

**Town of Pomfret
 Selectboard Special Meeting Agenda
 Town Offices
 5218 Pomfret Road, North Pomfret 05053
 November 22, 2023, 6:00 pm**

Zoom instructions below

Business Items	
1. Call to Order	6:00 pm
2. Agenda Review	
3. Public Comment	
4. FY 2025 Budget Discussion a. Highway Department b. Fire Department	6:05 pm 7:30 pm
5. Items for Discussion or Vote a. Loader RFP b. Structures Grant (Wild Apple Road Culvert Replacement) c. Warrants d. Approval of November 15, 2023 Minutes	8:30 pm
6. Possible Executive Session – Contracts; Employee Agreements	
7. Additional Items for Discussion or Vote a. Settlement Agreement (23-ENV-00092)	9:30 pm
8. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	
9. Adjournment	
<i>Time frames are approximate. Members of the public wishing to attend for specific business items are encouraged to arrive before the time indicated.</i>	

Zoom Instructions

- Computer or Smartphone <https://zoom.us/j/95395079923?pwd=ZjBEed3ZuZWgvWmx2M0tpOE8zbjg2dz09>
- Mobile Phone +19292056099,,95395079923#,,#,306922#
- Landline or Mobile Phone (301) 715 8592, followed by Meeting ID 953 9507 9923 and Password 306922

**Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053**

REQUEST FOR QUOTE

FOR A

WHEEL LOADER

ISSUE DATE: November 15, 2023

QUESTIONS DUE BY: December 1, 2023

QUOTE DUE BY: 2:00 pm, Monday, December 18, 2023

**TOWN CONTACT: Steve Chamberlin, Pomfret Selectboard
E-MAIL: steve.chamberlin.pomfretvt.us
PHONE: (802) 763-7820
FAX: (802) 763-7820**

1. OVERVIEW

- a. SCOPE: Through this Request for Quote (hereinafter the "RFQ") the Selectboard of the Town of Pomfret, Vermont (hereinafter the "Town") is seeking to establish a contract with a company that will provide a wheel loader in the below configuration.
- b. SINGLE POINT OF CONTACT: All communications concerning this RFQ are to be addressed to the Town Contact listed on the front page of this RFQ. Actual or attempted contact with any other individual from the Town concerning this RFQ is strictly prohibited and may result in disqualification
- c. QUESTION AND ANSWER PERIOD: Any vendor requiring clarification of this RFQ or wishing to comment on any requirement of the RFQ must submit specific questions in writing or by email no later than the deadline for questions indicated on the first page of this RFQ. Questions or comments not raised in writing or by email on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the Town's responses will be posted on the Town's web site <https://pomfretvt.us>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.

2. GENERAL REQUIREMENTS

- a. All equipment pricing that the Bidder wishes the Town to consider must be submitted in writing.
- b. All equipment pricing is to include F.O.B. delivery to 100 LaBounty Road, North Pomfret, VT 05053. No charges for packing, shipping, delivery or for any other purpose will be allowed over and above the price quoted.
- c. The Town shall have the authority to evaluate Responses and select the Bidder as may be determined to be in the best interest of the Town and consistent with the goals and performance requirements outlined in this RFQ. The Town reserves the right to accept or reject any and all bids, in whole or in part, with or without cause.
- d. The Town reserves the right to obtain clarification or additional information necessary to properly evaluate proposals. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal.

- e. Bidders may be asked to give a verbal presentation of their proposal after submission.
- f. The selected Bidder will be expected to sign a contract with the Town. The contract will obligate the Bidder to provide the services and/or products identified in its bid, at the prices listed.

3. CONFIDENTIALITY

All responses received will become part of the contract file and will become a matter of public record. If the response includes material that is considered by the Bidder to be proprietary and confidential under the State's Public Records Act, 1 V.S.A. § 315 et seq., the Bidder shall submit a cover letter that clearly identifies each section of the response that it believes is proprietary and confidential and an explanation as to why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c). Additionally, the Bidder must include a redacted copy of its response for portions that are considered proprietary and confidential. Redactions must be limited so that the Town may understand the nature of the information being withheld. Under no circumstances can the entire response be marked confidential, and the Town reserves the right to disqualify responses so marked.

4. EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS

If the Bidder wishes to propose an exception to any terms and conditions set forth in this RFQ, such exceptions must be included in a cover letter to the RFQ response. Failure to note exceptions when responding to the RFQ will be deemed to be acceptance of the Town terms and conditions. If exceptions are not noted in the response to this RFQ but raised during contract negotiations, the Town reserves the right to cancel the negotiation if deemed to be in the best interests of the Town.

5. REFERENCES

The Bidder shall provide the names, addresses, phone numbers and contact names who can talk knowledgeably about performance of at least three companies with whom it has transacted business in the last 24 months.

6. CERTIFICATE OF COMPLIANCE

The bidder must complete, sign and submit the Certificate of Compliance.

7. DELIVERY SCHEDULE

The bidder must complete, sign and submit the Delivery Schedule.

8. PRICE SCHEDULE

The bidder must complete, sign and submit the Price Schedule.

9. SUBMISSION INSTRUCTIONS

- a. Responses (hereinafter the “bid”) may be either paper copy or electronic copy in PDF format.
- b. For paper copies:
 - i. **Bidders must submit one (1) printed copy of the bid.**
 - ii. All bids must be sealed and be addressed to the **Town of Pomfret, Steve Chamberlin, 5218 Pomfret Rd, North Pomfret, Vt 05053.**
 - iii. Bid envelopes must be clearly marked to show:
 1. “Sealed Bid for Town of Pomfret, VT “ Wheel loader”
 2. “Bid opening to be 7 pm Wednesday, December 20, 2023”
 3. The name of the bidder
 - iv. Sealed bids must be received, and time stamped by the Pomfret Town Clerk by 2 pm Monday, December 18, 2023. Bids not in received and time stamped by said time will not be accepted.
 - v. Sealed bids may be delivered by the following:
 1. U.S. POSTAL SERVICE: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Town Clerk prior to the time of bid closing.
 2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFQ designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the Town until the express delivery package has been received and time stamped by the Town Clerk.
 3. HAND DELIVERY: Hand carried bids shall be delivered to the Town Clerk.
- c. For electronic copies
 - i. Bidders must submit one (1) electronic copy of the bid in PDF format.
 - ii. All bids must be attached to an email addressed to **clerk@pomfretvt.**
 - iii. The subject line of the email should read: **“2023 Bid for a Wheel loader”**
 - iv. Upon receipt of a bid in electronic format, the Town clerk will print a hardcopy of the email and the attachment, place them in a sealed envelope marked “Motor Wheel loader Bid” and time stamp same.
 - v. Electronic bids must be received, and time stamped by the Pomfret Town Clerk by 2 pm Monday, December 18, 2023. Bids not in received and time stamped by said time will not be accepted.
- d. Pomfret Town Clerk office hours are Monday, Wednesday and Friday 8:30 am to 2 pm. **Any delay deemed caused by Security Procedures and courier/mail delivery service will be at the Bidder’s own risk**

10. BID OPENING

- a. All bids will be publicly opened by the selectboard at 7:00 pm on Wednesday, December 20, 2023 during a public selectboard meeting. Instructions for attending the public selectboard meeting will be published on the Town website, <https://pomfretvt.us>. Typically, the Selectboard will open the bid, read the name and address of the Bidder, and read the bid amount found on the price schedule. Bid results are a public record. However, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.
- b. The contract will be awarded at a later date following a full review of all bids.

**Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053**

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the Bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, Bidder understands that this paragraph might be used as a basis for litigation.

- B. **CONTRACT TERMS:** Bidder hereby acknowledges that it has read, understands and agrees to the terms of this RFQ, and any other contract attachments included with this RFQ.

Bidder Name: _____ Contact Name: _____

Address: _____

Telephone: _____ Fax Number: _____ E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053

PRICE SCHEDULE FOR A MOTOR WHEEL LOADER

Manufacturer _____ Model _____

List Price _____ Less Trade-in _____ Net Price _____

Optional Financing: Annual payment _____ No. of Payments _____

Standard Equipment (attach additional sheets if needed)

Selected Equipment (attach additional sheets if needed)

Bidder Name: _____ Contact Name: _____

Address: _____

Telephone: _____ Fax Number: _____ E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053

DELIVERY SCHEDULE FOR A WHEEL LOADER

1. At the time of delivery the vehicle must meet the following conditions:
 - a. Be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the Town.
 - b. Meet California emission standards
 - c. Be equipped to meet all requirements of the Vermont Department of Motor Vehicles to be registered
 - d. The vendor must supply:
 - i. A written title to the Town of Pomfret, VT
 - ii. A specification sheet indicating the make, model and serial number of the vehicle
 - iii. A cut sheet detailing the standard and selected equipment on the vehicle
 - iv. The manufacturer's standard quantity of keys and FOBs that normally are included with the vehicle.
 - v. All necessary paperwork needed to register the vehicle
 - vi. A written manufacturer warranty based on commercial use
 - vii. Two copies of the operating manual
 - viii. Two copies of the parts manuals for all installed components
2. The vendor must supply five (5) business days' notice prior to delivery.
3. The vehicle must be delivered to 100 LaBounty Road, North Pomfret, VT 05053 Monday through Friday between 7:00 am and 3:00 pm.

Number of business days for delivery after receipt of the order: ____ days

Bidder Name: _____ Contact Name: _____

Address: _____

Telephone: _____ Fax Number: _____ E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

**Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053**

SPECIFICATIONS FOR A WHEEL LOADER

The Town of Pomfret, Vermont is soliciting bids for a complete turn-key WHEEL LOADER. All components must be of rugged design and construction throughout and conform to the high standards of strength, quality and workmanship that are expected of the industry. The vehicle provided shall have standard equipment normally provided, and not superseded by these specifications. The vehicle must have a 7-year warranty.

The vehicle should be equipped with following features

- Minimum 150 HP motor
- High lift arms
- 3 yard bucket
- Quick attach to fit john deere forks and bucket
- Bucket float return to center
- Floor to ceiling glass
- Head windshield
- 4 windows that open on sides
- Heated mirrors
- Am/FM radio
- Blue tooth
- Strobe lights {mounted on rear with tail lights and on front of cab}
- Front and rear cameras
- Back up alarm switch
- Back up led lights
- Steps on both side of cab
- Two way radio hook up/antenna hook up
- Horn
- Sun visor
- All led lights
- Light bar on front
- Two additional work lights on front
- 4 lights on rear
- Hydraulic remotes for front
- Reversible fan

- Tow pin on rear
- Shovel holder
- Easy service
- Fire extinguisher
- License plate holder
- Snow tires
- Tinted glass
- High quality seat

ADDITIONAL PRICING

Travel rate

Shop rate

On site rate

Emergency rate

Warranty options and pricing

Scales

**STATE OF VERMONT
STANDARD GRANT AGREEMENT**

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the **Town of Pomfret, a US Local Government** with its principal place of business at **5218 Pomfret Rd, North Pomfret, VT 05053**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for financial assistance to a municipality under 19 V.S.A. § 306(e) for maintenance, including actions to extend life expectancy, and construction of bridges, culverts, and other structures, including causeways and retaining walls, intended to preserve the integrity of the traveled portion of class 1, 2, and 3 town highways.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **28** pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement
Grant Agreement Part 1 – Grant Award Detail
Attachment A - Scope of Work
Attachment B - Payment Provisions
Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
Attachment D - Other Provisions
Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

4. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment D – Other Provisions
 - 3) Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
 - 4) Attachment A – Scope of Work
 - 5) Attachment B – Payment Provisions
 - 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

State of Vermont
Agency of Transportation

Grantee:
TOWN OF POMFRET

Date: _____

Date: November, 20, 2023

Signature: _____

Signature: _____

Name: Joe Flynn

Name: John Peters Jr.

Title: Secretary of Transportation

Title: Selectboard Chair

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: BC2299		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Town Highway Structures Program - FY24			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$200,000.00	⁶ Total Award Amount: \$200,000.00
⁷ Award Start Date: Jul 01, 2023		⁸ Award End Date: Dec 31, 2025	⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
¹⁰ Vendor #: 0000040729	¹¹ Grantee Name: Town of Pomfret		
¹² Grantee Address: 5218 Pomfret Rd			
¹³ City: North Pomfret		¹⁴ State: VT	¹⁵ Zip Code: 05053
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	¹⁹ Match/In-Kind: \$ 10% Description: LOCAL SHARE		
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: EUE8ZZ1LLGV6		²² Indirect Rate: <u> N/A </u> % <small>(Approved rate or de minimis 10%)</small>	²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
²⁴ Grantee Fiscal Year End Month (MM format): 06		²⁵ R&D: <input type="checkbox"/>	
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):			

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$200,000.00	\$200,000.00	Transportation Fund

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$200,000.00	\$200,000.00			

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME: Christopher Bump TITLE: District 4 PHONE:Cell (802) 356 - 7678 EMAIL: chris.bump@vermont.gov</p>	<p>GRANTEE</p> <p>NAME: Emily Grube TITLE: Chair selectboard PHONE:Office: (802) 457 - 2994 EMAIL: Emily.Grube@pomfretvt.us</p>
--	---

**ATTACHMENT A
SCOPE OF WORK**

The Grantee hereby certifies as follows:

- a. The Grantee has funds available to finance the local share of the project during the Grant period.
- b. The Grantee has adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Grantee has adopted codes and standards which meet these minimum requirements, the Grantee further certifies that the municipality follows and adheres to those adopted codes and standards.
- c. The Grantee has an Infrastructure Study (three years or less old) which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1,2, and 3 town highways, and estimated cost of repair.
- d. The Grantee has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans' district office.
- e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for a 90% State share, not to exceed the total award amount stated on the Part 1 – Grant Award Detail.
- f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for an 80% State share, not to exceed the total award amount stated on the Part 1 – Grant Award Detail.
- g. The Town/Municipality has completed the Environmental Resource checklist in the grant application.



VERMONT

AGENCY OF TRANSPORTATION

FY 2024 Municipal Highway Grant Application

APPLYING FOR: Structures Class 2 Roadway Emergency

MUNICIPALITY: Pomfret MUNICIPAL CONTACT (name): John Peters Jr

MAILING ADDRESS: 5218 Pomfret Rd., North Pomfret VT 05053

Phone: (802) 457-3861 E-Mail: john.peters@pomfretvt.us

ACCOUNTING SYSTEM: Automated Manual Combination

SAM #: EUE8ZZ1LLGV6 Grantee FY End Month (mm format): 06

DISTRICT CONTACT (name): Chris Bump

Phone: (802) 356-7678 E-Mail: Chris.bump@vermont.gov

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

Location of Work. The work described below involves the following town highway / structure:

TH# 33, (Name) Wild Apple Road which is a class 3 town highway.

Bridge # 0, which crosses Un-named Tributary to Barnard Brook

Culvert # 15, for which the original size was Twin 48" and the replacement size is 15' Soan

Causeway: _____

Retaining Wall: _____

Latitude: 43.6872

Longitude: -72.5059

MM (If Available): _____

Problem:

Culverts are antiquated, undersized, and in need of replacement.

Reason For Problem:

Age and high water events.

Proposed Scope of Work:

Given the shallow ledge present at site, a rigid frame precast concrete culvert (3-sided box) is proposed to span the brook, set on cast-in-place concrete footers anchored to ledge. The project will also include roadway construction, guardrails, rock armor, stream bypass, and associated construction activities.

Detailed Cost Estimate (below or attached):

See attached.

Estimated Project Amount: \$ 365,000.00

Estimated Completion Date: 10/01/2024

Municipality has adopted Codes & Standards that meet or exceed the State approved template?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Municipality has a current Network Inventory?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Municipality MUST complete the following environmental resource checklist:			
EXISTING STRUCTURES: (check all that apply)			
<input checked="" type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert		
<input checked="" type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge		
<input type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge		
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge		
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other	<input type="checkbox"/> Masonry Structure		
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work		
<input checked="" type="checkbox"/> Other: The site has a combination of steel tube and laid stone culvert (double barrel).			
PROJECT DESCRIPTION: (check all that apply)			
<input type="checkbox"/> The project involves engineering / planning only	<input type="checkbox"/> The project consists of repaving existing paved surfaces only		
<input type="checkbox"/> The project consists of reestablishing existing ditches only within existing footprint	<input type="checkbox"/> All work will be done from the existing road or shoulder		
<input checked="" type="checkbox"/> The structure is being replaced on existing location / alignment	<input checked="" type="checkbox"/> There will be excavation within 300 feet of a river or stream		
<input type="checkbox"/> New structure on new alignment	<input type="checkbox"/> Repair/Rehab of existing structure		
<input type="checkbox"/> There will be excavation within a flood plain	<input type="checkbox"/> Road reclaiming, reconstruction, or widening		
<input checked="" type="checkbox"/> Tree cutting / clearing	<input checked="" type="checkbox"/> Temporary off-road access is required		
<input type="checkbox"/> New ditches will be established	<input type="checkbox"/> The roadway will be realigned		
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

Below this line to be filled in by VTrans staff:Recommended Award Amount: **\$ 200,000**District Staff Approval: (name) Chris Bump Date: 6/27/2023**Note:**

Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the District staff.

Town of Pomfret
 Wild Apple Road
 Project Cost Estimate - Design through Construction



Wild Apple Road - 15' Span Rigid Frame Culvert

3/28/2023

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
Construction					
1	Mob/Demob/General Conditions (~10%)	1	LS	\$30,000	\$30,000
2	Stream Bypass/Dewater	1	LS	\$10,000	\$10,000
3	Bypass Road Efforts	1	LS	\$0	\$0
4	Site Excavation/Preparation	400	CY	\$30	\$12,000
5	Ledge Removal	30	CY	\$300	\$9,000
6	CIP Concrete Footers	40	CY	\$1,200	\$48,000
7	Rigid Frame Purchase-Transport	1	LS	\$100,000	\$100,000
8	Rigid Frame Set/Install	1	LS	\$50,000	\$50,000
9	Structural Backfill and Road Base Material	300	CY	\$60	\$18,000
10	Stone Armor/Boulder Wingwalls	200	CY	\$70	\$14,000
11	Guardrail and End Treatments	150	LF	\$100	\$15,000
12	Site Restoration	1	LS	\$10,000	\$10,000
Construction Total					\$316,000
Engineering, Management, and Administrative					
1	Design and Permitting (Previously Funded By Town)	1	LS	\$0	\$0
2	Legal/Easements	1	LS	\$1,000	\$1,000
3	Bid and Construction Phase Engineering (~5% of Construction)	1	LS	\$15,000	\$15,000
Eng, Management, Admin Subtotal					\$16,000
Construction + Engineering					\$332,000
Construction Contingency (10%)					\$31,600
Estimated Project Total					\$363,600
USE (2024 Dollars):					\$365,000

- Note
1. Unit costs based on VTrans Average Price List, supplier quotes, and bid information from previous projects.
 2. Assumes Vtrans MAB process does not apply.
 3. As of the date of this estimate, bid pricing in Vermont has been unpredictable and high. Likely causes are limited workforce/contractors, many projects on the market, fuel and material escalation. Projections beyond 2024 should be re-evaluated.
 4. Given location and drainage size, it is assumed Army Corps and VT ANR Streams for Permitting.
 5. Based on feedback from Town, bypass road is note needed as Class 4 section of Wild Apple is passable by emergency vehicles during construction.

Date: 3/14/23

Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053

RE: Hydraulic Study – Wild Apple Road, Culvert ID 14/15
GPS Coordinates: 43.6872 N / -72.5616 W
Waterbody: Un-Named Tributary to Barnard Brook

Project Understanding

East Engineering has completed a hydraulic study for the above referenced site and has summarized the details in subsequent sections of this letter report. A site visit and measurements were completed on 2/22/23 to visually inspect and measure the water body, roadway, and existing structure.

Hydrology

The following physical characteristics describe this drainage basin:

Drainage Area:	1.6 square miles
Land Cover/Use:	Rural, Wooded, Fields.
Stream Channel Slope in Vicinity of Crossing (~200'):	Upstream – 5 % Downstream – 9 %
Percentage of water bodies/wetlands (NLCD 2006):	0.7 %

The following flow rates were obtained from the United States Geological Survey (USGS) StreamStats and are based on several factors including drainage basin and historical precipitation:

Recurrence Interval (Years)	Flow Rate in Cubic Feet Per Second (CFS)	Design Flow
Q2	83	<input type="checkbox"/>
Q25	237	<input checked="" type="checkbox"/>
Q50	291	<input type="checkbox"/>
Q100	351	Check Flow
Q200	417	Additional Check

Channel Morphology

Notes:

Perennial stream. Bedrock/ledge outcroppings at inlet and outlet. Channel follows pool-drop ledge features adjacent to roadway. As is typical of streams with smaller drainage basins, bankfull width measurements varied greatly.

Bankfull Width Calculated ($W = 13.1DA^{0.44}$): 16

Bankfull Width Measured: Upstream - 15 FT / Downstream - 16 FT

Existing Conditions

Structure Type: Laid stone and pipe combo

Structure Condition: Poor

Year Installed: Unk.

Span: ~8'

Headwater to Depth Ratio: >2
(Calculated with FHWA, HY-8)

Compliance with:

- VTrans Hydraulic Manual: NO
- State Stream Equilibrium Standards: NO

Notes: Existing crossing includes twin ~4' culverts.

Replacement Recommendations

The span, geometry, and installation method of the replacement structure should meet several criteria, including:

- Vermont Stream Alteration General Permit
- VTrans Hydraulic Manual Standards
- Aquatic Organism Passage (AOP)
- Army Corps of Engineers – General Permit
- Site Conditions

Based on sizing calculations and regulatory requirements, the following structures could be considered:

Bridge Precast Concrete Culvert Metal Culvert

Minimum requirements of new structure:

Clear Span (FT): 15 Clear Height (FT): 5 Waterway Opening (FT²): 75

Footing Depth: 6' below channel, or scour analysis for open bottom culverts and bridges. Footing/cutoff wall depth to 4' below channel, or scour analysis, for 4-sided culverts.

4-sided culvert fill requirement (VTrans Spec. E-Stone): 24 Depth (Inches)

E1 E2 E3 E4


1. Recommended Structure 1: 15x5 3-sided Precast HW/D Ratio at Q100: 0.7
2. Recommended Structure 2: N/A HW/D Ratio at Q100: N/A
3. Recommended Structure 3 – Any similar structure that meets the minimum requirements of this analysis and site conditions.

Permits to Obtain:

VT ANR Streams VT ANR Wetlands Army Corps of Engineers

General Comments

During final design and permitting of the replacement structure, the calculations and assumptions in this hydraulic study should be verified and re-calibrated if necessary. Please let me know if there are any questions or you need any additional information.

Sincerely,

Tyler Billingsley, P.E.
Engineer / Owner

Cc: Army Corps of Engineers
VT Agency of Natural Resources

**ATTACHMENT B
PAYMENT PROVISIONS**

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Grant Agreement Part 1 – Grant Award Detail of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

A close out report must also be submitted within 45 days of the project completion or end date of the Grant, whichever is first, documenting that the project has been completed and accepted by the Grantee (this is also on the VTrans TA65 form).

If the project is not completed before the end date of the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

All completed forms should be submitted to:

Name: Christopher Bump
Title: District Project Manager
Address: Vermont Agency of Transportation
District 4
223 Beswick Drive
White River Junction, VT 05001

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

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

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

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

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

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

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

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

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

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

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

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

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

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

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

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

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

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).

14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E

The United States Department of Transportation

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*



Issue Date: 01/01/2023

Policy Number: P5102023

Certificate #: 3

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member

Town of Pomfret
 Attn: Ellen DesMeules
 5218 Pomfret Road
 North Pomfret, VT 05053

VLCT Property & Casualty Intermunicipal Fund, Inc.
 89 Main Street Suite 4
 Montpelier, VT 05602

This is to certify that the policies of coverage listed below have been issued to the named member listed 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 coverage afforded by the policies described herein is subject to all the terms, definitions, exclusions, and conditions of such policies. Note that limits shown may have been reduced by paid claims.

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2023 - 01/01/2024	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2023 - 01/01/2024	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2023 - 01/01/2024	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2023 - 01/01/2024	As Per Policy Declarations
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for Automobile Liability, General Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: _____

Town of Pomfret Selectboard
Draft Meeting Minutes
November 15, 2023

Present: John Peters, Benjamin Brickner, Steve Chamberlin, Meg Emmons, Emily Grube

Public: Andy Mann, Nancy Matthews (Auditor), Bill Emmons (Planning Commission), Alan Graham, Becky Fielder (Town Clerk)

1. John called the meeting to order at 7:00 pm.
2. Agenda Review – Ben moved and Meg seconded adding WCSO invoice for foliage season patrols, roles and responsibilities, policies and procedures to immediately before Warrants. Unanimous.
3. Public Comment – None.
4. Road Foreman’s Report – Green Mountain Power will install generator wiring on Friday. Jim is working with Chris Bump re: grant funding. The Road Crew has completed Broad Brook Road repairs. The large trees/stumps to be removed at the garage. New snow fence has arrived and will be installed this week. Jim would like to schedule an executive session for follow up of personnel issues.
5. Items for Discussion or Vote
 - a. Generator Service Contract – The new generator does not require a service contract for a year. John will request an updated contract excluding the new generator for review at a future meeting.
 - b. Reserve Fund Policy – Meg moved and Ben seconded approval of the revised policy as presented. Unanimous.
 - c. Rainy Day Reserve Funds Policy – Ben moved and Meg seconded approved of the policy with revisions as discussed. Unanimous. Ben moved and Meg seconded that the Selectboard direct the Treasurer to transfer from the Highway Rainy Reserve Day Fund to the Highway Fund an amount equal to the deficit in the Highway Fund at the end of Fiscal Year 2023 (approximately \$3,304.88). Unanimous.
 - d. Use of Tabulator for 2024 Town Meeting – Ben moved and Steve seconded that the Town utilize the new vote tabulator for town meeting elections in 2024 and future years (the tabulator will already be used for non-local elections at no cost to the Town). Unanimous.
 - e. Renaming Windy Lane – Ben moved and Meg seconded renaming the segment of Windy Lane (TH #25) from the intersection of Hidden Ridge Road (TH #62) to the intersection of the unnamed brook draining the pond on the Connolly parcel (SPAN 489-154-10519) as “Maple Ridge Drive”. Unanimous. Becky, as the Town’s e911 Coordinator, will notify the e911 Board of the decision.
 - f. FY 2025 Budget Discussion – The town budget was discussed by line item with adjustments to reflect anticipated insurance premium changes, recording fees, property, zoning activity, etc. Discussion to be continued.
 - g. Town Administrator Discussion – Ben circulated a draft job description for discussion purposes. The next step is discussing the need for an administrator with other Town officials, appointees and employees. Ben will contact VLCT to determine if a retreat type meeting for this purpose is permissible under the Open Meeting Law.

- h. Windsor County Sheriff’s Department Invoice – John will follow up with Sheriff Palmer regarding allocation of patrol shifts between the Town and homeowners’ association invoices.
 - i. Roles and Responsibilities; Policies and Procedures – Postponed until next regular meeting.
 - j. Warrants – Emily moved and Ben seconded approval for payment of the following warrants:

24039	\$2,023.32	Tax Refunds
24041	\$1,015,774.21	AP
24042	\$9,300.70	Payroll
24043	\$23,759.69	AP

Unanimous.
6. Approval of Minutes – Ben moved and John seconded approval of the November 1, 2023, meeting minutes. Unanimous.
 7. Executive Session
 - a. Ben moved and John seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(1)(F) to discuss confidential attorney-client communications, the premature general public knowledge of which would clearly place the Selectboard at a substantial disadvantage. Unanimous. The Selectboard entered executive session at 9:58 pm.
 - b. The Selectboard exited executive session at 10:46 pm, with no decisions having been made therein.
 8. Items for Discussion or Vote
 - a. Dinsmoor Road Request for Clarification/Reconsideration – The Selectboard will seek advice of counsel before responding to the request for clarification re: the Memorandum of Decision with respect to the Application for Town Highway Access Road Permit dated July 17, 2023, by Andrew A. and Kathy J. Mann.
 9. Meeting Wrap Up
 - a. Correspondence – None.
 - b. Review of Assignments – Ben to contact VLCT re: town administrator retreat, Becky re: Datamann contract, Ellen re: Highway Rainy Day Reserve Fund transfer, finalize adopted financial policies; John to contact Sheriff Palmer re: allocation of patrol shifts and monthly ticket revenue; Meg to email various officials and departments re: budget line item input.
 - c. Agenda for Next Meetings
 - i. November 22, 2023 Special Meeting – FY 2025 Budget (Highway Department at 6:00 pm; Fire Department at 7:30 pm), Loader RFP
 - ii. November 29, 2023 Special Meeting – FY 2025 Budget
 - iii. December 6, 2023 Regular Meeting – Capital Program and Budget Policy and Procedure, Roles and Responsibilities, Policies and Procedures, Executive Session re: Personnel Matters Follow-up
 10. Adjournment – Ben moved and John seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 11:00 pm.