

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
June 18, 2025, 7:00 pm**

Zoom instructions below

Business Items	
1. Call to Order	7:00 pm
2. Agenda Review	
3. Public Comment	
4. Road Foreman Report	7:05 pm
5. Items for Discussion or Vote a. Truck 3 Body Proposals b. Town Highway Crack Sealing c. Right-of-Way Tree Removal RFP d. Disposition of Old Equipment Trailer e. Hiring a First Constable f. Dog Licensure and Ordinance Enforcement g. Large Event Permit Application (WAMBA, August 16–17) h. Construction Contract Legal Review i. Warrants j. Approval of June 4 and June 11, 2025 Minutes	7:15 pm
6. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	8:45 pm
7. 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, then Meeting ID 953 9507 9923 and Passcode 306922

Town of Pomfret, Vermont



REQUEST FOR PROPOSALS

Tree Removal Services

June [18], 2025

Proposals due by
Noon on [June 25], 2025

Mail or email responses to:
Town of Pomfret
Attn: Chair, Pomfret Selectboard
5218 Pomfret Road
North Pomfret, VT 05053
selectboard@pomfretvt.us

Contact Information:
Frank Rogers, Pomfret Road Foreman
highway@pomfretvt.us

1. PROJECT OVERVIEW

The Town of Pomfret is soliciting proposals from qualified contractors for the removal of hazardous trees located within the Town's road right-of-way.

2. SCOPE OF WORK

Tree Locations and Quantities:

- Wild Apple Road: 4 trees
- Bartlett Brook Road: 2 trees
- Hidden Ridge Road: 1 tree
- Twin Pond Road: 2 trees
- Allen Hill Road: 1 tree
- Bunker Hill Road: 4 trees
- Pomfret Road: 2 trees

Total: 16 trees

All trees requiring removal are marked with green flagging ribbon.

Work Requirements:

Tree Removal:

- Complete removal of all flagged trees
- Trees must be felled in a manner that minimizes damage to surrounding vegetation and infrastructure
- All work must comply with Vermont Accepted Management Practices for Maintaining Water Quality

Stump Treatment:

- Cut stumps to within 12 inches of ground level
- If metal hardware is present in tree (signs, cables, etc.), cut at hardware height
- Remove all debris from stump area

Debris Management:

- Wood chips shall be spread in wooded areas adjacent to work site where feasible

- In residential areas or where spreading is not possible, chips must be loaded into trucks and removed from site
- Wood pieces larger than 10 inches in diameter shall be cut into manageable lengths and placed at roadside with reflective cones for Town Highway Department pickup
- All other debris must be removed from the work site

3. CONTRACTOR QUALIFICATIONS

Minimum Requirements:

- Licensed and insured professional tree service company
- Minimum 5 years of experience in municipal tree removal
- Demonstrated experience with roadside tree work
- ISA (International Society of Arboriculture) Certified Arborist on staff preferred
- Excellent safety record with no major incidents in the past 3 years

Required Certifications and Insurance:

- Current Certificate of Liability Insurance (minimum \$1,000,000 per occurrence)
- Workers' Compensation Insurance coverage
- Commercial Auto Insurance
- All insurance certificates must name the Town of Pomfret as additional insured
- Current business license and any required state certifications

4. SAFETY AND OPERATIONAL REQUIREMENTS

Traffic Management:

- Maintain one lane of traffic at all times during operations
- Coordinate with Town Highway Department for traffic control devices when needed
- All personnel must wear high-visibility safety clothing
- Proper flagging and signage must be deployed per Vermont Manual on Uniform Traffic Control Devices (MUTCD)

Environmental Compliance:

- Work must comply with all applicable state and federal environmental regulations

- Obtain any required permits before commencing work
- Avoid disturbance to wetlands, streams, or sensitive habitat areas
- Follow Vermont Stream Alteration General Permit requirements if applicable

Schedule:

- Work to be completed within [60 days] of contract award
- Coordinate work schedule with Town Highway Department
- Provide [48-hour] advance notice before beginning work at each location
- Work hours: [Monday-Thursday, 7:00 AM to 4:00 PM] (exceptions may be granted for emergency situations)

5. PROPOSAL SUBMISSION REQUIREMENTS

Proposal Format:

Proposals must include the following components in order:

1. **Cover Letter** - Brief introduction and statement of interest
2. **Company Profile** - Business history, experience, key personnel
3. **Project Approach** - Detailed methodology for completing the work
4. **Schedule** - Proposed timeline for project completion
5. **Cost Proposal** - Detailed pricing breakdown (see section 6)
6. **Required Documentation** (see section 7)

Submission Instructions:

- **Deadline:** [June 25], 2025, 12:00 PM EST
- **Method:** Mail or email (email preferred) to Town of Pomfret, Attn: Pomfret Selectboard, 5218 Pomfret Road, North Pomfret, VT 05053, selectboard@pomfretvt.us
- **Subject Line:** "Tree Removal RFP - [Company Name]"
- **Format:** PDF format preferred

Late submissions cannot be accepted.

6. COST PROPOSAL

Provide pricing in the following format:

Option A: Lump Sum Bid

- Total cost for complete project: \$_____

Option B: Unit Pricing (if applicable)

- Cost per tree removal: \$_____
- Cost per stump grinding (if offered): \$_____
- Cost per hour for traffic control: \$_____

All prices must be valid for 60 days from proposal due date.

7. REQUIRED DOCUMENTATION

The following documents must be submitted with your proposal:

- Current Certificate of Liability Insurance
- Workers' Compensation Insurance Certificate
- Commercial Auto Insurance Certificate
- Completed W-9 Form
- Copy of business license
- ISA Certification (if applicable)

8. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Experience and Qualifications
- Safety Record and Procedures
- Cost Proposal
- Project Approach and Schedule

The Town reserves the right to reject any or all proposals and to negotiate with the selected contractor.

9. CONTRACT TERMS

Payment Terms:

- Payment will be made within 30 days of satisfactory completion
- No payment will be made until all required documentation is received

Performance:

- Work must be completed to the satisfaction of the Town Highway Foreman
- Any deficient work must be corrected at no additional cost to the Town
- The Town reserves the right to inspect all work before final payment

General Conditions:

- The selected contractor will be required to execute a contract with the Town
- The Town is not responsible for utilities or other infrastructure that may be encountered
- The contractor is responsible for locating and protecting all utilities (Dig Safe required)

10. ADDITIONAL INFORMATION

Questions:

All questions regarding this RFP must be submitted in writing to highway@pomfretvt.us by [June 23], 2025, at 12 P.M. Responses will be provided to all prospective bidders by [June 24], 2025.

Award Notification:

The selected contractor will be notified on or before [July 2], 2025. A notice of award will be posted on the Town website at www.pomfretvt.us.

**TOWN OF POMFRET
DOG ORDINANCE
Originally Adopted May 22, 1984
Amended December 19, 2012
Amendment adopted October 1, 2014
Effective November 30, 2014**

SECTION 1. AUTHORITY This ordinance is adopted by the selectboard of the Town of Pomfret under authority of 20 V.S.A. § 3549, 24 V.S.A. §§ 2291 (10, 14 & 15), and 24 V.S.A. Chapter 59.

SECTION 2. PURPOSE. It is the purpose of this ordinance to regulate the keeping of dogs to protect public health and safety and to protect the residents' quiet enjoyment of their homes and properties.

SECTION 3. DEFINITIONS. For purposes of this ordinance, the following words and/or phrases shall apply:

- A. **"Dog"** means any member of the canine species; including wolf hybrid.
- B. **"Wolf hybrid"** means:
 - 1. An animal that is the progeny of a dog and a wolf (*Canis lupus* or *Canis rufus*);
 - 2. An animal that is advertised or otherwise described or represented to be a wolf hybrid; or
 - 3. An animal that exhibits primary physical and/or behavioral wolf characteristics
- C. **"Owner"** means any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog.
- D. **"Run at large"** means that a dog is not:
 - 1. Under restraint, meaning that the dog is controlled by a leash or is with a competent person and obedient to that person's commands;
 - 2. in a vehicle;
 - 3. on the owner's property;
 - 4. on the property of another person with that person's permission; or
 - 5. hunting with the owner.
- E. **"Vicious dog"** means a dog that attacks any person or causes any person to reasonably fear attack or bodily injury from such animal, unless the person is trespassing on the property of the owner of the dog. The term shall also mean any dog that, while running at large, attacks another domestic pet or domestic animal, as defined in 20 V.S.A. § 3541.

F. **“Municipal Officer”** means any constable, police officer, or the Selectboard, or any designee of the Selectboard and the use of any of those terms in this Ordinance shall be deemed to include all others, except where Selectboard is referenced as the adopting authority or appeal authority, where the use of that terms shall be exclusive.

SECTION 4 DISTURBANCES AND NUISANCES

The following are declared to be public nuisances punishable under this Ordinance, without intending limitation of availability of remedy of any party to pursue any action for private nuisance or damage to person or property:

- A. No dog owner shall permit his/her dog to run at large in the Town of Pomfret.
- B. No dog owner shall permit his/her dog to harass or attack people or to harass or attack domestic pets or domestic animals unless such people or animals are trespassing on the private property of the owner of the dog.
- C. No person shall permit his/her dog to disturb the quiet, comfort and repose of others by frequent, habitual or persistent barking or howling.
- D. The person in control of a dog that defecates in any public area or on the private property of another person shall immediately remove the fecal material and dispose of it in a sanitary manner.
- E. If a dog causes harm to another domestic animal without provocation, said dog may be ordered by any municipal officer to be impounded or immediately removed from the Town of Pomfret or destroyed depending on the seriousness of the violation. The owner of the dog may appeal such order by delivering written notice of such appeal to the office of the Town Clerk, as representative of the Selectboard within ten (10) days of the date of the order. The appeal shall be heard by the Selectboard at public hearing within fifteen (15) days of the date of delivery of the written notice of appeal. The owner shall be notified of the date of the hearing by written notice addressed to the last known address of the owner. The Selectboard shall issue a written decision on the appeal promptly, but in no event later than fifteen (15) days following the appeal hearing. A copy of the decision shall be sent to the owner.
- F. The dog is causing damage to the property of anyone other than its owner, by, for example and without limitation:
 - a. Turning over garbage containers; or
 - b. Doing damage to gardens, flowers, shrubs, vegetables or lawns; or
 - c. Injuring or worrying people, domestic pets, domestic animals, or other dogs.

SECTION 5. COLLAR AND LICENSE

- A. The owners of all dogs shall cause said dogs to be licensed according to the laws of this state (20 V.S.A. § 3581) and shall insure that his/her dog(s) wear a collar or harness with the current license attached. An animal that is visiting from out of state must wear a collar or harness with a current license from its home state attached.
- B. A dog that is found without a collar or harness and license may be immediately impounded under authority of 20 V.S.A. § 3806 and shall be managed under the provisions of that statute.

SECTION 6 HUMANE CARE OF DOGS

All dogs and other domestic pets and animals shall be furnished with clean and safe facilities sufficient to protect the animal and the public health. Any dog determined by the constable or county sheriff to be without such clean and safe facilities may be impounded and the owner charged with a violation of this ordinance.

SECTION 7 IMPOUNDMENT

- A. Anyone authorized to enforce the ordinance is authorized to impound a dog.
- B. Any dog which the constable or county sheriff has reasonable grounds to believe to be a vicious dog which presents an imminent danger to people or other animals may be immediately impounded.
- C. Any dog that is found to be without a collar and license may be impounded under authority of 20 V.S.A. § 3806 and shall be managed under the provisions of that statute.
- D. The Selectboard may enter into an agreement with an individual or business to provide care for impounded dogs.

SECTION 8. NOTICE OF IMPOUNDMENT AND RELEASE FROM IMPOUNDMENT.

- A. The constable or county sheriff who impounds a dog shall, within 24 hours, give notice to the owner thereof either personally, by telephone call or voicemail, or by written notice at the owner's dwelling or mailed to the last known address of the owner, stating the reason for the impoundment, the location of the animal and the steps that are necessary to have the animal returned to the owner.
- B. The constable or county sheriff who impounds a dog shall report the impoundment to the selectboard at the next public selectboard meeting.
- C. If an impounded dog has no license or other identification, the person who impounds it shall proceed under the provisions of 20 V.S.A. § 3806
- D. Impounded animals shall be released to the owner only after payment of all impoundment costs and after remedial action by the owner. Impoundment costs shall be set annually by the selectboard and may include but are not limited to boarding costs, veterinary costs and costs incurred by Town officials.

SECTION 9. ENFORCEMENT.

- A. This is a civil ordinance and shall be enforced by the constable or county sheriff in the Vermont Judicial Bureau in accordance with 24 V.S.A. § 1974a et seq.
- B. When the constable or county sheriff has reasonable grounds to believe that a person has violated a provision of this ordinance they may issue a municipal ticket which is prosecuted through the Vermont Judicial Bureau. They shall report the alleged violation and the issuance of municipal tickets to the Selectboard at the next public Selectboard meeting.

SECTION 10. INVESTIGATION OF VICIOUS DOGS

A. When a domestic pet has bitten a person while the domestic pet is off the premises of the owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the legislative body of the municipality. The complaint shall contain the time, date and place where the attack occurred, the name and address of the victim or victims, and any other facts that may assist the legislative body in conducting its investigation.

B. The legislative body, within seven days from receipt of the complaint, shall investigate the charges and hold a hearing on the matter. If the owner of the domestic pet which is the subject of the complaint can be ascertained with due diligence, said owner shall be provided with a written notice of the time, date and place of hearing and the facts of the complaint.

C. If the domestic pet or wolf-hybrid is found to have bitten the victim without provocation, the municipal officials shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the domestic pet is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested. A person who, after receiving notice, fails to comply with the terms of the order shall be subject to the penalties provided in 20 VSA § 3550.

D. In cases where the dog is determined to be vicious through investigation by a municipal officer, the owner (in addition to being subject to any other sanction or penalty reference in or provided by this Ordinance) may be ordered to remove the animal from the Town of Pomfret or to destroy the animal depending on the seriousness of the violation. Such order shall be subject to appeal by the owner pursuant to the procedure in the immediately preceding paragraph. If the animal in question has bitten or broken the skin of a person or other domestic animal, this animal will be required to be confined for ten (10) days (and may be tested for rabies or any other disease) all at the owner's expense.

E. The procedures provided in the section shall only apply if the domestic pet is not a rabies suspect. If a member of the legislative body or a municipal official designated by the legislative body determines that the animal is a rabies suspect, the provisions of

Subchapter 5 of Title 20, Chapter 193 and the rules of the department of health shall apply.

SECTION 10. PENALTIES AND COSTS.

Except as provided Section 4(E) and Section 10 regarding a vicious dog as defined herein, where additional anctions may be imposed, fines and penalties in addition to costs of impoundment may be imposed as follows:

- A. First offense \$100.00 full penalty/\$50.00 waiver penalty
- B. Second offense \$150.00 full penalty/ \$100.00 waiver penalty
- C. Third and subsequent offenses \$200.00 full penalty/\$150.00 waiver penalty

SECTION 11. OTHER LAWS. This ordinance is in addition to all other Ordinances of the Town of Pomfret and all applicable laws of the State of Vermont.

SECTION 12 SEVERABILITY If any section of this ordinance is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this ordinance.

SECTION 13 EFFECTIVE DATE This ordinance shall become effective 60 days after its adoption by the Pomfret selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Adopted as amended this First day of October, 2014

Pomfret Selectboard

s/ Phil Dechert

s/ Mark Warner

Adoption History

1. Agenda item at regular Selectboard meeting held on May 21, 2014 and June 4, 2014
2. Read and adopted at regular Selectboard meeting on July 2, 2014
3. Re-adopted at regular Selectboard meeting on October 1, 2014
3. Posted in public places on October 3, 2014.
4. Notice of adoption published in the Vermont Standard newspaper on October 9, 2014 with a notice of the right to petition.
5. Other actions [petitions, etc.]

TOWN OF POMFRET
APPLICATION FOR LARGE EVENT PERMIT

Pursuant to 24 V.S.A. 2291(14), in order to prevent and abate public nuisances, organizers of events having one hundred (100) or more anticipated attendees must first obtain a Large Event Permit from the Town of Pomfret. A completed application must be submitted no less than thirty (30) days before the proposed event begins.

Applicant Name: Woodstock Area Mountain Bike As Phone: [REDACTED] Email: nvm@woodstockinn
Mailing Address: 14 The Green Woodstock State: VT Zip: 05091

* * * * *

Event Name: Woodstock Triple Crown Throwdown

Event Date(s): August 16-17, 2025

Event Hours: Race 17th: 8am-8pm Camping: 16-17th Anticipated Attendees: 350

Event Contact Name: Nick Mahood Phone: [REDACTED] Email: nvm@woodstockinn.com

Has the event been held in Pomfret before? ☐ Yes ☒ No If yes, when? _____

Please provide a brief description of your event and its location: _____

Mountain bike stage race. Racers will start at Saskadena 6 and ride an untimed transfer on public roads to Woodstock. Racers will race a stage at Mt. Peg, followed by the Aqueduct before returning to race the final stage at Saskadena 6. All of the racing will happen OFF public roads. Public roads will only be used to transfer between stages. Racers will be staggered in waves to limit the amount of riders in one location/on roads at a time. After the race, there will be food and beer at Saskadena 6. Camping will be at Saskadena 6 only the night before.

Will your event involve any of the following?

Use of a Town Highway or Right of Way	☒ Yes ☐ No	If yes, a Permit to Hold an Event on Public Street(s) may be required. Please contact clerk@pomfretvt.us .
Use of other Town Property	☐ Yes ☒ No	If yes, general liability insurance in the amount of \$1,000,000 per occurrence and naming the "Town of Pomfret" as additional insured may be required. Please contact clerk@pomfretvt.us .
Catering of Alcoholic Beverages	☒ Yes ☐ No	If yes, a Request-to-Cater Permit may be required. Please visit www.liquorcontrol.vermont.gov .

Additional Requirements

Zoning: Some zoning requirements may still apply to events that otherwise do not require a zoning permit. Please contact the Zoning Administrator at zoning@pomfretvt.us.

Sanitation: Sufficient sanitation facilities and waste removal must be provided. Compliance with the Vermont Universal Recycling Law is required.

Parking: Sufficient off-street parking must be provided. No parking is permitted that interferes with ordinary roadway maintenance (including winter plowing) or otherwise reduces the usable travelled way to less than twelve (12) feet.

Safety: Upon request, organizers may be required to have a medic on site and/or provide traffic control. Adequate emergency vehicle access must be maintained for the event duration.

Nuisance: Organizers are responsible for preventing public nuisances that create dangerous, injurious or noxious conditions that adversely affect the reasonable use of adjoining or nearby properties.

Applicant agrees to adhere to the specifications, requirements and conditions forming a part of this permit. Applicant acknowledges that this permit is issued in accordance with 24 V.S.A. 2291(14) and may be voided in the event of misrepresentation, substantial inaccuracy or failure to hold the event in accordance with the specifications, requirements and conditions indicated herein.


Applicant Signature

Nick Matthews
Applicant Printed Name

6/11/25
Date

Please mail or email completed application to: Town of Pomfret
5218 Pomfret Road
North Pomfret, Vermont 05053
Attention: Town Clerk, clerk@pomfretvt.us

OFFICIAL USE ONLY

Date Received: June 11, 2025 By: Becky Fielder

Zoning Permit Required? ☐ Yes ☒ No ☐ Unknown If yes or unknown, referred to Zoning Administrator on: _____

Condition(s) of Approval: _____

PERMIT APPROVED this _____ day of _____, 20____.

Selectboard Chair

Copies of approved permits to:

Chief, Pomfret-Teago Volunteer Fire Department
Head of Service, Pomfret FAST Squad

TOWN OF POMFRET
5218 POMFRET ROAD
NORTH POMFRET, VT 05053

PHONE (802) 457-3861
FAX (802) 457-8180

APPLICATION FOR A PERMIT TO HOLD AN EVENT
ON PUBLIC STREET(S) OR HIGHWAY(S)

Pursuant to Title 24 V.S.A. Section 2291 (5) the Legislative Body of the Town herewith regulate the use of public highways for events.

APPLICANT / ORGANIZATION Woodstock Area Mountain Bike Association, Inc.

PHONE [REDACTED]

ADDRESS PO BOX 291 Woodstock, VT 05091

CONTACT PERSON Matt Stout PHONE [REDACTED]

LOCATION OF ASSEMBLY AND BEGINNING OF EVENT Saskadena 6, 247 Stage Rd, Pomfret, VT 05067

ROUTE ON PUBLIC HIGHWAYS (attach map showing route) Maps attached at end

<https://www.strava.com/routes/3363301198100855622>

<https://www.strava.com/routes/3363301567718305640>

TRAFFIC CONTROL (if any) None in Pomfret, police in Woodstock

EVENT DATE(S) August 17 HOUR (start) 8 am (end) 6pm

ESTIMATED NUMBER OF PARTICIPANTS 300

NICK MAHOD 6/17/25
Authorized Representative Date

CONDITIONS:

Approved

Denied

Town Representative

Date

Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053

Phone: (802) 457-3861
Fax: (802) 457-8180

LIABILITY HOLD-HARMLESS AGREEMENT
for use with
Outside Special Events within the Municipality

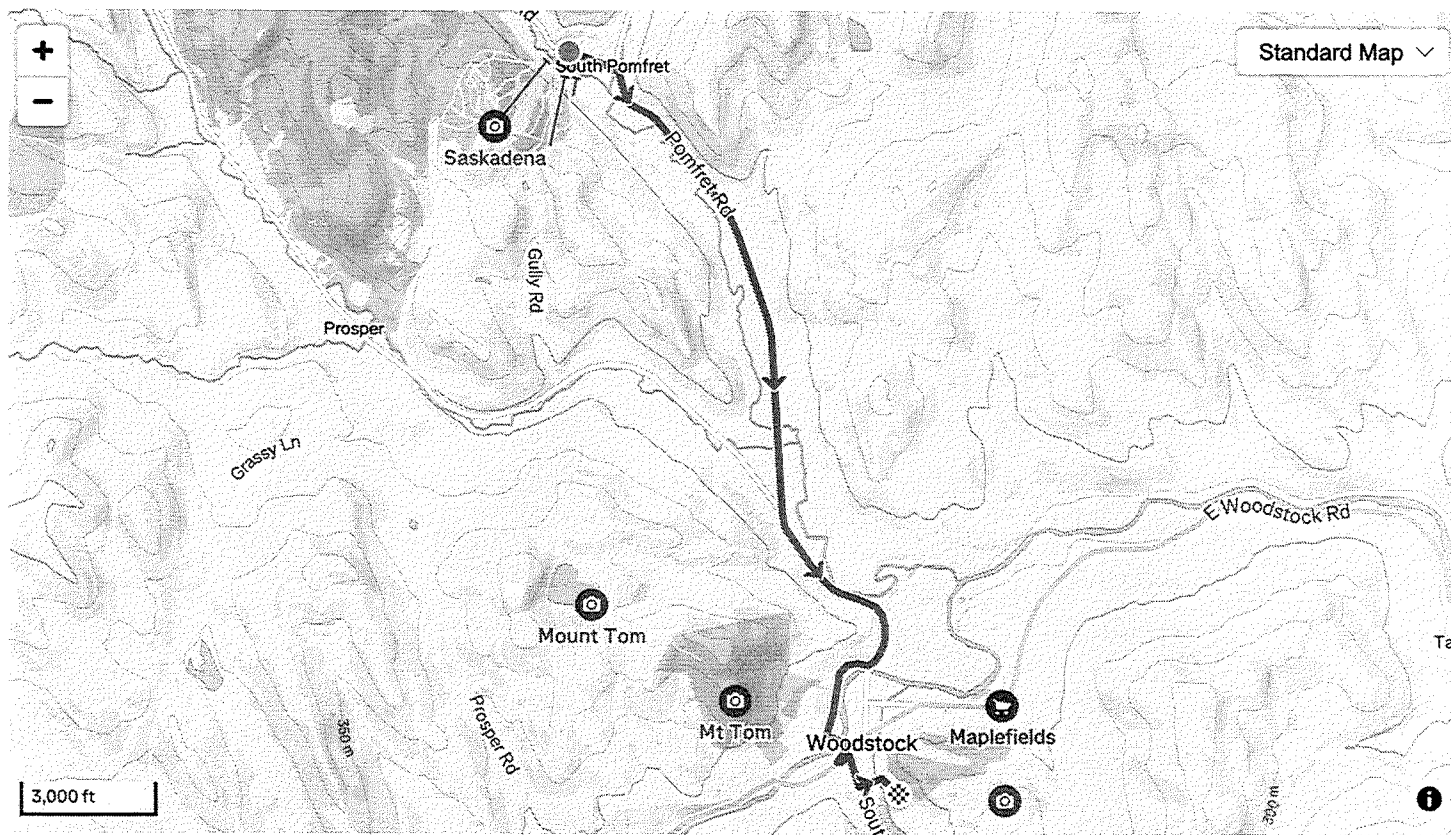
In consideration of the agreement of the **Town of Pomfret** to allow my organization access to town roads and highways, Woodstock Area Mountain Bike Association (organization) and I agree, and for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless the **Town of Pomfret**, its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the organization or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the organization, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the premises of the **Town of Pomfret**.

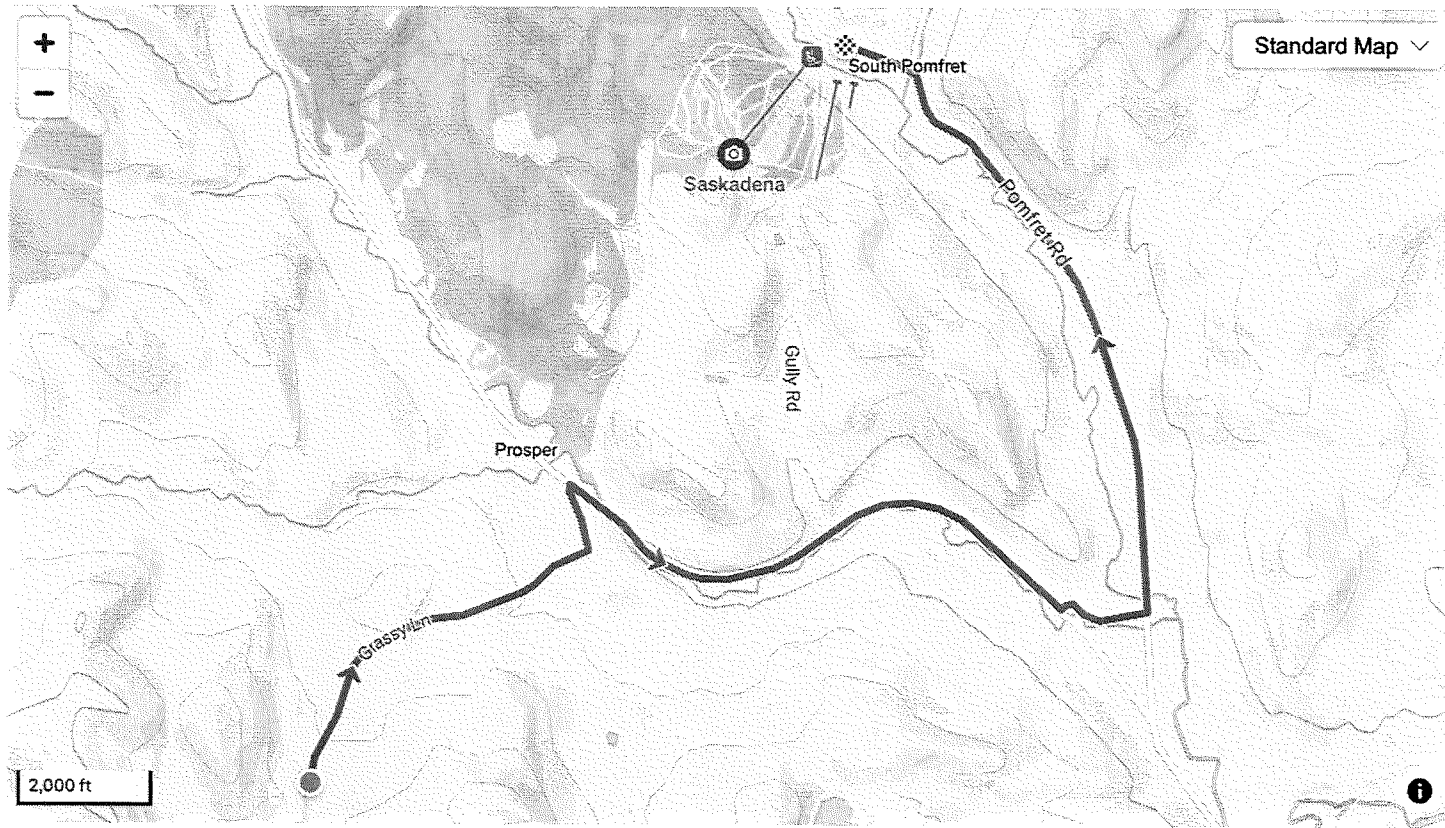
Date: _____

Print Name: _____

Sign Name: _____

Witness: Quinn Uva





CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Pomfret (Owner) and
____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **Town of Pomfret – Caper Street Slope Stabilization** – reparation of failed slope and installation of drainage measures.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **Caper Street in Pomfret, VT – Town Highway #__**.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Specifications listed in the Table of Contents.
3. Drawings as listed on the Drawing Sheet Index.
4. Addenda.
5. Exhibits to this Contract (enumerated as follows):
 - a. **Attachment A – Contract Plans by Harrington Civil Engineers, Inc.**
 - b. **Attachment B – Bid Form**
 - c. **Attachment C - Measurement and Payment**
6. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Jonathan Harrington, P.E. of Harrington Civil Engineers, Inc.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before [REDACTED], and completed and ready for final payment on or before [REDACTED].

4.02 Delays in Contractor's Progress

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

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.03 Progress Schedules

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

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed: ***Please refer to attached bid form.***

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

ARTICLE 6 - BONDS AND INSURANCE

6.01 Insurance

REFER TO SEPARATE CONTRACT WITH THE TOWN OF BARNARD FOR INSURANCE REQUIREMENTS

- A. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;

3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 7.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 7.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
 - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 7.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- 7.05 Quality Management
- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.06 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
 - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 7.07 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
 - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

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

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

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

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the

safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

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

10.02 Change Orders

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

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 20% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons

for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

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

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

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

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;
 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 4. A list of all disputes that Contractor believes are unsettled; and
 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- 14.09 Waiver of Claims
- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
 - B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

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

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the

Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-

related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

- a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

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

17.03 No Waiver

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

17.04 Survival of Obligations

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

17.05 Contractor's Certifications

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

17.06 Controlling Law

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

DRAFT

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Town of Pomfret Selectboard
DRAFT Meeting Minutes
June 4, 2025

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

Public: Frank Rogers, Jim Potter

1. Ben called the meeting to order at 7:01 pm.
2. Agenda Review – Emily moved and Meg seconded that Appointment of Public Officers and Delinquent Tax Payment Agreement be added immediately before Item 5K (Warrants). Unanimous.
3. Public Comment – None.
4. Road Foreman Report – The road crew has been grading roads, ditching, cleaning culverts; Art has begun roadside mowing on the paved roads. Frank is getting organized to begin state grant funded work.
5. Items for Discussion or Vote
 - a. Pomfret Road Slide Construction Proposals – Frank reports Harrington Civil Engineers has prepared draft engineering plans but needs another week or so to finalize them. The Selectboard will schedule a special meeting to review the final plans once delivered, tentatively scheduled for June 11. In the meantime, Frank will coordinate with Scott Jensen and Chris Bump on relevant aspects of the anticipated work. Possible staging areas for fill materials was discussed. Frank will discuss with an adjacent landowner the possibility of an easement if work is anticipated outside the town's right-of-way.
 - b. Truck 3 Body Proposals – Frank received a proposal from Viking Cives; Frank and Steve have discussed alternatives that may be more cost-effective in the long-term. These will be presented at the June 18 meeting for review and possible approval.
 - c. Highway Equipment Trailer Replacement – The existing trailer was purchased in 2007 and is beyond reasonable repair. Frank presented four quotes for replacement. Kaufman Trailers, LLC of Lexington, North Carolina offered the lowest price, even after the \$1,050 estimated delivery fee. Frank suggested the lower price was because the purchase would be direct from the manufacturer. The limited warranty provides that warranty repairs can be made locally; the trailer would not need to be returned to the manufacturer. Delivery is expected in 4–6 weeks, possibly sooner if a unit now in production has not already been sold to a different buyer. Meg moved and Steve seconded the purchase of an equipment trailer from Kaufman, at the cost of \$19,990 plus estimate delivery of \$1,050. Unanimous. The purchase will be funded from the highway equipment fund, which has sufficient balance and was planned for replacement of the trail within the next two fiscal years. The existing trailer has a potential interested buyer and will be disposed of through private sale or scrapped.
 - d. Town Highway Crack Sealing – Nikon is busy with state work and cannot commit to a schedule. Indus is available after July 1. There is \$15,000 in the FY 2025 budget for crack sealing, which may be able to be carried into combined with the \$15,000 budgeted for FY 2026, for a total of \$30,000. Frank will obtain proposals from both vendors to see how many miles can be sealed for that amount. These will be presented at the June 18 meeting for review and possible approval. The plan is to

- prioritize newer pavement to preserve that investment, e.g., Stage Road and Pomfret Road starting at the Hartford town line and working south.
- e. Right-of-Way Tree Removal – Trees have been marked for removal on Wild Apple, Bartlett Brook, Allen Hill, and Bunker Hill Roads. Frank expects to receive three bids for this work, which will be presented at the special meeting next week (approx. June 11) for review and possible approval. Steve suggested asking for a 3-year contract as we know tree removal will be a long term project. There is \$10,000 in the FY 2025 budget for tree removal, which may be able to be carried into combined with the \$10,000 budgeted for FY 2026, for a total of \$20,000. Ben will prepare a notice of tree removal form to be provided to landowners before work begins in the right-of-way on their property.
 - f. State Road Salt Contract Expression of Interest – Steve moved and Meg seconded that the town express interest in participating in the state's salt contract. Unanimous. Ben will submit the online form.
 - g. Road Crew Uniforms – The road crew prefers Arborwear, from which Frank will order Type 2 reflective sweatshirts, t-shirts, and jackets, all with Pomfret branding. Ben moved and Steve seconded that the crew also be eligible for reimbursement up to \$750 per person to separately purchase pants, coveralls, and safety boots; that the crew be required to submit receipts for this to Ellen during the month of July; and that any new crew members be offered the same arrangement after their six-month probationary period has elapsed. Unanimous. John was assigned to review the existing Cintas contract to determine the steps required to terminate it.
 - h. Road Crew Member Job Description and Posting – Frank reviewed the job description used last fall and suggested a change in the training section. Ben will post the revised description to the town website. Cynthia will be asked to run ads in the *Valley News* (10 days in the classified section), *Vermont Standard* (3 weeks in the classified section) and *White River Valley Herald* (3 weeks in the classified section). Cynthia will also be asked to post to the Local Roads listserv and the Vital Community listservs for the towns of Pomfret, Woodstock, Barnard, Bridgewater, Royalton, Sharon, and the Upper Valley.
 - i. Dog Licensure and Ordinance Enforcement – Licensure is required primarily to ensure public health and safety by verifying rabies vaccinations and facilitating the identification of owned dogs, which helps with their return if lost. Cynthia will be asked to coordinate with the Town Constable re: calling dog owners who are delinquent. Additional enforcement steps will be discussed at the July 18 meeting.
 - j. Large Event Permit Application (VSO, July 2, 2025) – Ben noted this is a recurring event that was most recently approved by the Selectboard last summer. Ben moved and Meg seconded approval of the Large Event Permit Application for the Vermont Symphony Orchestra to perform at Saskadena Six on July 2. Unanimous.
 - k. Appointment of Public Officers – Cynthia Hewitt expressed interest in joining the town's 250th Anniversary Committee. Ben moved and Meg seconded that Cyndy be appointed to the 250th Anniversary Committee for a term expiring March 31, 2028. Unanimous.
 - l. Delinquent Tax Payment Agreement – Ben recently spoke with the owner of Parcels 4801 and 4801-B who defaulted on their 2023 payment agreement. Ben believes the default was due to a misunderstanding of the payment agreement's obligations and that the property owner now understands what is needed to avoid a tax sale. Ben presented a new payment agreement, which the Selectboard felt was acceptable.

Ben will contact Karen Osnoe to have the agreement finalized and signed. Greta at SP&F Attorneys, which is managing the town's tax sale process, recommends keeping these parcels on the tax sale list for now. They can be removed later this year if there has been no default under the new payment agreement at that time.

- m. Warrants – Steve moved and Meg seconded approval for payment of the following warrants:

25109	\$ 13,256.97	Payroll (town and library combined)
25111	6,485.16	A/P

Unanimous.

- n. Approval of May 21, 2025 Minutes – Steve moved and Meg seconded approval of the May 21, 2025 meeting minutes as presented. Unanimous.

6. Meeting Wrap Up

- a. Correspondence – A Pomfret resident contacted Ben re: the condition of Hartford's section of Pomfret Road. The Selectboard suggested providing contact info to the resident who can then contact Hartford directly. The Fire Department reported that the North Pomfret Fire Station roof is in worse condition than anticipated. They have obtained two quotes (with a third anticipated) for repair or replacement. The Department proposes reallocating unspent FY2025 funds to cover most of the cost, supplementing with a loan and private funds if necessary, without requesting additional town funds. The Selectboard appreciated the Fire Department's communication on this and approved the reallocation of their already-budgeted funds. Ben will convey the same back to the Department.
- b. Review of Assignments – Frank to obtain bids for tree services, truck body and highway crack sealing. John to cancel the current uniform contract (Frank has left three messages so far but received no response); Cynthia to post job help wanted ads; Ben to contact Ellen (re: highway uniforms reimbursement), Karen (re: delinquent tax payment agreement), and the Fire Department (re: reallocation of FY2025 budgeted funds).
- c. Agenda for Next Meeting – Special Meeting (approx. June 11): Construction proposals (Pomfret Road), right-of-way tree removal proposals. Regular Meeting (June 18): Truck 3 body proposals, town highway crack sealing, and dog delinquent dog license follow-up.

7. Executive Session

- a. Ben moved and Meg seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(1)(A) and (E) to discuss contracts and pending or probable civil litigation to which the public body is or may be a party, the premature general public knowledge would clearly place the Selectboard at a substantial disadvantage, and pursuant to 1 V.S.A. 313(a)(3) to discuss the employment of public employees. Unanimous. The Selectboard entered executive session at 8:47 pm.
- b. The Selectboard exited executive session at 9:40 pm, with no decisions having been made therein.

- 8. Adjournment – Meg moved and Emily seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 9:41 pm.

Town of Pomfret Selectboard
DRAFT Special Meeting Minutes
June 11, 2025

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

Public: Frank Rogers, Jon Harrington

1. Ben called the meeting to order at 7:01 pm.
2. Agenda Review – John moved and Meg seconded adding an executive session to discuss contracts immediately before adjournment. Unanimous.
3. Public Comment – None.
4. Items for Discussion or Vote
 - a. Pomfret Road Slide Construction RFP – Jon Harrington presented a revised engineering plan for repair of damage caused to Pomfret Road and Caper Street during the May 10 landslide. Repair work will provide better drainage via a larger culvert and flat stone swale on Caper Street as well as better drainage under the roads. A portion of Caper Street will be lowered by four feet to reduce the slope of the reconstructed bank. Loose material to be removed, rip rap built up bottom to top with fabric underlay; a guardrail to be installed with an anchor trench and toe wall. Scott Jensen at the Agency of Natural Resources has been consulted regarding removal of material from and remediation of Mill Brook, seed and erosion matting, Green Mountain Power will address the affected utility poles and electric line. New pavement will be installed where existing pavement must be removed to install new underdrainage. Either or both roads will be closed at times during construction hours. Caper Street will be reopened daily; the selected contractor will be required to coordinate with emergency services while Caper Street is closed for repairs. Jon also presented a draft request for proposals (RFP). Frank will distribute the same by Friday, June 13 to several area contractors that are known to the town and known to have the necessary heavy equipment. There will be a mandatory site visit on June 20 that Steve will attend. Bids will be due on June 30, with a selection anticipated at the July 2 Selectboard meeting. John moved and Steve seconded issuing the RFP with final construction plans attached. Unanimous.
 - b. Warrants – Meg moved and Steve seconded approval for payment of the following warrants:

25115	\$ 12,319.96	Payroll
25116	2,363.31	Payroll

Unanimous.
5. Meeting Wrap Up
 - a. Correspondence – A new municipal ticket book has been ordered for the Constable. Cynthia is working on the delinquent dog list this week.
 - b. Review of Assignments – Steve to attend mandatory Pomfret Road slide site visit; Ben to ask SP&F to review the construction contract.
 - c. Agenda for Next Meeting – Right-of-way tree removal proposals; Truck 3 body proposals, town highway crack sealing, dog delinquent dog license follow-up; WAMBA large event permit.

6. Executive Session
 - a. Ben moved and Meg seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(1)(A) to discuss contracts, the premature general public knowledge would clearly place the Selectboard at a substantial disadvantage. The Selectboard entered executive session at 8:08 pm.
 - b. The Selectboard exited executive session at 9:17 pm, with no decisions having been made therein.
7. Adjournment – John moved and Meg seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 9:18 pm.