similar type and size.
- C. The quality of all materials, the process of manufacture and the finished sections shall be subject to inspection by the Engineer. Such inspection may be made at the place of manufacture, and/or on the work site after delivery. Sections shall be subject to rejection due to failure to meet any of the Specification requirements, even though sample sections may have been accepted as satisfactory at the place of manufacture. Sections rejected after delivery to the site shall be marked for identification and shall be removed from the site at once. All sections which have been damaged after delivery will be rejected, or if already installed, shall be repaired or removed and replaced entirely at the Contractor's expense as directed by the Engineer.
- D. All sections shall be inspected for general appearance, dimensions, soundness, etc. The surface shall be dense, close-textured and free of blisters, cracks, roughness and exposed reinforcements.
- E. Imperfections may be repaired, subject to acceptance by the Engineer, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final acceptance. Concrete grout shall be used for repairs. Epoxy grout may be used for repairs, subject to acceptance by the Engineer.

1.5 SOURCE QUALITY CONTROL

- A. Test concrete in accordance with ACI 318.
- B. Retain plant records and quality control program used during production of precast structure and make such records and test results available to Engineer, if requested.
- C. All precast concrete sections shall have the date of manufacture indelibly marked on the inside of the wall.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Precast structure sections shall not be shipped until the concrete has attained a compressive strength of 3,000 psi or until five (5) days after fabrication, whichever time is

longer.

- B. Conform to manufacturer's instructions for delivery and handling.
- C. Protect edges of structure to prevent chipping or spalling.
- D. Lift and support structure from lifting points using lifting or handling devices.

2. PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Specification includes references to designated manufacturers to illustrate minimum acceptable requirements for products.
- B. Substitutions
 - 1. Products of equal or better quality, detail, function and performance may be proposed (excluding access door and safety post).

2.2 MATERIALS

- A. Concrete: ACI 318, Portland Cement Type II.
- B. Reinforcing steel: ASTM A615, Grade 60.
- C. Welded wire fabric: ASTM A185.

2.3 PRECAST STRUCTURE SECTIONS

- A. All units shall have a monolithic floor and base wall section.
- B. Cast in all required items such as sleeves, floor doors, etc. Provide penetrations for process equipment.
- C. Fabrication shall be in compliance with ASTM C890 and ASTM C913.

2.4 CONCRETE GROUT

- A. Concrete grout shall be premixed, prepackaged nonshrink cement based grout such as Five Star Grout manufactured by U.S. Grout Corporation.
- B. Nonshrink when tested in accordance with ASTM C827.
- C. Minimum compressive strength of 5,000 psi at 28 days when tested in accordance with ASTM C109.

2.5 WATERPROOFING

- A. All precast concrete structures shall be waterproofed with two (2) seal coats applied to the exterior face of the walls in accordance with the seal coating manufacturer's recommendations. Waterproofing shall be masonry seal MSP-1 waterproofing material as made by the Masonry Seal Corporation, 7500 West Ridge Road, Elyria, Ohio, or Foundation Coating 47-461 as made by TNEMEC.
- B. Exterior of all joints shall be coated with waterproofing after setting.

2.6 ACCESS DOOR

- A. Access door shall be Type J-AL as manufactured by the Bilco Company, New Haven, Connecticut. Double door leaf shall be aluminum diamond pattern plate. Channel frame shall be aluminum with an anchor flange around the perimeter. Door shall be equipped with heavy stainless steel hinges, stainless steel pins, compression spring operators for easy operation, and an automatic hold-open arm with release handle. A snap lock with removable handle shall be provided. A 1 1/2" drainage coupling shall be located in the front right corner of the channel frame. All hardware shall be stainless steel. Factory finish shall be mill finish with bituminous coating applied to exterior of the frame. Access door shall be provided with a recessed hasp covered by a hinged lid flush with surface. Installation shall be in accordance with manufacturer's instructions. Manufacturer shall guarantee against defects in material or workmanship for a period of five (5) years. No substitutions will be allowed.

3. EXECUTION

3.1 INSTALLATION OF PRECAST CONCRETE STRUCTURES

- A. Precast bases shall be placed on a layer of compacted bedding material. The excavation shall be properly dewatered to allow placing of bedding materials and setting the precast structure on completely drained subgrade. Structure sections shall be placed using manufacturer's recommended procedure for sealing the horizontal joints.
- B. Inlet and outlet pipes shall be connected and sealed in accordance with the manufacturer's recommended procedure and as shown on the Contract Drawings.
- C. A leakage test shall be made as described below in this section.
- D. Upon successful completion of the leakage test all joints shall be pointed.
- E. The exterior waterproofing coat shall be touched up after installation and shall be applied to the exterior of all joints in accordance with manufacturer's recommendations.
- F. Interior concrete fill shall be placed on clean base slab and against clean walls after leakage test has been performed and accepted and water used for testing has been completely removed.

- G. The access door and frame shall be placed on the top of the structure/access structure or some other means shall be provided to prevent accidental/unauthorized entry until the Contractor is ready to make final adjustment to grade.

3.2 LEAKAGE TESTS FOR CONCRETE STRUCTURES - EXCLUDING MANHOLES

- A. Leakage tests shall be made by the Contractor and observed by the Engineer on each structure. The test shall be either an exfiltration test or vacuum test made as described below.
- B. Exfiltration Test
1. After the structure and access structures have been assembled in place, all lifting holes shall be filled with an approved nonshrink concrete grout. The test shall be made before backfilling and before filling and pointing the horizontal joints. If the groundwater table has been allowed to rise above the bottom of the structure, it shall be lowered for the duration of the test. All pipes and other openings into the structure and access structures shall be suitably plugged and the plugs braced to prevent blowout.
 2. The structure shall then be filled with potable water to the underside of top slab. If observation indicates no visible leakage, that is, no water observed moving down the surface of the structure after 24 hours, the structure may be considered to be satisfactorily watertight. If the test, as described above is unsatisfactory as determined by the Engineer, it shall be the Contractor's responsibility to disassemble, reconstruct, repair or replace the structure as required to construct a watertight structure. The structure shall then be retested and, if satisfactory, interior joints shall be filled and pointed.
 3. When groundwater is allowed to return to natural level outside the structure, there shall be no leakage into the structure or access structure. If leakage occurs, the Contractor shall repair, reconstruct or replace the structure or access structure, including retesting, at no additional cost to the Owner.
- C. Vacuum Test
1. After each structure has been set in place (but before backfilling), all inlets and outlets, joints and openings are sealed and otherwise ready for backfill, the contractor shall perform a vacuum test for each structure in the presence of the Engineer.
 2. Set the test equipment on the top section of the structure and inflate the compression band to effect a complete seal between the structure and vacuum base. The test shall be performed by trained personnel familiar with the equipment and the test.
 3. Connect the vacuum pump to the outlet port, open the valve and draw a vacuum as follows:
 - a. Pull 4" of mercury
 - b. Wait a few minutes for the vacuum to stabilize
 - c. Reset to 4" of mercury
 - d. Hold for 4 minutes
 - e. Structures:

1500 STEP Tank
2000 STEP Tank
Brooks Field:
 Pump Station No. 2 structure
 Valve Vault
Flat Iron Rd. Pump Station:
 Storage Tank

4. If the vacuum of 4" of mercury is not held, the structure shall be resealed and the test repeated.
 5. After the vacuum test passes, the structure shall be carefully backfilled in the presence of the Engineer. If the structure is disturbed during backfilling, it shall again be vacuum tested. A failed test again will require the structure to again be resealed and retested.
- D. If, for whatever reason, the structure is disturbed during the construction activities, the structure shall be retested by the above methods, at no additional cost to the Owner.

END OF SECTION

SECTION 03600

NONSHRINK GROUT

1. GENERAL

1.1 DESCRIPTION

A. Work Included

1. Furnish all labor, materials, equipment, and incidentals and place all grout as specified herein and as shown on the Contract Drawings.

1.2 SUBMITTALS

- A. Submit shop drawings of products to be used.

2. PRODUCTS

2.1 NONSHRINK GROUT

- A. The grout shall be Halco Trademark nonshrink grout, as manufactured by Lehn & Fink Industrial Products, or approved equal.

3. EXECUTION

3.1 MIXING

- A. Mix only amounts required for each application using approved means.
- B. Mix completely to a uniform consistency.
- C. Mix with proportions of ingredients specified.
- D. Mix nonshrink grout in accordance with manufacturer's instructions.

3.2 PLACING

- A. Place as shown on the Contract Drawings.
- B. Ensure no voids.
- C. Trowel and smooth all surfaces.
- D. Do not place any mortar or grout when outside temperatures are below 40°F, without prior approval by the Engineer.

END OF SECTION

NONSHRINK GROUT

03600 - 1

APPENDIX A

SUBSURFACE INFORMATON

PROJECT NAME:	CSO Abatement – Bluff Road Pump Station	SHEET:	1
LOCATION:	Bluff Road PS	DATE:	12-28-22
AE JOB #:	22022	HOLE#:	1

Time: Started boring at 9:30 Finished at 12:00 Specific Location: Bluff Rd PS	Split Spoon: Hammer Wt.: Hammer Fall: NX Core:	Surface Elevation Date Started: 12-28-22 Date Completed: 12-28-22 Boring Foreman: Michael Jordan Inspector: Merrick Gillies
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Sample Depths From/To (Feet)	Type of Sample	Blows per 6" on Samples	Moisture Density or Consist.	Soil Identification
0-2'	Dry	1 1 2 3	Damp	Top Soil transitioning to dark brown sand (damp)
4-6'	Dry	1 5 3 4	Wet	Saturated dark brown sand, little to no fines.
9-11'	Dry	2 3 5 4	Wet	Dark brown/olive sand, saturated.
13.5-15.5'	Dry	WOH 8 7 11	Wet	Dark brown sand transitioning to grey fine sand, some fines.
15.5-17.5'	Dry	10 11 15 14	Wet	Dark grey sand, some fines.
17.5-19.5'	Dry	--	Wet	Dark brown sand, saturated.

1. WOH = Weight of hammer

Other Notes:

At 12.5' auger speeds indicated a soft layer. Upon removal of augers at the conclusion of SS sampling, tailing indicated a ~12" layer of soft grey clay within the soil profile.

A sample was taken from 17.5-19.5', due to issues with the augers no SS numbers were recorded.

APPENDIX B

FEDERAL WAGE RATE REQUIREMENTS

FEDERAL WAGE RATE REQUIREMENTS

Contract and Subcontract Provisions

(a) The CONTRACTOR shall insure that they and their SUBCONTRACTORS insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2010 appropriation, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section), the EEO and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its SUBCONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The OWNER, on behalf of EPA, requires that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR or SUBCONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the OWNER agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the OWNER to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, SUBCONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the OWNER does not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR or SUBCONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR or SUBCONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the CONTRACTOR or SUBCONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The OWNER, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any SUBCONTRACTOR the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the CONTRACTOR, sponsor, applicant, or OWNER, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the OWNER, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the OWNER shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at:

<http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all SUBCONTRACTORS. CONTRACTORS and SUBCONTRACTORS shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the OWNER for transmission to the State or EPA if requested by EPA, the State, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a SUBCONTRACTOR to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the OWNER.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or SUBCONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or SUBCONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or SUBCONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or SUBCONTRACTOR fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the CONTRACTOR, sponsor, applicant, or OWNER, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of

Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or SUBCONTRACTOR's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the SUBCONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a SUBCONTRACTOR as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its SUBCONTRACTORS) and OWNER, State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full apply for in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No CONTRACTOR or SUBCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) (1) of this section the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The OWNER, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the SUBCONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in paragraphs (a) (1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the OWNER shall require insert a clause requiring that the CONTRACTOR or SUBCONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the OWNER requires that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or SUBCONTRACTOR for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the CONTRACTOR or SUBCONTRACTOR will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

a) The OWNER will periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that CONTRACTORS or SUBCONTRACTORS are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The OWNER must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the State or EPA on request, and may be located at: <http://dec.vermont.gov/facilities-engineering/forms>.

(b) The OWNER shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by CONTRACTORS or SUBCONTRACTORS and the duration of the contract or subcontract. At a minimum, the OWNER should conduct interviews with a representative group of covered employees. OWNER must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the CONTRACTOR or SUBCONTRACTOR is not complying with DB. The OWNER will immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews will be conducted in confidence.

(c) The OWNER shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that CONTRACTORS or SUBCONTRACTORS are paying the appropriate wage rates. The OWNER shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by CONTRACTORS or SUBCONTRACTORS and the duration of the contract or subcontract. At a minimum, if practicable, the OWNER may spot check payroll data within two weeks of each CONTRACTOR or SUBCONTRACTOR's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The OWNER will conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the CONTRACTOR or SUBCONTRACTOR is not complying with DB. In addition, during the examinations the OWNER will verify evidence of fringe benefit plans and payments there under by CONTRACTORS and SUBCONTRACTORS who claim credit for fringe benefit contributions.

(d) The OWNER or the OWNER's representative will periodically review CONTRACTORS and SUBCONTRACTORS use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that CONTRACTORS and SUBCONTRACTORS are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews will be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) The OWNER will immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>

The CONTRACTOR must contain a provision requiring that SUBCONTRACTORS follow the wage determination incorporated into the prime contract.

The OWNER will review all subcontracts in excess of \$ 2,000 subject to DB entered into by prime CONTRACTORS to verify that the prime CONTRACTOR has required its SUBCONTRACTORS to include the applicable wage determinations.

As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a OWNER's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the OWNER has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the OWNER shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The OWNER's CONTRACTOR must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

To submit a wage conformance request for missing classifications and minimum wage and fringe rates, use standard form SF-1444, and submit it to the VT Department of Environmental Conservation through the Project ENGINEER.

A copy of the SF-1444 form may be obtained at the following link:

<http://dec.vermont.gov/facilities-engineering/forms>

"General Decision Number: VT20240068 03/01/2024

Superseded General Decision Number: VT20230068

State: Vermont

Construction Type: Heavy

County: Franklin County in Vermont.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/01/2024

* LAB00668-003 12/01/2023

	Rates	Fringes
LABORER (PIPELAYER).....	\$ 25.40	21.43

* SUVT2017-007 08/06/2019		

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 28.82	2.85
LABORER: Common or General.....	\$ 13.69 **	0.16
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 27.45	10.33
OPERATOR: Loader.....	\$ 27.04	19.52
TRAFFIC CONTROL: Flagger.....	\$ 12.60 **	0.14
TRUCK DRIVER: Dump Truck.....	\$ 17.35	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



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[illegible]

DESIGNED MG	PROJECT NO. 22022
DRAWN EDS	DRAWING NO. T
CHECKED WAE	
DATE MAY 2024	

PLAN

EXISTING

PROPERTY LINE	PL	PL
RIGHT-OF-WAY	ROW	ROW
CONTOUR	360	
WATERLINE	W	
TELEPHONE CONDUIT (UNDERGROUND)	UGT	
ELECTRICAL CONDUIT (UNDERGROUND)	UGE	
OVERHEAD POWER	OHP	
SANITARY SEWER	S	
DRAIN	D	
UNDERGROUND GAS	GAS	
CULVERT		
TREE/BRUSH LINE		
GRAVEL ROAD OR DRIVE		
BITUMINOUS PAVEMENT		
SIDEWALK-CONCRETE		
SIDEWALK-BITUMINOUS		
DITCH LINE		
TOP BANK		

TELEPHONE POLE.	}	
POWER POLE.		
COMBINATION POLE.		
GUY WIRE.		←
MANHOLE.		○
CATCH BASIN.		田
HYDRANT.		⦿
CURB STOP.		⊕
VALVE.		✕
SIGN.		—
DECIDUOUS TREE.		🌳
CONIFEROUS TREE.		🌲
STUMP.		●
GAS METER.		Ⓜ
SURVEY POINT SET.		△ STA. 1
SOIL BORING/PROBE.		⚡

PROFILE

GROUND SURFACE — — — — —
UTILITY ()


LEGEND





PROPOSED

PLAN

MANHOLE ●

STUB. —┘

TEST PIT (BY CONTRACTOR) 

SILT FENCE    

GENERAL CONSTRUCTION NOTES

1. SAFETY

- A. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF EMPLOYEES ON THE PROJECT AND SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL SAFETY LAWS AND BUILDING CODES TO PREVENT ACCIDENTS OR INJURY. THE CONTRACTOR SHALL ERECT AND PROPERLY MAINTAIN AT ALL TIMES ALL NECESSARY SAFEGUARDS AND BARRICADES FOR THE PROTECTION OF EMPLOYEES ON THE WORK AND SAFETY OF OTHERS EMPLOYED NEAR THE WORK AND THE PUBLIC. FURTHER, THE CONTRACTOR SHALL POST DANGER SIGNS AND OTHER WARNING DEVICES TO PROTECT INDIVIDUALS FROM BEING INJURED IN THE VICINITY OF THE WORK.
- B. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE V.O.S.H.A. SAFETY REQUIREMENTS. THE CONTRACTOR SHALL INSURE ALL WORK PROCEEDS IN ACCORDANCE WITH V.O.S.H.A. REQUIREMENTS FOR SAFETY TRENCHING, EXCAVATION, AND CONFINED SPACE ENTRY PROCEDURES.
- C. THE CONTRACTOR SHALL PROVIDE ADEQUATE EQUIPMENT AND FACILITIES AS ARE NECESSARY AND REQUIRED TO PROVIDE EMERGENCY FIRST AID TO ANY PERSON WHO MAY BE INJURED IN THE PROSECUTION OF THE WORK UNDER THIS CONTRACT.
- D. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY TRAFFIC CONTROL SIGNS AND DEVICES BEFORE COMMENCING WORK ON THE PROJECT IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

2. EASEMENTS

- A. THE CONTRACTOR SHALL PERFORM ALL WORK WITHIN TEMPORARY CONSTRUCTION EASEMENT LIMITS AND/OR RIGHTS-OF-WAY AS SHOWN ON THE PLANS.
- B. WHERE NO TEMPORARY CONSTRUCTION EASEMENT IS SHOWN ON CONTRACT DRAWINGS, THE CONTRACTOR SHALL STAY WITHIN THE PERMANENT EASEMENT LIMITS, AND/OR RIGHTS-OF-WAY DURING CONSTRUCTION, AS SHOWN ON THE PLANS.

3. PROTECTION OF WORK

- A. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE PROTECTION OF ALL BUILDINGS, STRUCTURES AND UTILITIES (BOTH PUBLIC AND PRIVATE), INCLUDING POWER POLES, SIGNS, UTILITY SERVICES, WATER MAINS, HYDRANTS, SEWERS, FORCE MAINS, STORM DRAINS, BURIED ELECTRICAL OR CONTROL WIRES, GAS LINES, AND TELEPHONE CABLES WHETHER OR NOT THEY ARE SHOWN ON THE CONTRACT DRAWINGS.
- B. THE CONTRACTOR SHALL CAREFULLY SUPPORT AND PROTECT ANY UTILITIES, STRUCTURES, PIPE LINES, AND CONDUITS WHICH MAY BE ENCOUNTERED DURING COMPLETION OF THE WORK. ANY DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY HIM TO THE SATISFACTION OF THE ENGINEER AT CONTRACTOR'S EXPENSE.

4. MAINTENANCE OF FLOWS

- A. THE CONTRACTOR SHALL, AT HIS OWN COST, MAKE PROVISIONS FOR MAINTAINING FLOW THROUGH EXISTING FORCE MAINS, SEWER LINES, WATERLINES, STORM DRAINS, AND WATER COURSES WHICH MUST BE INTERRUPTED DURING THE PROGRESS OF THE WORK. UPON COMPLETION OF THE WORK, ALL TEMPORARY FLOW DIVERSIONS, STRUCTURES, AND PIPING SHALL BE REMOVED FROM THE SITE.
- BURIED UTILITIES**
- A. UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE ONLY. THOSE SHOWN ON THE DRAWINGS ARE BASED ON THE BEST AVAILABLE INFORMATION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MEET WITH THE ENGINEER, OWNER, REPRESENTATIVES OF THE TELEPHONE COMPANY, ELECTRICITY COMPANY, GAS COMPANY, CABLE COMPANY, AND ANY OTHER UTILITY COMPANIES INVOLVED WITH THE CONSTRUCTION OF THIS PROJECT TO COORDINATE THE MARKING, AND TIMING OF DISRUPTIONS OF THE VARIOUS UTILITIES, IF ANY.
- B. THE CONTRACTOR SHALL EXCAVATE TEST PITS AS SHOWN ON THE DRAWINGS OR AS APPROVED BY THE ENGINEER. THESE SHALL BE EXCAVATED TO LOCATE BURIED UTILITIES AND TO DETERMINE SIZE, LOCATIONS AND/OR MATERIALS OF EXISTING UTILITIES. SOME HAND EXCAVATING MAY BE NECESSARY TO PROTECT UTILITIES. TEST PITS SHALL BE EXCAVATED AT LEAST TWO (2) WEEKS PRIOR TO CONSTRUCTION SO THAT DESIGN REVISIONS MAY BE MADE IF REQUIRED. TEST PITS INDICATED ON DRAWINGS OR BY WRITTEN DIRECTION FROM THE ENGINEER WILL BE PAID FOR UNDER BID ITEM FOR MISC., EXTRA, AND BELOW GRADE EXCAVATION.

C. EXISTING UTILITIES SHALL BE PROTECTED OR REMOVAL AND REPLACEMENT SHALL BE COORDINATED WITH THE APPROPRIATE COMPANY. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR REPAIR OF ANY SUCH DAMAGE AS QUICKLY AS POSSIBLE AT HIS OWN EXPENSE. ALL UTILITIES WHICH MAY BE BROKEN OR DAMAGED SHALL BE REPAIRED TO AS GOOD OR BETTER CONDITION AND RECONNECTED FOR SERVICE. SUBMIT ALL REPAIR METHODS TO THE ENGINEER FOR APPROVAL. NO REPAIR SHALL BE BACKFILLED PRIOR TO INSPECTION BY THE ENGINEER IN THE FIELD. THE CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PREVENT ALL DAMAGE TO EXISTING UTILITIES. RECORDS SHALL BE MADE AVAILABLE TO THE ENGINEER AND OWNER UPON REQUEST AND PRIOR TO THE END OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A SUPPLY OF REPAIR MATERIALS AND PIPE ON THE JOB SITE AT ALL TIMES IN ORDER TO MINIMIZE THE INCONVENIENCE CAUSED BY SUCH DAMAGE.

6. CONSTRUCTION

- A. THE CONTRACTOR SHALL USE ONLY DESIGNATED BENCH MARKS FOR REFERENCE ELEVATIONS. THE SILL ELEVATIONS SHOWN ON THESE PLANS ARE FOR DESIGN PURPOSES ONLY.
- B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HOLDING UTILITY POLES AS NECESSARY. THE COST OF UTILITY POLE HOLDING SHALL BE INCIDENTAL TO THE PIPE. ALL WORK SHALL BE IN CONFORMANCE WITH UTILITY COMPANY REQUIREMENTS.
- C. THE CONTRACTOR SHALL INSTALL A MECHANICAL PLUG IN THE END OF ALL PIPE WORK AT THE COMPLETION OF EACH WORK DAY TO SEAL IT FROM WATER AND SOIL.

6. CONSTRUCTION (CONT.)

- D. THE NEW SYSTEM SHALL BE TESTED, INSPECTED, AND APPROVED PRIOR TO TRANSFERRING SERVICE TO THE SYSTEM. NO WASTEWATER SHALL BE ALLOWED IN THE NEW SYSTEM UNTIL APPROVED BY THE OWNER AND ENGINEER.
- E. THE CONTRACTOR SHALL RESTORE DRIVEWAYS, LAWNS, AND SIDEWALKS IMMEDIATELY AFTER WORK IS COMPLETE. PAVED DRIVEWAYS, ROADS, AND SIDEWALKS SHALL BE SHIMMED WITH GRAVEL UNTIL FINAL PAVING.
- F. EROSION CONTROL, AS NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR, IN ACCORDANCE WITH CONTRACT DOCUMENTS. EROSION CONTROLS SHALL BE IN PLACE DOWNSTREAM OF THE AREA OF CONSTRUCTION PRIOR THE START OF ANY EARTH DISTURBANCE. ALL DISTURBED AREAS ARE TO BE IMMEDIATELY STABILIZED.
- G. THE CONTRACTOR SHALL RESTORE ANY DISTURBED AREA WITHIN THREE (3) WORKING DAYS OF INITIAL DISTURBANCE. ALL RESTORATION SHALL BE AS GOOD OR BETTER THAN ORIGINAL CONDITION AND SHALL MEET THE REQUIREMENTS SET FORTH IN THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN BASIS OF DESIGN.

7. SITework

- A. THE CONTRACTOR IS RESPONSIBLE FOR RECORDING PRECONSTRUCTION CONDITIONS BY USE OF PHOTOGRAPHS, VIDEO TAPES, AND OTHER METHODS. EXISTING FENCES, GUARDRAILS, SIGNS, CATCH BASINS, CULVERTS, HEADWALLS, ETC. REMOVED BY THE CONTRACTOR SHALL BE REPLACED TO AT LEAST THEIR ORIGINAL CONDITION. THE COST OF THIS PRECONSTRUCTION DOCUMENTATION AND RECONSTRUCTION SHALL BE PAID FOR UNDER THE UNIT PRICE BID ITEM FOR PIPE WORK.
- B. ALL EXCESS MATERIAL SHALL BE DISPOSED OF OFF-SITE UNLESS OTHERWISE APPROVED BY THE OWNER. A COPY OF A WRITTEN AGREEMENT BETWEEN THE CONTRACTOR AND THE SITE OWNER SHALL BE SUBMITTED TO THE ENGINEER BEFORE ANY MATERIAL IS DEPOSITED ON ANY SITE. DISPOSAL OF EXCESS MATERIAL OFF-SITE SHALL BE PERFORMED IN ACCORDANCE WITH SOLID WASTE MANAGEMENT DIVISION REGULATIONS AND SHALL INCLUDE OBTAINING ANY REQUIRED PERMITS.
- C. CONTRACTOR IS RESPONSIBLE FOR RESTORING GRAVEL SHOULDERS, PAVED SHOULDERS, ROADWAY SURFACES, DRIVEWAYS, AND CULVERTS TO THE SAME OR BETTER CONDITION AT PROJECT COMPLETION. THE COST OF RESTORATION SHALL BE INCLUDED IN THE APPROPRIATE UNIT PRICE BID ITEM.
- D. TREES LOCATED WITHIN THE TEMPORARY CONSTRUCTION EASEMENT LIMITS SHALL NOT BE TRIMMED, DAMAGED, OR DESTROYED WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER ON A LOCATION BY LOCATION BASIS UNLESS OTHERWISE NOTED. DOCUMENTATION MUST BE FURNISHED TO THE ENGINEER PRIOR TO PERFORMING THE WORK.

6. RECORD DOCUMENTS

- A. ALL BURIED UTILITIES ENCOUNTERED SHALL BE DOCUMENTED WITH DEPTH AND THREE (3) TIES AND SHOWN BY THE CONTRACTOR ON RECORD DRAWINGS.

9. DIGSAFE

- A. CONTRACTOR SHALL NOTIFY DIG SAFE TWO (2) WEEKS PRIOR TO ANY ANTICIPATED EXCAVATIONS. CONTRACTOR SHALL NOT EXCAVATE IN ANY AREAS UNTIL DIG SAFE HAS BEEN TO THE SITE AND HAS MARKED UTILITIES. (DIG SAFE: 1-888-344-7233). ADDITIONALLY, CONTRACTOR SHALL NOTIFY PUBLIC WORKS AT (802) 334-2124 TO MARK ALL RELEVANT CITY OWNED UTILITIES. IN THE EVENT OF A SEWER OR WATER EMERGENCY, CONTRACTOR SHALL CONTACT PUBLIC WORKS AT (802) 334-2124 AND (802) 334-8886.

10. SURVEY

- A. TOPOGRAPHIC SURVEY DATUM IS BASED ON THE NATIONAL GEODETIC SURVEY USING NAVD 83 (1996) HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM.
- B. PROPERTY AND RIGHT OF WAY (ROW) LINES SHOWN ON THESE DRAWINGS WERE OBTAINED FROM VERMONT CENTER FOR GEOGRAPHIC INFORMATION (VCGI). THEY SHOW AN APPROXIMATION OF PROPERTY AND ROW LINES AS THEY RELATE TO THE PROJECT DETAILS BASED ON THE SOURCE REFERENCE INFORMATION. A+E DOES NOT WARRANT THE ACCURACY OF THIS INFORMATION. THESE DRAWINGS SHALL NOT BE CONSTRUED AS A PROPERTY PLAT AND DO NOT DEFINE LEGAL RIGHTS OR MEET LEGAL REQUIREMENTS FOR A LAND SURVEY AS DESCRIBED IN 26 V.S.A. 2502(4).

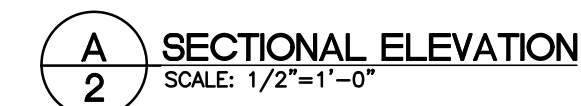
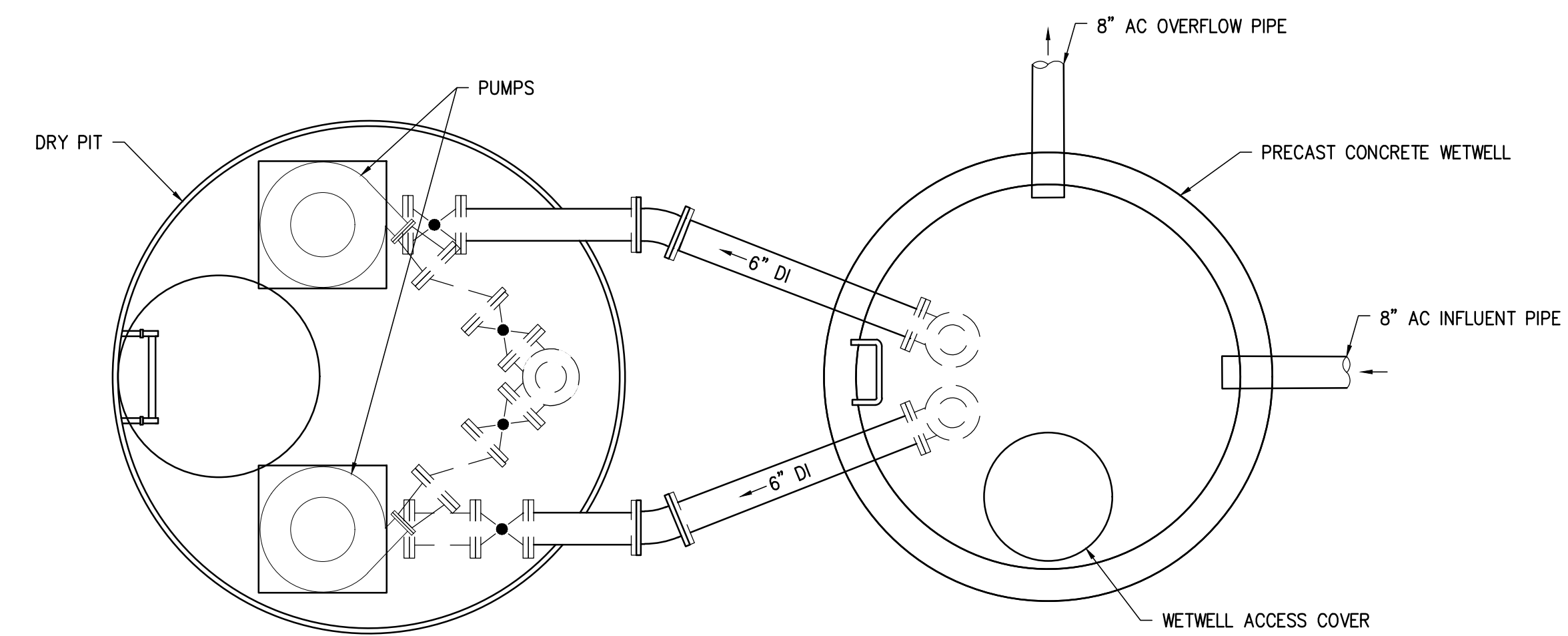
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CITY OF
NEWPORT,
VERMONT

BLUFF ROAD
PUMP STATION
STORAGE TANK
CONTRACT No1

GENERAL NOTES AND LEGEND

DESIGNED MG	PROJECT NO. 22022
DRAWN EDS	DRAWING NO. 1
CHECKED WAE	
DATE MAY 2024	



- AE**
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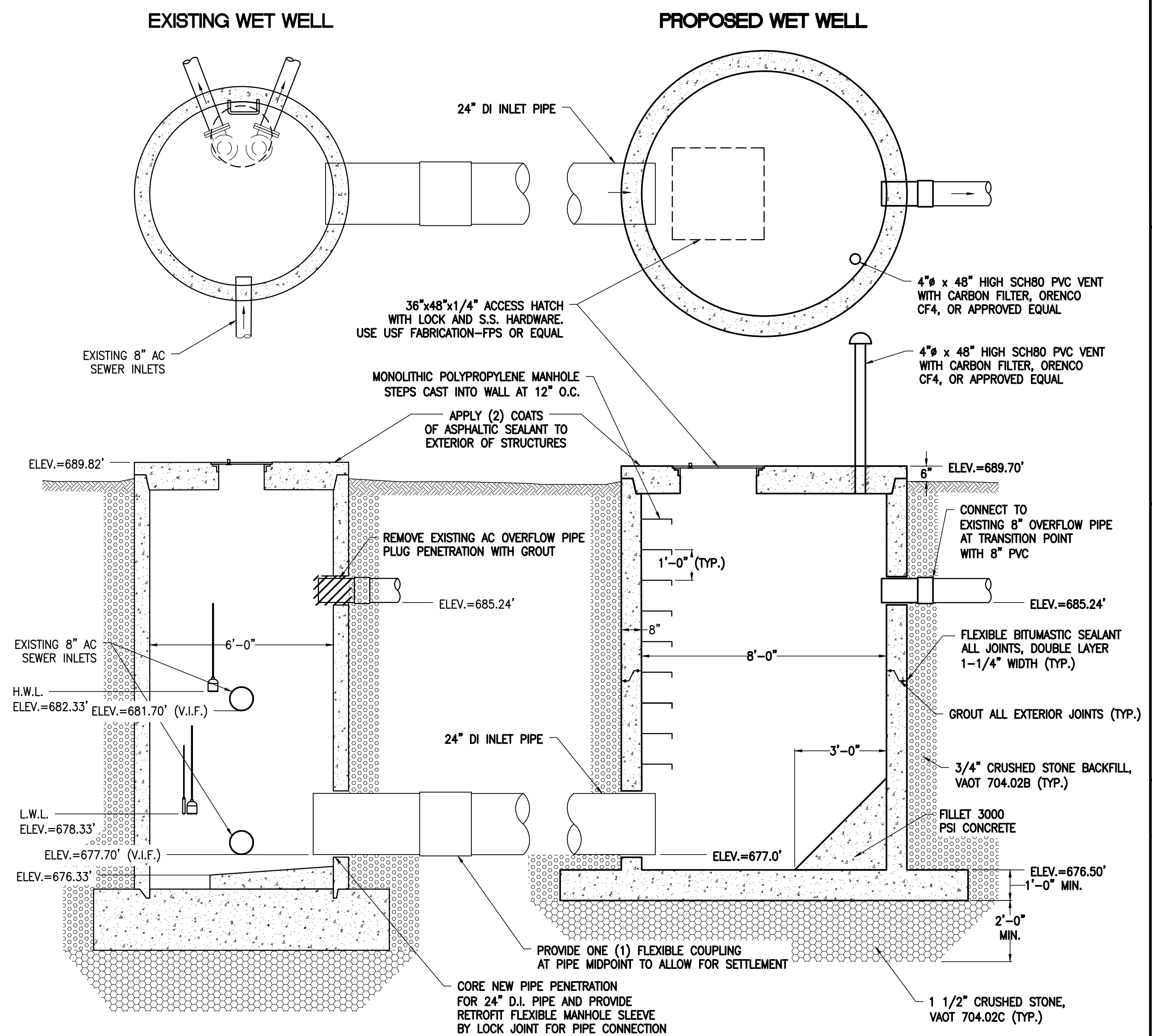
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CITY OF
NEWPORT,
VERMONT

BLUFF ROAD
PUMP STATION
STORAGE TANK
CONTRACT No 1

EXISTING PUMP
STATION PLAN,
SECTION AND
DEMOLITION NOTES

DESIGNED MG	PROJECT NO. 22022
DRAWN EDS	
CHECKED WAE	DRAWING NO. 2
DATE MAY 2024	

[illegible]

CITY OF
NEWPORT,
VERMONT

BLUFF ROAD
PUMP STATION
STORAGE TANK

PROPOSED PUMP STATION PLAN AND SECTIONS

DESIGNED MG	PROJECT NO. 22022
DRAWN EDS	DRAWING NO. 3
CHECKED WAE	
DATE FEB. 2023	



- $$\frac{A}{4}$$

SCALE: NONE

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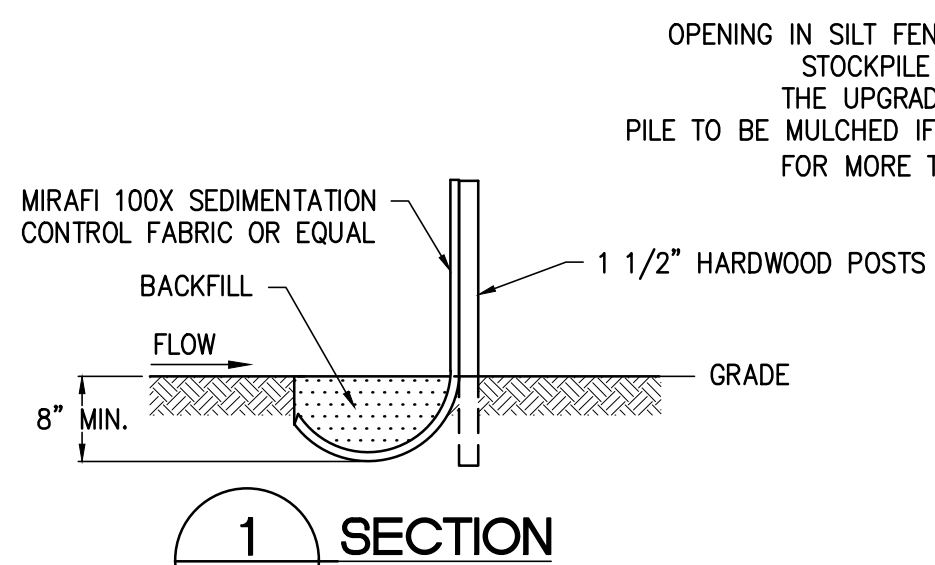
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CITY OF
NEWPORT,
VERMONT

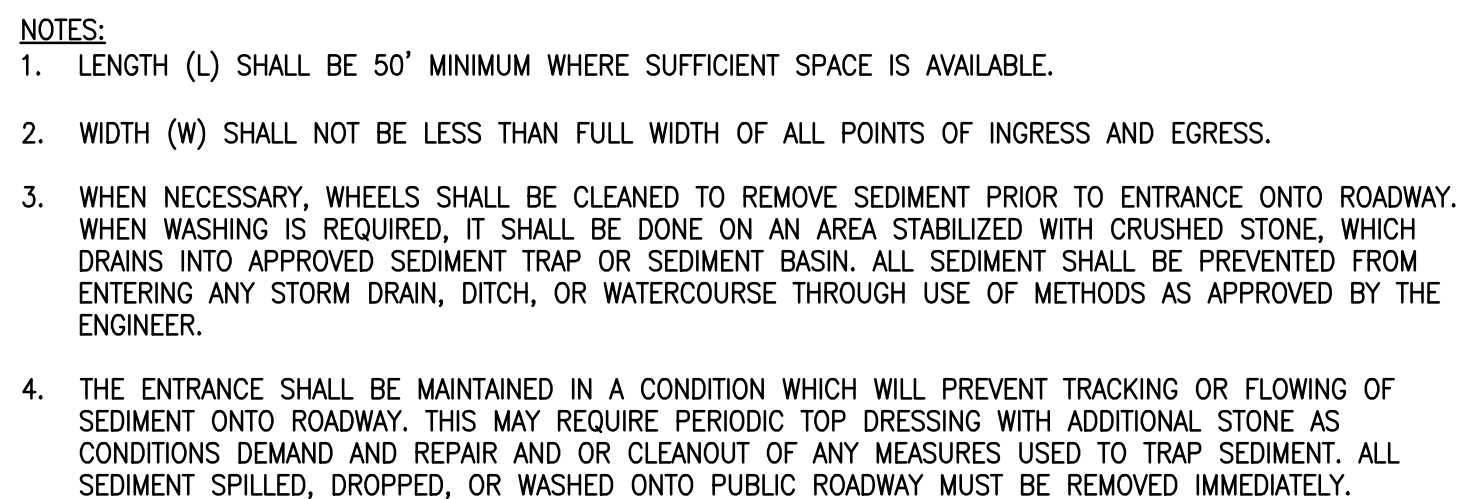
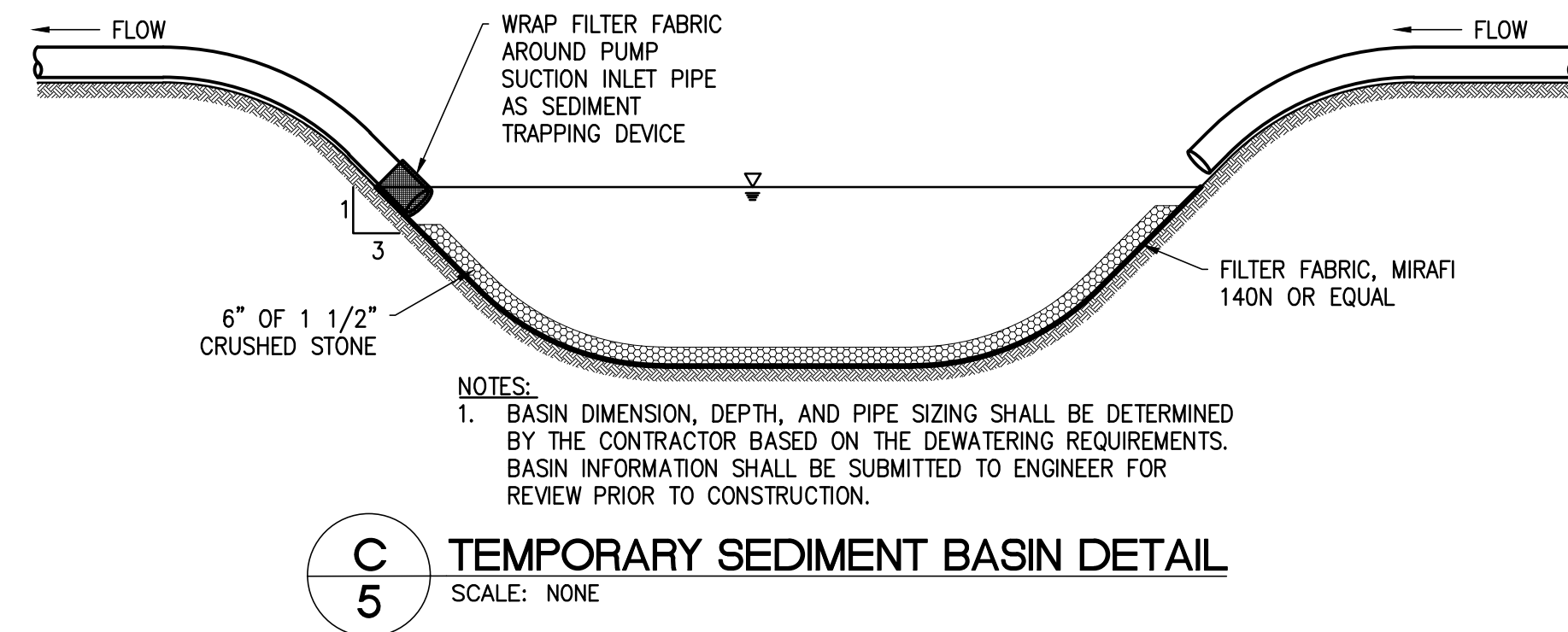
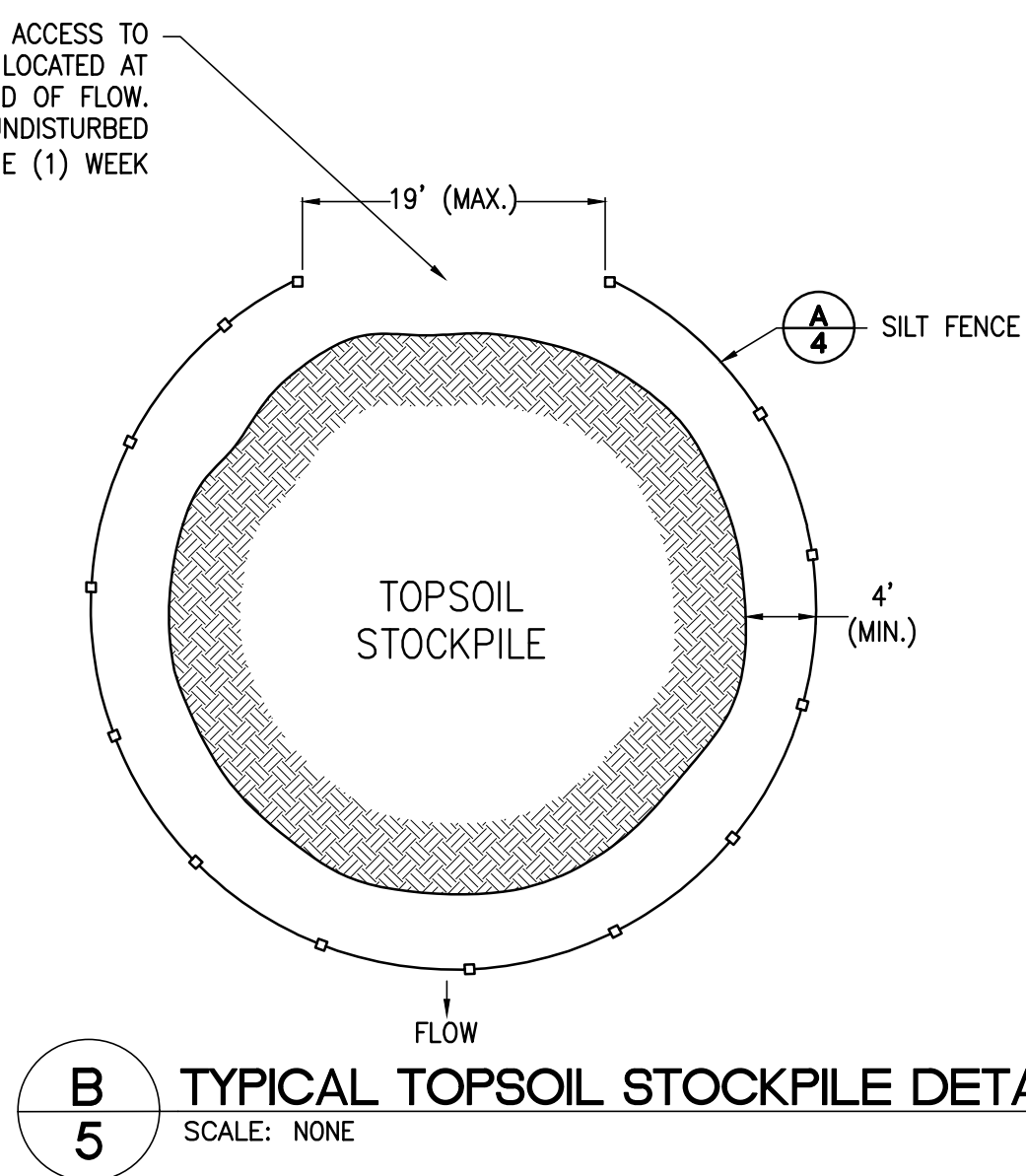
BLUFF ROAD
PUMP STATION
STORAGE TANK

SEWER DETAILS

DESIGNED MG	PROJECT NO. 22022
DRAWN EDS	DRAWING NO. 4
CHECKED WAE	
DATE FEB. 2023	



- A** TYPICAL TEMPORARY SILT FENCE DETAIL
5 SCALE: NONE



- D** TYPICAL STABILIZED CONSTRUCTION ENTRANCE DETAIL
5 SCALE: NONE

1. EROSION CONTROL MEASURES ARE TO BE IMPLEMENTED PRIOR TO PERFORMING ANY EARTHWORK, DOWNSTREAM OF THE DISTURBED AREA AND AS DIRECTED BY THE ENGINEER. THE MEASURES SHALL BE MAINTAINED UNTIL THE UPSTREAM DISTURBED AREA HAS BEEN PERMANENTLY STABILIZED AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL INSTALL ALL TEMPORARY EROSION PREVENTION AND SEDIMENT CONTROL MEASURES AS SHOWN ON THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL MEASURES DETERMINED NECESSARY IN THE FIELD.
2. SILT FENCE SHALL BE INSTALLED, AS SHOWN ON THE CONTRACT DRAWINGS AND PRIOR TO ANY EARTHWORK, DOWNSTREAM OF THE DISTURBED AREA AND AS DIRECTED BY THE ENGINEER. THE SILT FENCE SHALL BE MAINTAINED AND CLEANED UNTIL THE UPSTREAM DISTURBED AREA HAS BEEN PERMANENTLY STABILIZED AND AS DIRECTED BY THE ENGINEER. WHERE POSSIBLE NATURAL DRAINAGE WAYS SHALL BE UTILIZED AND LEFT OPEN TO REMOVE EXCESS SURFACE WATER.
3. STONE CHECK DAMS SHALL BE INSTALLED IN DRAINAGE SWALES, AS SHOWN ON THE CONTRACT DRAWINGS AND AS DIRECTED BY THE ENGINEER. CHECK DAMS SHALL BE INSTALLED IMMEDIATELY FOLLOWING DISTURBANCE OF THE DRAINAGE SWALE AND SHALL BE MAINTAINED UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED AND AS DIRECTED BY THE ENGINEER.
4. DEGRADABLE EROSION CONTROL BLANKETS SHALL BE INSTALLED ON DISTURBED VEGETATED SLOPES THAT HAVE SLOPES GREATER THAN 3:1. THE CONTRACTOR SHALL INSTALL THE DEGRADABLE EROSION CONTROL BLANKETS PER MANUFACTURER'S RECOMMENDATIONS.
5. PROPER EROSION CONTROLS SHALL BE PROVIDED AROUND STOCKPILED EXCAVATED MATERIALS. THESE CONTROLS MAY INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING METHODS OF EROSION PREVENTION AND SEDIMENT CONTROL: PERIMETER SILT FENCE; INTERCEPTOR DRAINAGE DITCHES; VELOCITY REDUCTION DAMS IN DRAINAGE DITCHES; TEMPORARY BANK PROTECTION SUCH AS RIPRAP, MATTING, OR ARTIFICIAL COVERING; STONE CHECK DAM CONTROL SYSTEMS; SPECIAL STOCKPILING METHODS; AND WATER BARS.
6. THE CONTRACTOR SHALL PROVIDE A MECHANICAL SWEEPER AND SHALL SWEEP CLEAN THE ROADS IN THE CONSTRUCTION AREAS AS REQUIRED TO REMOVE ACCUMULATED SEDIMENT AND PREVENT SEDIMENT RUNOFF INTO RECEIVING WATERS AND AS DIRECTED BY THE ENGINEER.
7. TEMPORARY EROSION CONTROL MEASURES SHALL BE UTILIZED BY THE CONTRACTOR AS REQUIRED TO PREVENT ANY SEDIMENT FROM RUNNING INTO RECEIVING WATERS. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO MINIMIZE ANY IMPACT OF THE ON-SITE SURFACE RUNOFF ON THE QUALITY OF THE RECEIVING WATERS.
8. THE SMALLEST PRACTICAL AREA OF LAND SHALL BE DISTURBED AT ANY ONE TIME DURING CONSTRUCTION. WHEN LAND IS DISTURBED DURING CONSTRUCTION, THE DISTURBANCE SHALL BE KEPT TO THE SHORTEST PRACTICAL DURATION AS APPROVED BY THE ENGINEER. LAND SHALL NOT BE LEFT DISTURBED DURING THE WINTER MONTHS AND OVERWINTER STABILIZATION MEASURES SHALL BE INSTALLED PRIOR TO OCTOBER 15TH.
9. ALL DISTURBED AREAS AND SLOPE SLOPES WHICH ARE FINISH GRADED WITH NO FURTHER CONSTRUCTION TO TAKE PLACE SHALL BE LOAMED, LIMED, FERTILIZED, SEEDDED, AND MULCHED WITHIN 48 HOURS OF FINAL GRADING. A MINIMUM OF 4 INCHES OF LOAM SHALL BE PLACED. SEED, LIME, FERTILIZER, AND MULCH SHALL CONFORM TO SPECIFICATION SECTION 02930.
10. NO DISTURBED AREAS SHALL BE LEFT UNSEEDDED AND UNMULCHED FOR MORE THAN SEVEN (7) DAYS. DISTURBED AREAS WHICH WILL BE REGRADED LATER DURING CONSTRUCTION SHALL BE MULCHED AND SEEDDED WITH RYE GRASS TO PREVENT EROSION. HAY OR STRAW MULCH SHALL BE APPLIED TO ALL FRESHLY SEEDDED AREAS AT THE RATE OF 2 TONS PER ACRE. BALES SHALL BE UNSPOILED, AIR DRIED, AND FREE FROM WEED, SEEDS, AND ANY COARSE MATERIAL. CONTRACTOR MAY ALSO USE EROSION MATTING OR OTHER APPROVED METHODS OF TEMPORARY COVER.
11. ALL EROSION PREVENTION AND SEDIMENT CONTROL STRUCTURES AND MEASURES SHALL BE INSPECTED BY OR UNDER THE DIRECTION OF THE ON-SITE COORDINATOR AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND AS SOON AS POSSIBLE BUT NO LATER THAN 24 HOURS AFTER ANY STORM EVENT WHICH GENERATES A DISCHARGE OF STORMWATER RUNOFF FROM THE CONSTRUCTION SITE.
12. AFTER ALL UPSTREAM DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED AND AS DIRECTED BY THE ENGINEER, THE DOWNSTREAM TEMPORARY EROSION CONTROL MEASURES ARE TO BE REMOVED AND THE ACCUMULATED SEDIMENT PROPERLY DISPOSED OF. THE AREA DISTURBED BY THE REMOVAL OF TEMPORARY MEASURES SHALL BE PREPARED, SEEDDED, AND MULCHED.



May 24, 2024

City of Newort VT
222 Main St
Newport, VT 05855

**Re: Borrowings of \$200,000.00
Gardner Park Remediation**

Dear Jim,

Thank you for the opportunity to provide you with pricing for the City's borrowing needs for the Gardner Park Remediation Project. We are pleased to offer the following options:

Five year loan at a fixed rate of 5.09% with monthly principal and interest payments of \$3,782.50.

or

Ten year loan at an initial rate of 5.37% fixed for 5 years, then adjusting for the remaining five years at the then Federal Home Loan Bank 5 year rate plus a margin of 1.10%. Initial monthly principal and interest payments of \$2,157.67.

Monthly payments are estimated based on the assumption that payments would begin 30 days after the loan disburses.

This offer is subject to the issue being tax exempt and subject to our normal underwriting requirements. As such, we will ask you to please provide a copy of the warning and certified results of the vote for the Town meeting when the Town budget was approved along with the same for the vote when this borrowing was approved if it was outside of the Town meeting. A current year to date Balance Sheet and Profit and Loss statement for the City will be requested as well.

If not accepted, this offer expires on June 30, 2024.

We appreciate this opportunity and are grateful for our relationship with the City. I look forward to working with you on this. Please do not hesitate to contact me with any questions you may have.

Sincerely,

Ellen Stanley
Vice President



May 23, 2024

City of Newport
Jim Johnson, City Clerk & Treasurer
222 Main Street
Newport, VT 05855

Delivered Electronically

Dear Jim,

Thank you for the opportunity to provide a financing proposal for the City of Newport's Gardner Park Project. It's our understanding the City is looking for financing not to exceed \$200,000.00. We are able to offer the following options:

Option 1

Loan amount of up to \$200,000.00 amortized over a 5-year term (5 payments) fixed at 6.06%. Annual payments would commence May 23, 2025 and each May thereafter, with final payment due May 23, 2029. The approximate payment would be \$47,553.12 annually. Semi-annual payments can also be accommodated.

Option 2

Loan amount of up to \$200,000.00 amortized over a 10-year term (10 payments) fixed at 5.91%. Annual payments would commence May 23, 2025 and each May thereafter, with final payment due May 23, 2034. The approximate payment would be \$27,055.81 annually. Semi-annual payments can also be accommodated.

Loan Closing

If you decide to proceed with this through our bank, we would need the following documents for our review before loan closing:

- Current financials and annual report.

- Copy of the warning and minutes from the meeting approving the borrowing.
- Voter approval to include vote date and official copy of results.

Assuming that these documents are in order, we would then proceed to prepare a tax certificate, municipal borrowing resolution, promissory note, and tax return (IRS Form #8038G).

This rate quote is effective for 30 days from the date of this letter. The first payment will be due up to one year from closing and the final payment consisting of all unpaid principal and interest will be due at maturity. The annual interest rate for all options is computed on a 365/365 basis, meaning that the ratio of the annual interest rate over a year of 365 days is multiplied by the actual number of days the principal balance is outstanding. There are no fees for prepayment or early payoff of this note.

Interest income must be tax exempt to the bank and bank qualified under Section 265(b) of the Internal Revenue Code.

If you have any questions concerning this proposal, please do not hesitate to contact me.

Thank you again for this opportunity. I look forward to hearing from you.

Sincerely,



Holly Pepin, Treasury & Municipal Relationship Manager
Community National Bank
4811 US Rte 5
Newport, VT 05855
802-673-0606

hpepin@communitynationalbank.com

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is by and between Laramie Water Resources, LLC, a Vermont limited liability company located in Newport, Vermont, having its principal offices at 198 Indian Point Street, Newport, Vermont 05855 (the “Consultant”), and the City of Newport, a Vermont municipality located in Orleans County, having its principal offices at 222 Main Street, Newport, Vermont 05855 (the “City”) (collectively, the “Parties”).

WHEREAS, the City owns, operates and maintains public water and wastewater infrastructure, including, without limitation, a wastewater treatment facility, sewer pump stations, two well facilities, an arsenic treatment facility, water booster station, reservoir and water tower; and

WHEREAS, the above-referenced water and wastewater infrastructure requires significant operational maintenance and servicing on an annual basis; and

WHEREAS, the City requires specialized knowledge and expertise to ensure that its water and wastewater infrastructure is operated, maintained and, to the extent necessary, certified in a manner that will ensure safe and efficient operations that are consistent with State guidelines and standards; and

WHEREAS, the City also requires specialized training for its facility operator(s) and the development of a training manual for future use and reference by City employees and others; and

WHEREAS, Consultant’s principal, Philip Laramie, is a licensed wastewater operator who possesses the specialized knowledge and expertise necessary to assist the City with the maintenance of its water and wastewater infrastructure, is qualified to provided training to City employees and to develop a training manual, and is ready willing and able to provide such services to the City in exchange for certain agreed compensation;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. General and Specific Purpose. The general purpose of this Agreement is to engage the services of the Consultant to perform the services described herein and in Schedule A (the “Services”). More specifically, by this Agreement, Consultant agrees to make the services and expertise of Philip Laramie personally available to the City; no officer, agent or employee of Consultant other than Philip Laramie shall provide such services and expertise without prior written approval of the City.

2. General Duties of Consultant. Consultant shall perform the Services described in Schedule A in conformance with the standards and care expected of reasonable professionals performing similar consultant services in Vermont.
3. Term. The term of this Agreement shall be one year from the date set forth above.
4. Compensation. Consultant shall be paid an amount not to exceed \$35,955.00 for the Services set forth in Schedule A. If additional services, staff and equipment of Consultant are requested in writing by the City, they shall be billed to the City on a time and materials basis at a rate of \$85/hour. All invoices shall be submitted to: _____.
5. Independent Consultant. In the performance of the Services hereunder, Consultant shall be deemed an independent contractor and not an employee of the City. Consultant is not an agent of the City, nor is it authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the City, unless expressly authorized in writing by a duly authorized officers of the City. Consultant shall be responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.
6. Rights and License in and to City Data. The City shall own all information, and other work product developed or obtained by Consultant pursuant to this Agreement. The City shall at all times have access to review the ongoing work of Consultant for purposes of inspecting the same and determining that the Services are being performed in accordance with the terms of this Agreement.
7. Warranties. Consultant warrants and represents that the Services and all work provided hereunder will not infringe, individually or collectively, any patent, copyright, trade secret, or other proprietary right of any third party; and Consultant has no reason to believe that any patent, copyright, trade secret, or other proprietary right of any third party may be infringed by it providing the Services and any work hereunder.
8. Termination. Either party may terminate this Agreement at any time, without cause, upon 30-day advanced written notice to the other. Consultant shall be entitled to payment for work performed to the satisfaction of the City prior to termination, if any, but explicitly waives any right to additional or other amounts of any kind, including based on quantum meruit or other similar theory.
9. Indemnification. To the extent permitted by law, each party to this Agreement shall release, defend, indemnify, and hold harmless the other, and its board/council members, managers, officers, agents, and employees (as the case may

be) from all suits, actions, or claims of any character, name, or description including reasonable attorneys' fees and litigation expenses, brought on account of any injuries, damage or loss (real or alleged) received or sustained by any person, persons or property, arising out of: (1) negligent acts or omissions of the other party, and its employees, subcontractors or agents, including, but not limited to, any claims for personal injury, including any injuries or damages sustained by the other party's employees or for property damage; (2) claims of infringement of copyright, patent, or other proprietary rights; or (3) any other claims of any nature whatsoever arising out of the performance of the Services to be provided pursuant to this Agreement, or the other party's failure to perform or comply with any requirements of this Agreement. For the sake of clarity, this indemnification provision shall not apply to act of gross negligence or intentional wrongful acts.

10. Insurance. Each party shall procure and carry commercial general liability insurance to financially support indemnification of the other as provided herein, and shall provide certificates of such insurance, upon request. Said general liability insurance shall be subject to "at least" limits of \$1,000,000, each occurrence, and \$2,000,000, aggregate. Coverage must be provided for bodily injury liability, broad form property damage liability, and contractual liability and products and completed operations coverage. Completed operations coverage is to be maintained for a minimum period of one (1) year after completion of this Agreement. Unless exempt, each party shall also carry statutory Workers' Compensation Insurance under the laws of the State of Vermont (and any other laws that may be applicable thereto).

In addition to the foregoing, Consultant shall carry and maintain Professional Liability/Errors & Omissions insurance coverage, subject to \$1,000,000 per claim/\$3,000,000 aggregate covering the activities of the Consultant. The coverage must be maintained during the term of the agreement and at least one (1) year following its completion.

All policies required to be maintained shall be issued by an insurance company licensed or authorized to do business in the State of Vermont. All contractors and subcontractors used by the Consultant to provide services under this Agreement shall be required to comply with the insurance requirements in this Agreement.

11. Waiver. A delay or failure by either party to exercise any right under this Agreement will not constitute a waiver of that or any similar or future right.

12. Assignment. This Agreement may not be assigned by either party without the express prior written permission of the other party.

13. Construction; Severability. This Agreement shall be construed in accordance with the laws of the State of Vermont. If any provision of this Agreement is declared

invalid or unenforceable by a tribunal of competent jurisdiction, then such provision shall be deemed automatically modified to conform to the requirements for validity as declared at such time, and as so modified, shall be deemed a provision of this Agreement as though originally included herein. If the provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed severed and the remaining provisions of this Agreement shall remain in effect.

14. Notices. Each notice, request, or demand given or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if deposited in the United States mail, first class, postage pre-paid, and addressed to the address of the intended recipient set forth on the first page hereof or to such other address (or email address) as may be specified in writing by the parties.

15. Invoice and Payment. Subject to the requirements of the City Charter, Consultant shall be paid within 30 days after receipt of a properly prepared invoice, which shall be submitted to the City for preparation of a warrant, signed by the Mayor or the President of the City Council, and authenticated by the City Clerk. For the sake of clarity, a properly prepared invoice shall clearly set forth the date range covered, the time expended, reasonable detail regarding the work performed, the amount charged and basis for that charge.

16. Effective Date. The effective date of this Agreement shall be the later of the two dates of signature below.

17. Entire Agreement. This Agreement represents the entire understanding of the parties and may not be amended or modified except by written agreement of the parties and supersedes all prior written and/or oral agreements. This Agreement may be executed in counterpart signatures. In the event of a conflict between the terms in this Agreement and the terms of any other agreement, the terms in this Agreement shall control.

18. Authority. Each party warrants that it has the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which it is a party.

DATED at Newport, Vermont, this ____ day of _____, 2024.

**CONSULTANT, LARAMIE WATER
RESOURCES**

By: Its Duly Authorized Agent

DATED at Newport, Vermont, this ____ day of _____, 2024.

CITY OF NEWPORT

By: Its Duly Authorized Agent

SCHEDULE A TO CONSULTANT SERVICES AGREEMENT

Pursuant to a Consultant Services Agreement between Laramie Water Resources, LLC (Consultant) and the City of Newport (City), last dated _____, 2024, Consultant shall provide the following Services to the City for the amounts set forth below. Additional services may be provided by mutual written agreement of the Parties.

Description	AMOUNT
Consultant services of Licenced Wastewater Operator to assist with Operations, planning and training of City staff in routine and non routine maintenance at the Newport WWTF and Drinking Water System.	\$ 35,360.00
Annual Certification of 5 Backflow Preventers at WWTF	\$ 425.00
Annual Certification of 2 Backflow Preventers at Arsenic Plant	\$ 170.00
Additional Laramie Water Resources Staff and equipment will be made available if requested by the City of Newport on a time and materials basis at a labor rate of \$85/ hour / employee.	
2024 TOTAL	\$ 35,955.00
2024 Amount Due	\$ 35,955.00

For the purposes of clarity, the training referenced above includes both specialized training for the City's facility operator(s) and the development of a training manual for future use and reference by City employees. Said training manual shall address all operational and maintenance requirements and best practices for the City's wastewater facility, sewer pump stations, well facilities, arsenic treatment facility, water booster stations, reservoir and water tower.

City Council Items from Newport Downtown Development for June 17 agenda:

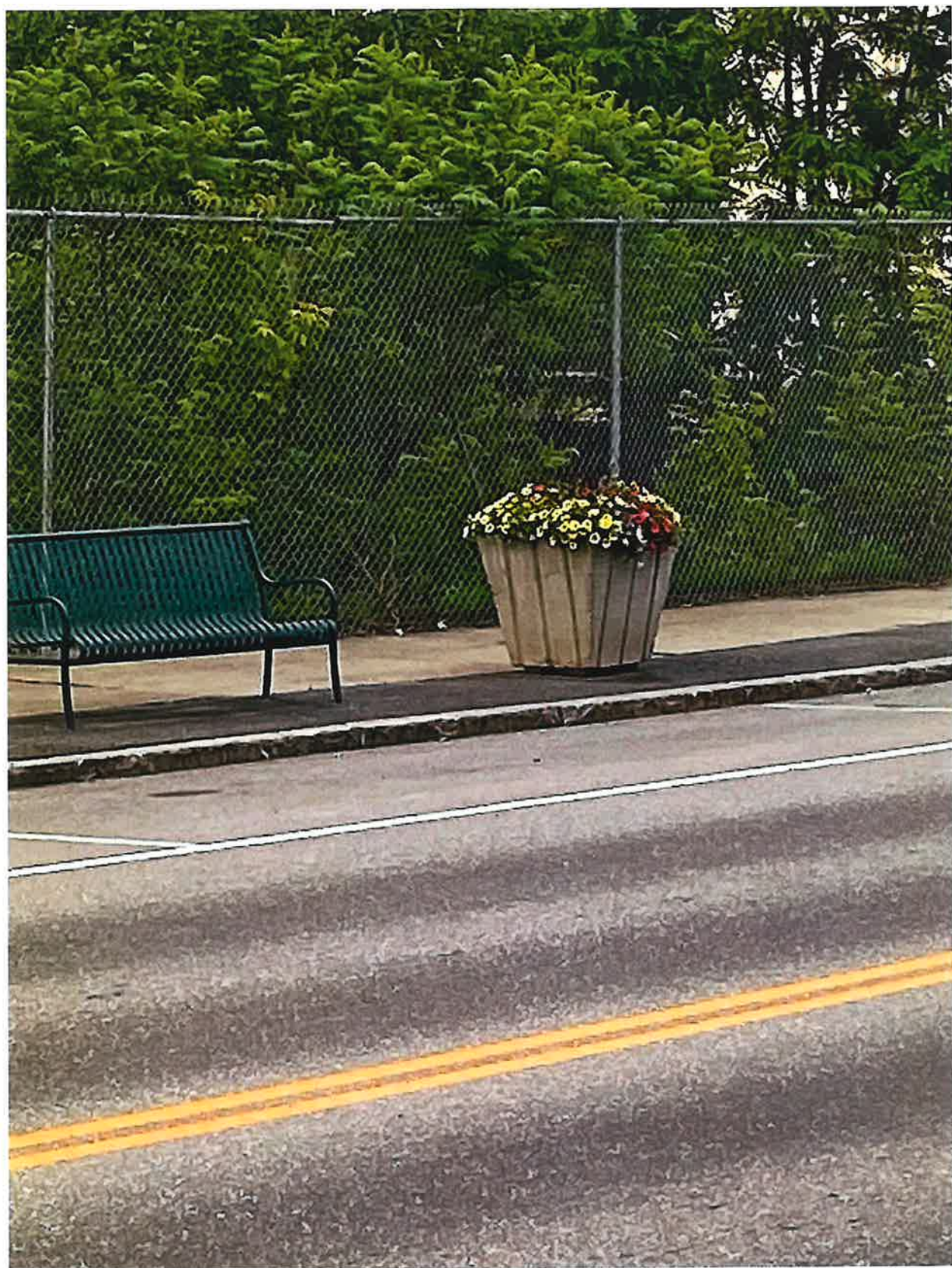
Newport Downtown Development is working to transform the look and feel of Main Street this summer, and we'd are hoping to do the following:

1. Newport PushCarts (may not be the final name): We are hoping to build at least a dozen push carts that will be four feet long, 2 feet deep and stand about six feet high. They will be brightly (but tastefully) painted, and have locking doors that open to make a display approximately 7 feet long. Vendors will be recruited to rent the carts from Newport Downtown Development on a monthly basis. NDD will rent space at the Tasting Center to both store the carts and to function as an indoor market on poor weather days. On nice days that are high traffic (e.g. Wednesdays on the Waterfront, Friday evenings, Saturdays and Sundays), we hope to place them along the empty block. Vendors will be selected for variety: our hope is to recruit a mix of homemade jewelry, prepared foods like jams or honey, magazines/books, hand items like knitting, crochet, etc. Vendors will be required to have permits from the City.
2. Park Benches reconfigured: We would like to spin six of the park benches on Main Street 180 degrees so that they face the sidewalk and not the parked cars. The only ones we wouldn't change are the one in front of the Municipal Building that sits back on the building side of the sidewalk and the one in front of the Orleans County Courthouse that a city resident sits in almost every morning to watch the traffic go by. All others (see photos below) would flip to face in instead of facing directly into parked cars and city traffic. I've spoken with Tom Bernier about this and he says that it would be quick and easy to turn the benches around.
3. Adding movable, decorated chairs: we hope to recruit local artists to paint outdoor, wooden chairs (we are working on a design) to be placed next to each of the park benches to encourage visitors to hang out and chat on our Main Street. Our idea is to have new chairs painted (possibly sponsored by Main Street businesses to pay for the cost of the chair and paying an artist) and then auctioned off at the end of the season to support the new CanUSA 360 Arts Collaborative. A new set of chairs would be created every summer. Hoping to pilot this with maybe a dozen or so chairs this summer (lower priority than the Push Carts).
4. Ambassador Program: NDD is hoping to recruit and train 15 to 20 volunteers to greet visitors from Canada at the City Dock during high volume times this summer in order to help them get oriented to the Customs and Border Protection requirements for entry and to the opportunities in downtown Newport and the waterfront plaza as far as East Side.













Chris Vachon
Council President
Newport City, Vermont
chris.vachon@newportvermont.org
06/13/2024

To whom it may concern,

I am writing to express my strong support for the grant application submitted by the Memphremagog Science and Education Center (MemSEC). As a council member and educator, I have had the pleasure of collaborating with MemSEC and witnessing firsthand the profound impact they have on our community through their dedication to environmental education, research, and conservation.

The Memphremagog Science and Education Center has established itself as a pivotal institution in promoting scientific literacy and environmental stewardship. Their programs, which range from hands-on field studies to community workshops and school outreach initiatives, have consistently demonstrated a commitment to fostering a deeper understanding and appreciation of our natural world. Their work is particularly crucial in the Lake Memphremagog region, an area rich in biodiversity and ecological significance.

One of the key strengths of MemSEC is its holistic approach to science education. They engage students of all ages in meaningful, experiential learning opportunities that go beyond traditional classroom settings. By involving students in real-world research projects, MemSEC not only enhances their academic knowledge but also instills a sense of responsibility and enthusiasm for environmental conservation. Their efforts to bridge the gap between academic research and public education are commendable and have resulted in a more informed and active community.

In conclusion, I wholeheartedly support the Memphremagog Science and Education Center's grant application. Their unwavering dedication to science education and environmental conservation has already made a significant difference, and with additional funding, they will be able to further their mission and achieve even greater outcomes. I am confident that the work of MSEC will continue to inspire and educate future generations, fostering a more sustainable and environmentally conscious society.

Thank you for considering their application. Please do not hesitate to contact me at chris.vachon@newportvermont.org if you require any further information.

Sincerely,
Chris Vachon
Council President
Newport City, Vermont