

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, September 16, 2024, beginning at 6:00 p.m.
Newport City Council Room

Google Meet joining info
Video call link: <https://meet.google.com/imm-rfpi-frd>
Or dial: (US) +1 470-326-0223 PIN: 550 942 267#

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 September 9, 2024
 - b. Accounts Payable Warrants: September 16, 2024
 - c. Liquor Licenses / Vendor Permits / Special Events Permits
4. Quarterly Financial Update - Discussion
5. Recreation Committee New Member Appointment - Anticipated VOTE
6. DPW Bluff Road Pump Station Project Award - Anticipated VOTE
7. DPW 3-Acre Stormwater Agreement for Consulting Services - Anticipated VOTE
8. Designate Voting Delegate for VLCT, PACIF, and VERB Annual Meetings - Anticipated VOTE
9. Construction Line of Credit for Water Tower Project - Anticipated VOTE
10. Fire Chief Interviews - Potential Executive Session (1 V.S.A. §313(a)(3))
11. Comments by Members of the Public
12. New Business
13. Old Business
14. Set next meeting: Regularly Scheduled Council Meeting: October 7, 2024
15. 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.

Council Minutes

September 9, 2024

A duly warned meeting of the Newport City Council was held on Monday, September 9, 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, Clark Curtis, City Manager Jon DeLaBuere, City clerk/treasurer James Johnson, Police Chief Travis Bingham, Zoning Administrator Frank Cheney, Andrew , members of the Press and Public

Mayor Sullivan called the meeting to order at 6:00 pm

Additions/Deletions to the Agenda

Mr. Curtis moved to add discussion of a vendor permit for Fred LeClair to the agenda. Seconded by Mr. Vachon, motion.

Mr. Vachon moved to add setting the new tax rates to the agenda. Seconded by Mr. Curtis, motion carried.

Consent Agenda

Mr. Vachon moved to approve the consent agenda. Seconded by Mr. Curtis, motion carried.

Mr. Charboneau asked that on the minutes of August 19, 2024 under DPW Mower Bids that Mr. Bernier check with the Mechanic and get back to the council.

Vendor Permit

Mr. Vachon moved to approve the Vendor Permit for Fred LeClair pending any legal issues. Seconded by Mr. Curtis, motion carried.

Approval of Tax Rates

Mr. Vachon moved to approve the Tax Rates for 2024-25 based on the Grand list submitted August 12, 2024 seconded by Charboneau, motion carried.

Approve Financing for Police Department Cruiser

Mr. Vachon moved to approve financing of the new police cruiser with Community Bank in the amount of \$55,023.30 at 4.82 %. Seconded by Mr. Ufford-Chase, motion carried.

Fire Chief Interviews 1 V.S.A. 313(a)(3)

Mr. Vachon moved to enter executive session to interview candidates for Fire Chief and invite into executive session the candidates as called upon. The Fire Dept. designee and the Police Chief. Seconded by Mr. Curtis, motion carried.

No action.

Request for Proposal for Citywide Reappraisal 1 V.S.A. 313(a)(1)(A)

Mr. Vachon moved to enter executive session for a request for proposal of the Citywide reappraisal and invite into executive session the Zoning Administrator and the City Manager. Seconded by Mr. Curtis, motion carried.

No action.

Mr. Vachon moved to authorize the City Manager to issue the RFP for citywide appraisal. Seconded by Mr. Curtis, motion carried.

Personnel Evaluation 1 V.S.A. 313(a)(3)

Mr. Curtis moved to find that premature public knowledge of confidential attorney-client communications made for providing legal services to the City council, confidential pending civil litigation to which the public body is a party and regarding a labor relations greenest with employees would place the city at a substantial disadvantage by disclosing the city's negotiation strategies and priorities and would waive the City's attorney-client privilege and prematurely disclose the City's legal strategies. Seconded by Mr. Vachon, motion carried.

Mr. Curtis moved to enter executive session to discuss confidential attorney-client communications with the City Attorney. Seconded by Mr. Vachon, motion carried.

No action.

Comments by the Public

Claire McIntyre thanked the Police Dept. for their interaction with the public regarding their welfare and safety

New Business

Mr. Vachon noted that Andrea Pitts and Adam Ortiz have volunteered to be on Vermont's 250 years celebration committee.

Mr. Curtis noted he responded to Ms. Bjurling about the minutes on the website, City Manager has updated the council minutes and is working on the Planning commission, Historic Review Board and Cemetery Commission.

Mayor Sullivan noted the Extra Mile Nominations is coming up the City can pick three people.

Old Business

None

Set Next Meeting Date

Mr. Vachon moved to set the next meeting for September 16, 2024. Seconded by Mr. Charboneau, motion carried.

Adjournment

Mr. Charboneau moved to adjourn at 11:09 pm. Seconded by Mr. Vachon, motion carried.

Attested _____ this _____ Day of September 2024

Mayor

09/13/24

11:00 am

City of Newport Accounts Payable

Check Warrant Report # Current Prior Next FY Invoices

Unpaid Invoices For Check Acct 01(GENERAL FUND) From 09/16/24 To 09/16/24

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stharrien

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AAA POLIC	AAA POLICE SUPPLY	47983 PD Work Attire	141.98	0.00	-----	-----	--/--/--
ABLE COM	ABLE COM ANSWERING SERVICE, IN	240800776101 Answering Services	144.00	0.00	-----	-----	--/--/--
				0.00	-----	-----	--/--/--
AIRGAS	AIRGAS	9152886756 Supplies/Materials	44.55	0.00	-----	-----	--/--/--
BEAUR EQ	BEAUREGARD EQUIPMENT INC	IV41731 Parts	92.63	0.00	-----	-----	--/--/--
BEAUR EQ	BEAUREGARD EQUIPMENT INC	IV41528 Parts	3252.36	0.00	-----	-----	--/--/--
NWPTSAND	CARROLL CONCRETE CO	INV202405682 Supplies/Materials	93.30	0.00	-----	-----	--/--/--
NWPTSAND	CARROLL CONCRETE CO	INV202405548 Supplies/Materials	441.13	0.00	-----	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	3045709 Sludge Disposal	2820.56	0.00	-----	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	3047532 Sludge Disposal	1499.18	0.00	-----	-----	--/--/--
REAPPRAIS	CITY OF NEWPORT	090924 Reappraisal Funds	17943.50	0.00	-----	-----	--/--/--
CLAIRS LI	CLAIRE'S LINEN SERVICE LLC.	4321 CC GW Linen Cleaning	103.68	0.00	-----	-----	--/--/--
GRN MTN E	GREEN MOUNTAIN ELECTRIC SUPPLY	S4972158.001 Supplies/Materials	535.17	0.00	-----	-----	--/--/--
HOAGIES	HOAGIES PIZZA & PASTA	55 Election Expense	108.88	0.00	-----	-----	--/--/--
HOAGIES	HOAGIES PIZZA & PASTA	56 Election Expense	124.31	0.00	-----	-----	--/--/--
MAGEE	MAGEE OFFICE PRODUCTS	631580 Office Supplies	137.94	0.00	-----	-----	--/--/--
MAGEE	MAGEE OFFICE PRODUCTS	320599 Credit Memo	-105.13	0.00	-----	-----	--/--/--
MAGEE	MAGEE OFFICE PRODUCTS	320598 Credit Memo	-110.59	0.00	-----	-----	--/--/--
MAGEE	MAGEE OFFICE PRODUCTS	629406 Office Supplies	59.68	0.00	-----	-----	--/--/--
MAGEE	MAGEE OFFICE PRODUCTS	631029 Office Supplies	35.07	0.00	-----	-----	--/--/--
AGWAY	NEWPORT FARM & GARDEN	T1-0209173 P&R Exmark Mower	11346.00	0.00	-----	-----	--/--/--
AGWAY	NEWPORT FARM & GARDEN	T1-0207963 Parts	957.78	0.00	-----	-----	--/--/--
NWPT RENT	NEWPORT RENTAL CENTER INC	1-575259 Supplies/Materials	69.96	0.00	-----	-----	--/--/--
NWPT RENT	NEWPORT RENTAL CENTER INC	1-575536 Supplies/Materials	155.40	0.00	-----	-----	--/--/--
NVDA	NORTHEASTERN VT DEVELOPMENT AS	FY25 Appropriation	3787.00	0.00	-----	-----	--/--/--
O'REILLY	O'REILLY AUTO PARTS	5691-146226 Parts	5.29	0.00	-----	-----	--/--/--
O'REILLY	O'REILLY AUTO PARTS	5691-144989 Parts	37.12	0.00	-----	-----	--/--/--
O'REILLY	O'REILLY AUTO PARTS	5691-144857 Parts	5.39	0.00	-----	-----	--/--/--
O'REILLY	O'REILLY AUTO PARTS	5691-146307 Parts	21.46	0.00	-----	-----	--/--/--
O'REILLY	O'REILLY AUTO PARTS	5691-146841 Parts	69.34	0.00	-----	-----	--/--/--
O'REILLY	O'REILLY AUTO PARTS	5691-146843 Parts	5.29	0.00	-----	-----	--/--/--
PASSBK PD	PASSUMPSIC SAVINGS BANK	091124 PD 2023 Ford Explorer	1463.84	0.00	-----	-----	--/--/--
PEPINE	PEPIN'S TRUCK REPAIR INC	92529 Parts	19.20	0.00	-----	-----	--/--/--
SECURSHRE	SECURESHRED	466904 Shredding Services	24.00	0.00	-----	-----	--/--/--
STICKS	STICKS & STUFF DERBY	141059 Supplies/Materials	305.28	0.00	-----	-----	--/--/--
STICKS	STICKS & STUFF DERBY	140822 Supplies/Materials	111.12	0.00	-----	-----	--/--/--
SYMQRKONIC	SYMQUEST GROUP INC	537197139 PD Copier	111.95	0.00	-----	-----	--/--/--
TAPLINSEP	TAPLIN SEPTIC SERVICE	I1703 PB Rental	270.00	0.00	-----	-----	--/--/--
TAPLINSEP	TAPLIN SEPTIC SERVICE	I1704 GP Rental	500.00	0.00	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	297574 Supplies/Materials	1.87	0.09	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	297513 Supplies/Materials	71.96	3.60	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	295982 Supplies/Materials	7.18	0.36	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	295503 Supplies/Materials	35.98	1.80	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	296159 Supplies/Materials	47.99	2.40	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	296201 Supplies/Materials	175.99	8.80	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	296147 Supplies/Materials	9.18	0.46	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	296612 Supplies/Materials	79.99	4.00	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	296637 Supplies/Materials	30.99	1.55	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	296802 Supplies/Materials	9.18	0.46	-----	-----	--/--/--
PIC SHOY	THE PICK & SHOVEL INC	296804 Supplies/Materials	13.07	0.65	-----	-----	--/--/--

09/13/24

11:00 am

City of Newport Accounts Payable

Check Warrant Report # Current Prior Next FY Invoices

Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 09/16/24 To 09/16/24

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stherrien

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
PIC SHOY THE PICK & SHOVEL INC	296825	Supplies/Materials	22.98	1.15	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	296817	Supplies/Materials	6.50	0.33	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	296834	Supplies/Materials	28.74	1.44	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	296927	Supplies/Materials	11.16	0.56	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	296948	Supplies/Materials	13.88	0.69	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	296951	Supplies/Materials	41.98	2.10	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	297070	Supplies/Materials	260.99	13.05	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	297284	Supplies/Materials	28.27	1.41	-----	-----	--/--/--
TISALES TI-SALES INC	INV0174612	Meter Testing	2118.00	0.00	-----	-----	--/--/--
UNITED AG UNITED AG & TURF NE	10768140	Parts	33.66	0.00	-----	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	100224	Electric Services	1021.18	0.00	-----	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	100324	Electric Services	2146.76	0.00	-----	-----	--/--/--
Report Total			53,583.66	44.90	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 \$ ****53,538.76

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

Amended

NEWPORT CITY TRANSIENT MERCHANTS AND ITINERANT VENDORS APPLICATION

PLEASE ANSWER ALL APPLICABLE QUESTIONS

DATE 8/12/24

Name(s) Frederick Leclaw III, Frederick A. Leclaw Jr

Business Name Fredelays BBQ, Buggys Breakfast Phone # 802-487-5115

Address 62 Oak Street Newport, VT 05855

Date of Birth 02/02/1993 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 # 93-4212500

Vehicle Registration # 1LC252 L2 XTD 255882 License Plate # AYF 330

Type of Goods Being Sold BBQ and Breakfast Lunch foods

Description of Cart, Stand, or Vehicle Mobile Food Trailer

Proposed Location No more than 3 consecutive days and not more than 12 days per year at 62 Oak St, city events, in farmers market area, on M-T-T-F, not on W-S

Hours of operation 6am - 8pm Days of operation 5-7 while Farmers Market is operating

Duration ☒ 1 YEAR (\$300) ☐ 6 MONTHS (\$200) ☐ MONTHLY (\$100/MTH) ☐ WEEKEND (\$50/WKND) ☐ # OF MONTHS ☐ # OF WEEKENDS

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

Insurance Information All paperwork is on file this is an Amendment of address

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 _____

MEMO

To: Newport City Council
Linda Sullivan, Mayor

From: Jaime Comtois, Recreation Committee Chair

Date: August 19, 2024

Re: Appointment

The Newport Recreation Committee recommends the following for a new appointment to the Newport Recreation Committee:

Kyle Chadburn (Coventry)- for a two year term ending in 2026

Existing Recreation Committee Members:

Jaime Comtois (Newport) - 2 year term ending 2025

Kelli Rhodes (Brownington) - 2 year term ending 2025

Jennifer Smith (Newport) - 2 year term ending 2026

Matt Kiley (Newport)- 2 year term ending 2026

Sue Kiley (Newport) - 2 year term ending 2025

Carter Finegan (Newport) - 2 year term ending 2025

Enclosures: Letter of Interest from Kyle Chadburn



Jonathan DeLaBruere <jonathan.delabruere@newportvermont.org>

Fw: Recreation Committee

Recreation Director <recdirector@newportrecreation.org>
To: jonathan delabruere <jonathan.delabruere@newportvermont.org>

Fri, Sep 13, 2024 at 3:21 PM

Michael Brown
Director of Recreation
City of Newport
[222 Main Street](#)
Newport, VT [05855](#)
802-334-6345



From: Kyle Chadburn <kchadburn85@gmail.com>
Sent: Tuesday, May 21, 2024 8:05 PM
To: Mike Brown <recdirector@newportrecreation.org>
Subject: Recreation Committee

Hi Mike,

Congrats on beginning the new playground project! I'm just reaching out because I saw the post looking for rec committee members and I wanted to express my interest. If you'd like to chat about the specifics, let me know and I'm happy to stop by your office or chat by phone.

Thanks,
Kyle



September 13, 2024

Mr. Jonathan DeLaBruere
City Manager
City of Newport
222 Main Street
Newport, VT 05855

RE: **Bid Analysis and Recommendation for Contract Award**
City of Newport
Bluff Road Pump Station Storage Tank
Contract No. 1
A+E Project 22022

Dear Jonathan,

In accordance with our attached "Bid Analysis Report" dated September 13, 2024, we recommend the following:

City of Newport – Bluff Road Pump Station Storage Tank, Contract No. 1 be awarded to MIS Sitework of Morrisville, Vermont for the contract amount of \$125,993.00 to include the base bid only.

If you have any questions, please feel free to contact us.

Sincerely,

Aldrich + Elliott, PC

A handwritten signature in blue ink, appearing to be 'J Booth'.

Jason Booth, PE
President

Attachments

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

BID ANALYSIS REPORT

MSI SITEWORK

September 13, 2024

Bid Opening Date: August 28, 2024

1. Bidders Information:

- a. Refer to the attached Bid.
- b. Refer to the attached Bid Bond.
- c. Refer to the attached Supplemental Bid Information

2. Project Cost Information:

- a. Refer to the attached Bid Tabulation.
- b. Refer to the attached "Total Project Cost Summary" September, 2024, for the City of Newport – Bluff Road Pump Station Storage Tank, Contract No. 1.
- c. The base bid price for the City of Newport – Bluff Road Pump Station Storage Tank, Contract No. 1 is **\$125,993.00**.
- d. The Total Project Cost for the project including the low bid for the City of Newport – Bluff Road Pump Station Storage Tank, Contract No. 1 is **\$164,593.00**. This includes Step I, Step II, Step III, Contract No. 1, Construction Contingency of 10%, and Other Costs.
- e. Funding is available through a CSO ARPA Grant in the amount of \$784,000 awarded to the City.
- f. Adequate funding is available for this project.

3. Experience:

- a. Refer to Section 1.c (above).
- b. Project references interviewed and projects discussed:
 - i. Harry Shephard, Town of Stowe, Rock Embankment, completed Summer 2023, total contract price approximately \$20,000.
 - ii. Adam Glink, Mink Development, Riverside Village/71 Gordan Lane Development Site work, completed 2023, total contract price approximately \$1,3000,000.
 - iii. Brian Quad, Morrisville Water & Light (MW&L), Best Street Waterline Improvements, in progress, total contract price \$193,871.00
- c. General Observations
 - i. Were not cowboys on the site, kept a clean site, and did a good job
 - ii. Fantastic to work with and overall, the work was great

- iii. Did good work, no complaints from the residents, left a clean site, always in communication and deferred decisions to the MW&L.
- 4. Bid Bond/Insurance
 - a. MSI has already been issued Performance and Payment bonds for this work.
- 5. Financial Data
 - a. Contact was made with Kevin DeCausemacker at Union Bank, 31 Market Street, Williston, VT 05495, with whom MSI Sitework. does their banking. Union Bank has been doing business with MSI Sitework. since 2009.
 - b. MSI Sitework maintains corporate deposits with the bank with balances in the \$50,000 range and a line of credit in the \$1,500,000 range. All loan and deposit accounts have always been handled per the terms of the agreements.
- 6. Proof of Advertisement for Bid:
 - a. Refer to attached Proof of Advertisement.
- 7. Bid Informalities and/or Minor Defects:
 - a. There were no bid informalities from any of the bids.
- 8. Comments of Aldrich + Elliott, PC:
 - a. Contractor appears to have adequate financial backing.
 - b. Bonding company appears viable.
 - c. The bid review found the MSI Sitework bid to be acceptable.
 - d. Recommendations:
 - i. Award this Contract to MSI Sitework, in the amount of \$125,993.00.
 - ii. Recommend monthly job meetings with Owner, Contractor, and Resident Representative.
 - iii. Resident Representative to be on job site full time.

1. BIDDERS INFORMATION

BID FORM FOR CONSTRUCTION CONTRACT

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted via electronic mail to the City of Newport to the email addresses listed in the Advertisement for Bids.
- 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	\$ 123,522	\$ 123,522
2	Bonds	L.S.	1	\$ 2,471	\$ 2,471
TOTAL OF ALL UNIT PRICE AND LUMP SUM BID ITEMS					\$ 125,993

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 The Work shall be substantially complete by November 15, 2024.
- 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
1	8.21.24

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
- Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 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.

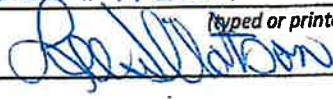
BIDDER hereby submits this Bid as set forth above:

Bidder:

MSI SITEWORK

(typed or printed name of organization)

By:



(individual's signature)

Name:

LEE TILLOTSON

(typed or printed)

Title:

ESTIMATOR/PM

(typed or printed)

Date:

8.28.2024

(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:

SCHUYLER BIASINI

(typed or printed)

Title:

MGR, MSI TRUCKING & SITEWORK

(typed or printed)

Phone:

802-793-8393

Email:

schuylerb@msiwt.com

Address:

153 STAFFORD AVE

MORRISVILLE, VT 05661

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

37607

Manufacturing Solutions Inc.

153 Stafford Ave.
Morrisville, VT 05661
802-888-3289

UNION BANK 15
LITTLETON, NH 03561

58-110/116

8/28/2024

PAY TO THE
ORDER OF

City of Newport

\$ **6,299.65

Six Thousand Two Hundred Ninety-Nine and 65/100

DOLLARS

City of Newport



MANUFACTURING SOLUTIONS INC.

AUTHORIZED SIGNATURE

MEMO

Bid Bond

⑈037607⑈ ⑆011601100⑆ ⑈20117684⑈

MANUFACTURING SOLUTIONS INC.

37607

City of Newport

8/28/2024

Bid Bond Deposit - 5% of \$125,993.00

6,299.65

UB Checking - 20117 Bid Bond

6,299.65

Security features. Details on back.

2. PROJECT COST INFORMATION

City of Newport
Bluff Road Pump Station
Bid Tabulation
8/29/2024

Description of Item	Total Quantity	Unit	Engineer's Estimate		MSI		Courtland Construction		JP Sicard	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Bluff Road Pump Station	1	LS	\$ 149,000.00	\$ 149,000.00	\$ 123,522.00	\$ 123,522.00	\$ 189,500.00	\$ 189,500.00	\$ 226,454.00	\$ 226,454.00
2 Bonds	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,471.00	\$ 2,471.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
TOTALS			\$	\$ 152,000.00	\$	\$ 125,993.00	\$	\$ 193,500.00	\$	\$ 230,454.00

Bid Informalities:

None.

Notes:

1. The information tabulated above accurately reflects bids received by the City of Newport, Vermont on August 28, 2024

Jason Booth, PE

President

Aldrich + Elliott, PC

Engineers representing the City of Newport, Vermont.

CITY OF NEWPORT
BLUFF ROAD PUMP STATION STORAGE TANK
TOTAL PROJECT COST SUMMARY
A+E PROJECT 22022
As of 9/9/2024

			CSO ARPA - Step III Only	
Item Description	CWSRF Planning Loan	Total Estimated Cost	CSO ARPA	Total Estimated Cost
Construction				
Bluff Road Pump Station Storage Tank			\$125,993	\$125,993
Construction Subtotal				\$125,993
Construction Contingency				
Construction Contingency (10%)			\$12,600	\$12,600
Construction Contingency				\$12,600
Step I - Preliminary Engineering				
Addendum Report	\$3,500	\$3,500		
Environmental Review	\$3,000	\$3,000		
Predesign	\$9,300	\$9,300		
Step I Subtotal		\$15,800		
Step II - Final Design and Permitting				
Final Design	\$8,300	\$8,300		
Special Services	\$3,000	\$3,000		
Step II Subtotal		\$11,300		
Step III - Construction Phase Services				
Bid Phase Services	\$3,600	\$3,600		
Construction Services Allowance	\$0	\$0	\$17,500	\$17,500
Special Services	\$0	\$0	\$5,000	\$5,000
Step III Subtotal		\$3,600		\$22,500
Other Costs				
Administration and Permit Fees			\$3,000	\$3,000
Legal			\$500	\$500
Short Term Interest			\$0	\$0
Other Subtotal				\$3,500
Total Project Cost		\$30,700		\$164,593
Use		\$30,700		\$165,000

Notes

1. Costs are for Step III Construction Only to be paid for with ARPA CSO Grant
2. Other costs not shown for Step I and Step II are paid out of separate CW planning loans.

3. REFERENCES

ANALYSIS OF BID**MSI SITEWORK****CITY OF NEWPORT
BLUFF ROAD PUMP STATION STORAGE TANK
CONTRACT NO. 1**Contacted by: Reed Winter on 09/12/2024**A. PROJECT:**NAME OF PROJECT: Rock Embankment
TOTAL CONTRACT PRICE: Roughly \$20,000

COMPLETION DATE: Summer 2023

B. CONTACT:NAME: Harry Shepherd
COMPANY: Town of StowePOSITION: Public Works Director
TEL: (802) 253-8770**C. PROJECT MANAGEMENT:**

1. WHO WAS THE SUPERINTENDENT? Lee Tillotson and Schuyler Biasini
2. HOW DID THIS PERSON EFFECT THE QUALITY/OUTCOME OF THE PROJECT? Happy with working the superintendent
3. PLEASE GIVE AN OVERALL STATEMENT OF THE PROJECT MANAGEMENT ON THIS JOB. Worked well together
4. HOW WELL DID CONTRACTOR MAINTAIN RECORDS? Good
5. WAS CONTRACTOR RESPONSIVE TO ENGINEER, MUNICIPALITY, STATE, AND FEDERAL CONCERNS? **Yes**

D. SCHEDULING:

1. WAS CONTRACTOR ABLE TO SUBMIT AND FOLLOW ACCEPTABLE SCHEDULES? **Yes**
2. WAS THE PROJECT COMPLETED ON SCHEDULE? **Yes**
3. IF NOT, WHY?
4. HOW MUCH LATER WAS THE COMPLETION DATE OF THE PROJECT? Project completed on time
5. WERE THERE ANY LIQUIDATED DAMAGES? **None**
6. WHAT WAS THE SUM OF LIQUIDATED DAMAGES? **None**

E. CHANGE ORDERS:

1. HOW MANY CHANGE ORDERS WERE THERE? **No**
2. HOW MUCH COST WAS ADDED BY CHANGE ORDERS? **None**
3. WHO WAS RESPONSIBLE FOR CHANGE ORDER? There weren't any
4. WERE THERE ANY COST OVERRUNS? **No cost overruns**
5. HOW DID THIS EFFECT THE FINAL COST OF THE PROJECT? Didn't affect the final cost of the project

F. RECOMMENDATION:

1. WOULD YOU USE THIS CONTRACTOR AGAIN, AND WHY? **Yes, have supervised a private sewer main installation and MSI did extensive tree and flood recovery work after 2024 floods.**
2. WOULD YOU RECOMMEND THE CONTRACTOR FOR THIS PROJECT? **Yes**

G. WORKING RELATIONSHIP:

1. WAS THE CONTRACTOR FAIR TO WORK WITH AND GET ALONG WITH? **Yes**
2. WHO MADE THIS RELATIONSHIP WORK/NOT WORK? **All parties involved**

H. PROJECT OPERATIONS:

1. HOW WELL DID THE CONTRACTOR MAINTAIN WEEKLY CONSTRUCTION CLEANUP? **Yes, very clean site**
2. DID CONTRACTOR CONDUCT WORK IN A WORKMANLIKE MANNER? **Yes, were not cowboy like on the site**
3. DID THE CONTRACTOR ENCOURAGE AND MAINTAIN A SAFE WORK ENVIRONMENT? **Yes**
4. COMMENT ON THE QUALITY OF THE WORK THROUGHOUT THE PROJECT AND THE FINAL PRODUCT. **Happy with the work**

I. COMMENTS:

1. IS THERE ANYTHING ELSE THAT YOU WOULD LIKE TO SAY ABOUT THE CONTRACTOR? **No**

ANALYSIS OF BID**CITY OF NEWPORT
BLUFF ROAD PUMP STATION STORAGE TANK
CONTRACT NO. 1****MSI SITEWORK**Contacted by: Reed Winter on 09/12/2024**A. PROJECT:**NAME OF PROJECT: Riverside Village Site Work at 71 Gordon Lane
TOTAL CONTRACT PRICE: Approximately \$1,300,000

COMPLETION DATE: 2023

B. CONTACT:NAME: Adam Glick
COMPANY: Mink DevelopmentPOSITION: Project Manager
TEL: (802) 505-3348**C. PROJECT MANAGEMENT:**

1. WHO WAS THE SUPERINTENDENT? Schuyler Biasini
2. HOW DID THIS PERSON EFFECT THE QUALITY/OUTCOME OF THE PROJECT? He was fantastic to work with meet every morning
3. PLEASE GIVE AN OVERALL STATEMENT OF THE PROJECT MANAGEMENT ON THIS JOB. Great
4. HOW WELL DID CONTRACTOR MAINTAIN RECORDS? Yes
5. WAS CONTRACTOR RESPONSIVE TO ENGINEER, MUNICIPALITY, STATE, AND FEDERAL CONCERNS? Yes, would always be willing to shift things around.

D. SCHEDULING:

1. WAS CONTRACTOR ABLE TO SUBMIT AND FOLLOW ACCEPTABLE SCHEDULES? Yes
2. WAS THE PROJECT COMPLETED ON SCHEDULE? Yes
3. IF NOT, WHY?
4. HOW MUCH LATER WAS THE COMPLETION DATE OF THE PROJECT? Project was completed on-time
5. WERE THERE ANY LIQUIDATED DAMAGES? None
6. WHAT WAS THE SUM OF LIQUIDATED DAMAGES? None

E. CHANGE ORDERS:

1. HOW MANY CHANGE ORDERS WERE THERE? There were approximately 5-10 change orders in the project
2. HOW MUCH COST WAS ADDED BY CHANGE ORDERS? Less than \$10,000
3. WHO WAS RESPONSIBLE FOR CHANGE ORDER? Most the owner
4. WERE THERE ANY COST OVERRUNS? No
5. HOW DID THIS EFFECT THE FINAL COST OF THE PROJECT? The change orders did not affect the final cost of the project

F. RECOMMENDATION:

1. WOULD YOU USE THIS CONTRACTOR AGAIN, AND WHY? Yes, 100%, great work and communicated well
2. WOULD YOU RECOMMEND THE CONTRACTOR FOR THIS PROJECT? Yes

G. WORKING RELATIONSHIP:

1. WAS THE CONTRACTOR FAIR TO WORK WITH AND GET ALONG WITH? Yes
2. WHO MADE THIS RELATIONSHIP WORK/NOT WORK? All involved

H. PROJECT OPERATIONS:

1. HOW WELL DID THE CONTRACTOR MAINTAIN WEEKLY CONSTRUCTION CLEANUP? Yes, always happy to move their machines around for other subcontractors to get in their machines.
2. DID CONTRACTOR CONDUCT WORK IN A WORKMANLIKE MANNER? Yes
3. DID THE CONTRACTOR ENCOURAGE AND MAINTAIN A SAFE WORK ENVIRONMENT? Yes, always safe
4. COMMENT ON THE QUALITY OF THE WORK THROUGHOUT THE PROJECT AND THE FINAL PRODUCT. Overall was great

I. COMMENTS:

1. IS THERE ANYTHING ELSE THAT YOU WOULD LIKE TO SAY ABOUT THE CONTRACTOR? MSI's sitework is great, their landscaping isn't as great and MSI would admit that

MSI SITEWORK

Contacted by: Reed Winter on 09/13/2024

A. PROJECT:NAME OF PROJECT: Best Street Waterline Improvements
TOTAL CONTRACT PRICE: \$ 193,871.00

COMPLETION DATE: In Progress

B. CONTACT:NAME: Brian Quad
COMPANY: Morrisville Water & LightPOSITION: Water Foreman
TEL: (802) 888-3348**C. PROJECT MANAGEMENT:**

1. WHO WAS THE SUPERINTENDENT? Pee-Wee
2. HOW DID THIS PERSON EFFECT THE QUALITY/OUTCOME OF THE PROJECT? He has done a great job
3. PLEASE GIVE AN OVERALL STATEMENT OF THE PROJECT MANAGEMENT ON THIS JOB. Very easy to work with
4. HOW WELL DID CONTRACTOR MAINTAIN RECORDS? Good so far
5. WAS CONTRACTOR RESPONSIVE TO ENGINEER, MUNICIPALITY, STATE, AND FEDERAL CONCERNS? Yes, always in communication with MW&L and always deferring decisions to MW&L.

D. SCHEDULING:

1. WAS CONTRACTOR ABLE TO SUBMIT AND FOLLOW ACCEPTABLE SCHEDULES? Yes
2. WAS THE PROJECT COMPLETED ON SCHEDULE? Yes, the project is projected to be completed on schedule
3. IF NOT, WHY?
4. HOW MUCH LATER WAS THE COMPLETION DATE OF THE PROJECT?
5. WERE THERE ANY LIQUIDATED DAMAGES? No
6. WHAT WAS THE SUM OF LIQUIDATED DAMAGES? No

E. CHANGE ORDERS:

1. HOW MANY CHANGE ORDERS WERE THERE? None
2. HOW MUCH COST WAS ADDED BY CHANGE ORDERS? N/A
3. WHO WAS RESPONSIBLE FOR CHANGE ORDER? N/A
4. WERE THERE ANY COST OVERRUNS? None
5. HOW DID THIS EFFECT THE FINAL COST OF THE PROJECT? N/A

F. RECOMMENDATION:

1. WOULD YOU USE THIS CONTRACTOR AGAIN, AND WHY? Yes, MSI had top notch equipment, and wanted to do quality work themselves, and easy to communicate with
2. WOULD YOU RECOMMEND THE CONTRACTOR FOR THIS PROJECT? Yes

G. WORKING RELATIONSHIP:

1. WAS THE CONTRACTOR FAIR TO WORK WITH AND GET ALONG WITH? Yes
2. WHO MADE THIS RELATIONSHIP WORK/NOT WORK? MSI was always in communication, which made things very easy

H. PROJECT OPERATIONS:

1. HOW WELL DID THE CONTRACTOR MAINTAIN WEEKLY CONSTRUCTION CLEANUP? Yes, did a great job of cleaning up the road for the residents at the end of day
2. DID CONTRACTOR CONDUCT WORK IN A WORKMANLIKE MANNER? Yes
3. DID THE CONTRACTOR ENCOURAGE AND MAINTAIN A SAFE WORK ENVIRONMENT? Yes, VOSHA even made a site visit and had no issues or complaints.

ANALYSIS OF BID

MSI SITEWORK

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

Contacted by: Reed Winter on 09/13/2024

4. COMMENT ON THE QUALITY OF THE WORK THROUGHOUT THE PROJECT AND THE FINAL PRODUCT. Did good work,

I. COMMENTS:

1. IS THERE ANYTHING ELSE THAT YOU WOULD LIKE TO SAY ABOUT THE CONTRACTOR? Just great to work with and hopes they are the low bidder on all of their upcoming work. The residents along Best Street ha no complaints.

4. FINANCIAL DATA

Union Bank

September 9, 2024

Reed Winter
Aldrich +Elliott, PC
6 Market Place, Suite 2
Essex Jct., VT 05452

Re: MSI Sitework

Dear Mr. Haddad:

This letter will serve to confirm that Union Bank has had a commercial deposit relationship with MSI Sitework and affiliated businesses, since 2009.

MSI Sitework maintains corporate deposits with the bank in the \$50,000 range. They also have access to a line of credit in the \$1,500,000 range.

All Deposit and loan account relationships have been per the terms of our agreements. We consider them to be a very good customer of the bank.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. D. C.', followed by a long horizontal flourish.

Kevin DeCausemacker
AVP – Commercial Loan Officer

CITY OF NEWPORT
BLUFF ROAD PUMP STATION STORAGE TANK
CONTRACT NO. 1
RFI-259

ANALYSIS OF BID
MSI SITEWORK

FINANCIAL DATA

September 9, 2024

A. BANK: Union Bank
B. CONTACT: Kevin DeCausemacker
Tel: 802-878-7919
Fax: Email: kdecousemacker@ublocal.com
C. HOW LONG HAVE YOU BEEN DOING BUSINESS WITH CONTRACTOR:
Customer since 2009
D. AVERAGE BALANCE DEPOSIT ACCOUNT(S):
\$51,820
E. HAVE THEY HANDLED ALL ACCOUNTS AS AGREED:
Yes
F. DO THEY HAVE A LINE OF CREDIT:
Yes
G. COMMENTS:
Strong customer
H. REQUEST REFERENCE LETTER:

5. PROOF OF ADVERTISEMENT FOR BIDS

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 11:00 AM local time on August 28, 2024. The project consists of the addition of a new 8' diameter precast concrete wet well and a new 12" 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 indicted in the Bid Form.

Bids shall be sent electronically by 11:00 AM, August 28, 2024 to all the following addresses:

jbooth@aeengineers.com

aarsenault@aeengineers.com

jonathan.delabruere@newportvermont.org

thomas.bernier@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 **11:00 AM** 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 12" 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 11:00 AM local time on August 15, 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 State ARPA 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. Vermont Prevailing Wage Rates as determined under the Davis-Bacon Act
4. Attachment C: Standard State Provisions for Contracts and Grants-Item 19

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: August 7, 2024



34 School Street • Littleton, NH 03561 • Phone 603-444-4111 • Fax 603-444-1343 • www.horizonsengineering.com

Project No. 240743
City of Newport – Stormwater Permits
September 13, 2024

AGREEMENT FOR CONSULTING SERVICES

1. CLIENT

This Agreement is between the City of Newport, VT, Attn: Jonathan Delabruere, 222 Main St., Newport, VT 05855, 802-334-2124, jonathan.delabruere@newportvermont.org (Client), and Horizons Engineering, Inc. (Horizons), headquartered in Littleton, New Hampshire.

2. PROJECT UNDERSTANDING

The Client would like assistance in preparing Stormwater Engineering Feasibility Analysis' as required for 3-Acre Sites under the Vermont Clean Water Act at the below listed sites.

- City of Newport Recycling Facility (651 Coventry Street, Parcel ID 150004)
- Gardner Memorial Park (129 Gardner Park Road, Parcel ID 126063)
- Newport Sewerage Treatment Plant (94 T P Lane, Parcel ID 127001)
- Prouty Beach (388 Prouty Beach Road, Parcel ID 112003)
- Lake Memphremagog Views (Memphremagog Views, Parcel ID 135001)

The initial scope of work will include survey, impervious area calculations, development of a conceptual approach to stormwater management, and assistance in discussing the stormwater permit compliance approach with the Department of Environmental Conservation staff. Upon completion of this scope of work and acceptance by the Client, we will prepare a scope and fee to complete the work required for final design and stormwater permit application preparation. The Client will be responsible for application fees directly.

3. SCOPE OF SERVICES

Horizons proposes to provide the following services in accordance with current, accepted practices.

- A. Existing Conditions Survey Plan: We have partial and neighboring surveys for most of the sites and will build upon those files to prepare existing conditions plans for each site. We anticipate a day of field survey on average for each site and will compile our existing data and the newly surveyed data into a base plan to be used for stormwater design and

Horizons Engineering, Inc.

MAINE • NEW HAMPSHIRE • VERMONT

permit application preparation. We have not included underground utility location or boundary survey outside of readily accessible property corner locations.

- B. Concept Development: We will complete impervious surface calculations for each Site to confirm three acres or more of the Site is impervious. Upon confirmation of the impervious surfaces, we will review the survey plan and Site conditions, and will prepare a concept plan showing potential stormwater treatment and detention measures. We will review the concept with the Client to discuss various options and to gain consensus on the stormwater measure(s) that are preferred. Meeting time will be completed in the Meetings & Coordination task.
- C. Meetings & Coordination: We will attend project meetings in person or by conference as requested. We have included one remote meeting with the Client and one remote meeting with DEC staff. We will attend in-person meetings if requested. Travel and meeting time will be billed on a time plus reimbursable expense basis as described in the Fee section.
- D. Contact with VT Stormwater (Site 5): This site will be evaluated and discussed with Vermont Stormwater on the necessity to perform a feasibility analysis. This site features a city owned road and multiple private single-family properties. Past permitting may have led this site to be included on the 3-acre list mistakenly. A letter will be written to VT Stormwater discussing the issues and difficulties with coordination, a need for a permit, and funding deficiencies. We will complete coordination, discussion and attend meetings as necessary to obtain a determination from Vermont Stormwater on the permitting requirements of this site.

Available Additional Services

We anticipate the following items may be needed but have not included them in our proposed scope of services. If requested, we will provide a scope and fee for these services or recommend local consultants to contract directly with the Client.

1. Boundary survey.
2. Redesigns or changes made to the original concepts after approval by the client.
3. Underground utility investigation or location.
4. Wetland delineation.
5. Final design.
6. Permit application preparation.
7. Coordination with abutters.
8. Test pit observation or infiltration testing.

4. SCHEDULE

We will begin work within 60 days of receipt of the signed agreement.

5. FEE

1. City of Newport Recycling Facility (651 Coventry Street, Parcel ID 150004)

A. Existing Conditions Survey Plan	Lump Sum Fee	\$3,000
<u>B. Concept Development</u>	<u>Lump Sum Fee</u>	<u>\$3,500</u>
TOTAL LUMP SUM FEE		\$6,500

C. <u>Meetings & Coordination</u>	<u>Estimated Fee</u>	<u>\$900</u>
TOTAL ESTIMATED FEE		\$900

2. Gardner Memorial Park (129 Gardner Park Road, Parcel ID 126063)

A. Existing Conditions Survey Plan	Lump Sum Fee	\$4,000
<u>B. Concept Development</u>	<u>Lump Sum Fee</u>	<u>\$5,500</u>
TOTAL LUMP SUM FEE		\$9,500

C. <u>Meetings & Coordination</u>	<u>Estimated Fee</u>	<u>\$1,200</u>
TOTAL ESTIMATED FEE		\$1,200

3. Newport Sewerage Treatment Plant (94 T P Lane, Parcel ID 127001)

A. Existing Conditions Survey Plan	Lump Sum Fee	\$4,000
<u>B. Concept Development</u>	<u>Lump Sum Fee</u>	<u>\$4,000</u>
TOTAL LUMP SUM FEE		\$8,000

C. <u>Meetings & Coordination</u>	<u>Estimated Fee</u>	<u>\$900</u>
TOTAL ESTIMATED FEE		\$900

4. Prouty Beach (388 Prouty Beach Road, Parcel ID 112003)

A. Existing Conditions Survey Plan	Lump Sum Fee	\$5,000
<u>B. Concept Development</u>	<u>Lump Sum Fee</u>	<u>\$6,500</u>
TOTAL LUMP SUM FEE		\$11,500

C. <u>Meetings & Coordination</u>	<u>Estimated Fee</u>	<u>\$1,200</u>
TOTAL ESTIMATED FEE		\$1,200

5. Lake Memphremagog Views (Memphremagog Views, Parcel ID 135001)

A. <u>Meetings & Coordination</u>	<u>Estimated Fee</u>	<u>\$800</u>
TOTAL ESTIMATED FEE		\$800

Horizons Engineering, Inc.

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TOTAL LUMP SUM & ESTIMATED FEE **\$40,500**

Time will be billed on a Lump Sum Fee and Estimated Fee basis as described above. Invoice payments may be sent to our Littleton, NH office at 34 School Street, Littleton, NH 03561. Check should be made out to Horizons Engineering, Inc. We also accept credit card payments online through our website at www.horizonsengineering.com.


Permit application, registry, and other fees have not been included and will be paid for by the Client separately. If Horizons pays a fee, we will add a 20% administrative markup and will include it as an additional expense on our invoice.

Full execution of this agreement requires receipt of a \$10,000 deposit and signed agreement. We accept checks or credit card payments as described above.

6. CONDITIONS FOR ENGAGEMENT

This agreement is valid for 14 days. The attached Standard Conditions for Engagement are considered to be part of this Agreement.

ACCEPTED AND AUTHORIZED TO PROCEED



William T. Davis
Horizons Engineering, Inc

Vice President

Title

September 13, 2024

Date

Client

Title (if applicable)

Date

Z:\Proposals\Proposals 2024\240743 City of Newport - Stormwater Permits\Internal\Proj Mgmt\Proposal-Agreement

Current Standard Rates

Vice President	\$	200/hour
Engineer I	\$	105/hour
Engineer II	\$	120/hour
Engineer III	\$	135/hour
Senior Engineer	\$	145-200/hour
Project Manager I	\$	130/hour
Project Manager II	\$	150/hour
Project Manager III	\$	170/hour
Senior Project Manager	\$	180-220/hour
Surveyor I	\$	80/hour
Surveyor II	\$	95/hour
Surveyor III	\$	110/hour
Senior Surveyor	\$	115-150/hour
Survey Manager	\$	120-170/hour
Survey Equipment Charge	\$	120/day
Plan Copies	\$	4/page
Mileage	\$	0.804/mi

****BILLING RATES ARE SUBJECT TO CHANGE****

HORIZONS ENGINEERING, INC.

STANDARD TERMS AND CONDITIONS FOR ENGAGEMENT OF SERVICES

These conditions are considered a part of the Agreement between the Client and Horizons Engineering, Inc. ("HE").
HE Terms and Conditions, Rev 02/2020

FEE: Client agrees to pay the fee stated in the Agreement for the performance of HE's scope of services. Payment is due and payable within fifteen (15) days of the date of invoice. Lump sum work will be invoiced based upon an estimate of percent complete as determined by HE. Hourly services will be invoiced monthly on a time, materials, and expense basis.

COLLECTIONS: Client shall pay interest at a rate of 1.5% per month on all unpaid amounts after thirty (30) days. Client agrees to pay all costs and expenses incurred by HE in connection with collection of any amounts owed to HE including, without limitation, all attorneys' fees and costs incurred to enforce any of the terms of the parties' Agreement, whether or not suit is initiated.

COST ESTIMATES: If HE has provided an estimate for the cost of its services, Client agrees that such an estimate is not a guaranty or warranty and that HE does not control the cost of labor, materials, or construction. Client understands that fees and costs may exceed any estimates provided by HE.

RIGHT OF ENTRY: By accepting these terms, Client is affirming that it is the owner of the property on which HE's services are to be performed and is allowing HE access to the property to complete its work, or that Client has the express permission of the owner of the property to allow HE access to perform its services. HE is not responsible for damages to the property or to anything on the property caused through normal and customary execution of HE's work, and Client hereby waives all potential claims for such damage.

SCOPE OF SERVICES: The scope of services that HE is to provide is defined by and limited to the written scope outlined in the Agreement between the parties. Any changes to HE's scope of service must be made in a writing signed by both parties.

WARRANTY DISCLAIMER: HE will perform its services in accordance with the applicable standard of care, but does not otherwise warrant or guaranty its work expressly disclaims any such warranties and any other express or implied warranties.

INSTRUMENTS OF SERVICE: Any drawings, documentation, information produced, or other work product generated by HE shall be considered HE's instruments of service and shall remain the property of HE. These instruments of service may not be used for any other projects or clients or otherwise reused, modified, or altered in any way without HE's written permission. Any reuse, modification, or reproduction of HE's instruments of service shall be at the Client's sole risk and Client agrees to indemnify and hold HE harmless from all claims, damages, loss and expenses including attorneys' fees and costs of defense and settlement arising out of such reuse, modification, or reproduction by Client or others acting through or on behalf of Client.

ELECTRONIC FILES FOR CONVENIENCE: HE may at its sole discretion provide electronic copies or versions of information or instruments of service, but Client agrees that if done, it is solely for Client's convenience and that Client may only rely upon printed hard copies of HE's instruments of service that have been signed and sealed by HE. The hard copy documents bearing HE's signature and seal are the controlling instruments of service. Any use, reuse, dissemination or reproduction of any electronic files or information provided by HE shall be at the Client's sole risk and Client agrees to indemnify and hold HE harmless from all claims, damages, loss and expenses including attorneys' fees and costs of defense and settlement arising out of the use of such electronic information by Client or others acting through or on behalf of Client.

LIMITATION OF LIABILITY: Client agrees to limit the liability of HE, its owners, employees, consultants and agents for any damages for all claims, disputes or other matters arising out of or relating to this Agreement, under any legal theory, such that the total aggregate liability, including legal fees and expenses, shall not exceed the amount paid to HE for services rendered to Client.

WAIVER OF CONSEQUENTIAL DAMAGES: Client waives consequential damages for all claims, disputes or other matters arising out of or relating to the parties' Agreement or HE's work for Client.

LIMITATION PERIOD: Any legal action arising out of or relating to the parties' Agreement or HE's work for Client must be commenced within one (1) year from the date when HE completes its work under this Agreement, or when HE last performs any work for Client under this Agreement, whichever event is earlier. Failure to bring such an action within this time period shall be a complete bar to any claims against HE arising out of HE's work for Client or this Agreement, and shall be a waiver of any such claims.

WAIVER OF ENVIRONMENTAL LIABILITY: Client agrees and acknowledges that HE has not contributed to the presence of hazardous materials, waste, or pollutants at the site and that HE's work will not involve any such materials. HE assumes no liability or responsibility for the known or unknown presence of such materials, and HE's scope of work does not include discovering, uncovering, reporting, or in any way addressing hazardous materials, waste, pollutants, or any other environmental issues. HE makes no warranties or guarantees as to whether a site has or is clean of contamination, and HE's scope of service does not include advising Client on such issues or whether to purchase, occupy, or use a property.

Horizons Engineering, Inc.

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INDEMNIFICATION: Client agrees to indemnify and hold HE harmless from all claims, damages, loss and expenses, including attorneys' fees and costs of defense and settlement, arising out of or associated with HE's work for Client or HE's work at Client's site, unless such claims are the result of HE's sole negligence or sole misconduct.

LESS THAN CUSTOMARY ENGINEERING SERVICES: Client understands that it is customary for the engineer responsible for the design of a project to be retained to provide services during the construction phase of a project to interpret the design intent, monitor construction for conformity with design, and to render guidance with respect to changes or deviations from the design. If these construction services are not included within HE's written scope of service with Client, then Client agrees indemnify and hold HE harmless from all claims, damages, loss and expenses, including attorneys' fees and costs of defense and settlement, arising out of or associated with interpretation of HE's instruments of service or design by Client or others.

SUSPENSION OF SERVICES: If HE's services are suspended, by Client or otherwise, for more than ten (10) calendar days, consecutive or in the aggregate over the term of this Agreement, HE shall be immediately compensated for all services performed and all expenses incurred for Client. Upon resumption of services, Client shall compensate HE for any expenses incurred as a result of the suspension and resumption of its services, and HE's schedule and fees for the remainder of the work under this Agreement shall be equitably adjusted. If HE's services are suspended for more than twenty (20) calendar days, consecutive or in the aggregate, HE may terminate this agreement upon giving five (5) calendar days' notice to Client. If Client is in breach of payment terms or otherwise is in material breach of this Agreement, HE may immediately suspend performance of services. HE shall have no liability to the Client, and Client shall make no claim or any delay or damages as a result of such suspension caused by any breach of the Agreement by Client. Upon receipt of payment in full of all outstanding sums due from Client, or curing of such breach that caused HE to suspend services, HE may, at its sole discretion, resume services and if so there shall be an equitable adjustment to the remaining work schedule and fees as a result of the suspension.

TERMINATION: This Agreement may be terminated by either party upon not less than ten (10) days' written notice. In the event of termination of this Agreement by either party, Client shall within fifteen (15) days of termination pay HE for all services rendered and all costs or expenses incurred by HE through the date of termination. Should this Agreement be terminated, HE's shall not be required to perform any additional services, but the remaining aspects of the Agreement shall survive termination.

DISPUTE RESOLUTION: Any claim, dispute, or other matter in question arising out of or related to this Agreement or HE's work thereunder shall be subject to mediation as a condition precedent to the initiation of legal proceedings by either party. Such mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect, unless the parties agree otherwise. If such matter concerns a lien arising out of HE's services, HE may proceed in court prior to mediation in order to comply with lien notice or filing deadlines. Request for mediation shall be filed in writing with the other party, and may be made concurrently with the filing of legal proceedings with shall then be stayed to allow mediation to proceed. The parties shall share the mediator's fees and any other mediation expenses equally, and mediation shall be held in Littleton, New Hampshire unless the parties agree otherwise.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Hampshire, without regard to its conflict of law principles.

ASSIGNMENT: Neither party may assign or transfer any obligations or rights under this Agreement without the prior written consent of the other party.

SEVERABILITY: If any term or provision of this Agreement shall be held invalid, such term or provision shall be ineffective to the extent of such invalidity without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement.

FORCE MAJEURE: HE is not liable for any loss, damage or delays which result from flood, fire, acts of God or War, civil unrest, strikes, lockouts or any other cause beyond its control.

MODIFICATION OF AGREEMENT: Any modifications or amendments to this Agreement must be set forth in writing signed by both parties to be effective.

VENUE: The parties agree that any disputes between them relating to this Agreement or HE's work thereunder shall be exclusively resolved in the courts of competent jurisdiction in the State of New Hampshire, and the parties expressly submit themselves to the jurisdictions of the courts of New Hampshire. Notwithstanding the above, HE may avail itself of the courts of other jurisdictions to obtain injunctive or equitable relief, or to collect upon any money owed or to enforce any judgment obtained in New Hampshire.

NO THIRD-PARTY BENEFICIARIES: The parties agree that this Agreement shall be for the sole and exclusive benefit of HE and Client. Nothing in this Agreement is intended to or shall be construed to confer upon or give any other parties any rights, remedies, or claims under this Agreement.



August 22, 2024

City of Newort VT
222 Main St
Newport, VT 05855

Dear Jim,

Thank you for the opportunity to provide you with pricing for a Line of Credit to assist in the completion of the Water Tower Project. We are pleased to offer the following:

Fixed rate of 5.56% through 6/30/2025 on \$2,000,000.00

Interest will be billed monthly and principal will be due at maturity.

This offer is subject to the following conditions:

- Passumpsic's normal underwriting requirements. As such,
- Documentation confirming the borrowing qualifies as tax exempt
- A copy of the warning and the certified results of the Town Meeting Minutes where the spending/borrowing was approved
- A certified copy of the minutes of the recent meeting approving the borrowing with the Bank
- A copy of the construction contract and payment schedule as well as evidence of City outlays for the project to date
- Disbursements from this LOC will require submission of invoices for work completed prior to release of funds.

If not accepted, this offer expires on September 30, 2024.

As always, we appreciate the opportunity to work with the City on this project. Please do not hesitate to contact me with any questions you may have.

Sincerely,

Ellen Stanley
Vice President



James Johnson <james.johnson.clerk@newportvermont.org>

LOC Water Tower

Ellen Stanley <estanley@passumpsicbank.com>

Fri, Sep 6, 2024 at 8:24 AM

To: James Johnson <james.johnson.clerk@newportvermont.org>

Good Morning Jim,

We will honor the same rate for the Water Tower if the loan amount needs to increase to \$2.4M. Let me know and I can send a revised bid if you would like.

Thank you.
Ellen

Ellen Stanley | VP, Commercial Banker**Passumpsic Bank** | estanley@passumpsicbank.com

1 Gardner Street | Newport, VT 05855

toll free: 800-370-3196 | direct: 802-334-8506 | mobile: 802-535-7250

www.passumpsicbank.com

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September 5, 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 repairs and upgrades to the City's Water Tower. It's our understanding the City is looking for financing not to exceed \$2,400,000.00. We can offer the following options.

Option 1

10-year: Closed-end Line of Credit to Term Loan amount up to \$2,400,000.00.

The rate would be fixed at 5.910%, and the maximum draw-down period would be 12 months. Interest will be due at the first anniversary of the loan, September 15, 2025. **On September 16, 2025, the outstanding balance will convert to principal and interest payments for the remaining term. If the line is fully drawn, the approximate annual payment would be \$351,476.03 with final payment due September 15, 2034.** Semi-annual payments can be accommodated. With this type of closed-end line of credit, the funds are drawn as needed and interest is paid only on the amount drawn from the line. The annual interest rate on this type of note is computed on an Actual/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. During the first 12 months the funds can be transferred as needed at no cost with CNB's online banking platform.