

**Town of Pomfret
Selectboard Special Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
July 10, 2025, 7:00 pm**

Zoom instructions below

Business Items	
1. Call to Order	7:00 pm
2. Agenda Review	
3. Public Comment	
4. Items for Discussion or Vote a. FY 2026 Town and Local Agreement Tax Rates b. FY 2026 Tax Bill Insert c. Homestead Declaration Late Filing Penalty d. Pomfret Road Slide Emergency Grant Application e. Pomfret Road Slide Construction Contract f. Temporary Materials Storage Agreement g. Old Equipment Trailer Sale Ad h. Warrants	7:05 pm
5. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	7:45 pm
6. Proposed Executive Session (<i>Contracts</i>)	
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=ZjBEeDZuZWgvWmx2M0tpOE8zbjg2dz09>
- Mobile Phone +19292056099,,95395079923#,,#,306922#
- Landline or Mobile Phone (301) 715 8592, then Meeting ID 953 9507 9923 and Passcode 306922

(Taxable properties only - State and Non-tax status properties are not listed below)

REAL ESTATE Category/Code	Parcel Count	Municipal Listed Value	Homestead Ed Listed Value	Nonhmstd Ed. Listed Value	Total Education Listed Value
Residential I R1	178	67,137,241	44,264,992	22,872,249	67,137,241
Residential II R2	291	297,272,650	107,925,854	189,346,796	297,272,650
Mobile Homes-U MHU	1	31,680	0	31,680	31,680
Mobile Homes-L MHL	4	454,320	218,360	235,960	454,320
Seasonal I S1	5	412,400	0	412,400	412,400
Seasonal II S2	5	2,986,750	0	2,986,750	2,986,750
Commercial C	10	7,982,780	0	7,982,780	7,982,780
Commercial Apts CA	1	945,730	0	945,730	945,730
Industrial I	0	0	0	0	0
Utilities-E UE	1	4,786,000	0	4,786,000	4,786,000
Utilities-O UO	0	0	0	0	0
Farm F	7	12,510,860	4,537,040	7,973,820	12,510,860
Other O	0	0	0	0	0
Woodland W	0	0	0	0	0
Miscellaneous M	89	33,747,790	651,560	33,096,230	33,747,790
TOTAL LISTED REAL	592	428,268,201	157,597,806	270,670,395	428,268,201
P.P. Cable	0	0		0	0
P.P. Equipment	0	0			
P.P. Inventory	0	0			
TOTAL LISTED P.P.	0	0		0	0
TOTAL LISTED VALUE		428,268,201	157,597,806	270,670,395	428,268,201
EXEMPTIONS					
Veterans 10K	5/5	50,000	40,000	10,000	50,000
Veterans >10K		150,000			
Total Veterans		200,000	40,000	10,000	50,000
P.P. Contracts	0	0			
Contract Apprv VEPC	0/0	0	0	0	0
Grandfathered	2/2	615,300	0	615,300	615,300
Non-Apprv(voted)	0/0	0			
Owner Pays Ed Tax	0/0	0			
Total Contracts	2/2	615,300	0	615,300	615,300
FarmStab Apprv VEPC	0/0	0	0	0	0
Farm Grandfathered	0/0	0	0	0	0
Non-Apprv(voted)	0/0	0			
Owner Pays Ed Tax	0/0	0			
Total FarmStabContr	0/0	0	0	0	0
Current Use	168/168	84,722,800	19,757,500	64,965,300	84,722,800
Special Exemptions	1		0	703,320	703,320
Partial Statutory	1/1	3,210,500	0	3,210,500	3,210,500
Sub-total Exemptions		88,748,600	19,797,500	69,504,420	89,301,920
Total Exemptions		88,748,600	19,797,500	69,504,420	89,301,920
TOTAL MUNICIPAL GRAND LIST		3,395,196.01			
TOTAL EDUCATION GRAND LIST			1,378,003.06	2,011,659.75	3,389,662.81
NON-TAX 17 NON-TAX PARCELS ARE NOT INCLUDED ON THE 411					



TOWN OF POMFRET, VERMONT

SELECTBOARD

Draft – July 8, 2025

July 2025

Dear Pomfret Taxpayer:

Enclosed is your property tax bill for the fiscal year that began on July 1. Please review this document carefully; it is the only copy you will receive.

IMPORTANT PAYMENT INFORMATION

All payments must be received at the town office (5218 Pomfret Road) by 2:30 PM on each due date indicated on your tax bill. Postmarks cannot be accepted. Please see the front of your tax bill for additional payment instructions.

As approved by the town voters, interest will accrue at 1.0% per month (or portion thereof) on all overdue amounts, and an 8.0% penalty will be added to any amount still overdue after the second due date. The interest and penalty are mandatory and cannot be waived by any town official.

Please write your parcel number on all checks and enclose the applicable payment stub from your tax bill. If you escrow property taxes, it is your responsibility to forward your tax bill to your mortgage company to calculate the correct payment amount.

Please contact Ellen DesMeules, Town Treasurer, at (802) 457-3861 or treasurer@pomfretvt.us, with any questions about payments.

REQUIRED HOMESTEAD DECLARATIONS

Property owners whose homes meet the definition of a Vermont homestead *must* file a Homestead Declaration annually. "Homestead" is defined at 32 V.S.A. 5401(7) and generally includes a principal dwelling and surrounding parcel of land that is owned and occupied by a Vermont resident as their home.

It is your responsibility as a property owner to claim your property as a homestead if it meets the definition of "homestead." There are significant penalties for failing to do so, including up to 100% of the education tax on the property, plus interest and late payment fees.

Due to the large difference between the homestead and non-homestead education rates this year, we anticipate the Tax Department will look carefully to ensure all required Homestead Declarations have been filed and may reclassify properties as homesteads if the required filings are not made.

If you have not already done so, you may file a Homestead Declaration until October 15. Filings made after the initial April 15 deadline may incur a late filing penalty. See <https://tax.vermont.gov/property-owners/homestead-declaration> for more information and filing instructions.

5218 POMFRET ROAD
NORTH POMFRET, VT 05053

PH. 802-457-3861
FAX 802-457-8180

[HTTP://POMFRETVT.US](http://pomfretvt.us)

TAX RATES EXPLAINED

Your tax bill includes separate rates for the town tax, local agreement and education tax. Only the town tax and local agreement are set by the town. The town tax funds local services including road maintenance, public safety and municipal administration. The local agreement funds the limited property tax exemption available to certain veterans. Together these taxes amount to about 20% of your total tax bill before any state adjustments are made.

The remainder of your bill – about 80% before any state adjustments – comprises the education tax. The education tax is set through a complex formula determined by the state and is impacted by the school district's budgeting process. See <https://tax.vermont.gov/property/education-property-tax-rates/faqs> for more information about how the education tax is determined.

TAX RATES AND SPENDING CHANGES

Your tax amount is based on your most recent assessed property value. Even if your assessed value decreased since the townwide reappraisal was completed in 2023, your tax amount may still be greater this year because the town tax rate has increased **12.4%**, offset in part by a 0.9% decrease in the homestead education rate and a 2.9% decrease in the non-homestead education rate. The non-homestead rate applies only to properties not declared as a homestead (see "Required Homestead Declarations" above). The table at right shows how tax rates have changed since last year.

The table below shows how spending approved by the town and school district voters has changed since last year. While many factors influence tax rates and tax bills, spending decisions play a significant role, as does application of the state education funding formula.

Tax Rates Comparison			
	FY 2025	FY 2026	Change
Town Tax	0.3534	0.3973	0.0439 (+ 12.4%)
Local Agreement	0.0007	0.0007	(-%)
Homestead Education	1.6654	1.6511	-0.0143 (- 0.9%)
Total Homestead Tax Rate	2.0195	2.0491	0.0296 (+ 1.5%)
Town Tax	0.3534	0.3973	0.0439 (+ 12.4%)
Local Agreement	0.0007	0.0007	(-%)
Non-Homestead Education	1.3837	1.3431	-0.0406 (- 2.9%)
Total Non-Homestead Tax Rate	1.7378	1.7411	0.0033 (+ 0.2%)

Approved Town and School Spending Comparison			
	FY 2025	FY 2026	Change
Total Town Spending	\$ 1,877,779	\$ 2,007,578	\$ 129,799 (+ 6.9%)
Total School Spending	\$ 29,756,674	\$ 30,773,078	\$ 1,016,404 (+ 3.4%)

PROPERTY TAX RELIEF MAY BE AVAILABLE

If the property being taxed includes your Homestead, you may be eligible for an income-based property tax credit. In addition to avoiding the significant penalties described above, you can claim the property tax credit by filing a Homestead Declaration. The following forms are required:

- Homestead Declaration and Property Tax Credit Claim (Form HS-122)
- Household Income Schedule (Schedule HI-144)

You may file these forms until October 15, regardless of whether you filed a state income tax return. The information needed to complete these forms can be found on your tax bill. See <https://tax.vermont.gov/property-owners/homestead-declaration> for more information and filing instructions.

The Vermont Statutes Online

The Statutes below include the actions of the 2024 session of the General Assembly.

NOTE: The Vermont Statutes Online is an unofficial copy of the Vermont Statutes Annotated that is provided as a convenience.

Title 32 : Taxation and Finance

Chapter 135 : Education Property Tax

(Cite as: 32 V.S.A. § 5410)

§ 5410. Declaration of homestead

- (a) A homestead owner shall declare ownership of a homestead for purposes of education property tax.
- (b) Annually, on or before the due date for filing the Vermont income tax return, without extension, each homestead owner shall, on a form prescribed by the Commissioner, which shall be verified under the pains and penalties of perjury, declare the owner's homestead, if any, as of, or expected to be as of, April 1 of the year in which the declaration is made.
- (c) In the event that an unsigned but otherwise completed homestead declaration is filed with the declarant's signed State income tax return, the Commissioner may treat such declaration as signed by the declarant.
- (d) The Commissioner shall provide a list of homesteads in each town to the town listers by May 15. The listers shall notify the Commissioner by June 1 of any residences on the Commissioner's list that do not qualify as homesteads. The listers shall separately identify homesteads in the grand list.
- (e) The Commissioner shall adopt rules governing the eligibility requirements for declaring a homestead.
- (f) [Repealed.]
- (g) If the property identified in a declaration under subsection (b) of this section is not the taxpayer's homestead or if the owner of a homestead fails to declare a homestead as required under this section, the Commissioner shall notify the municipality, and the municipality shall issue a corrected tax bill that may, as determined by the governing body of the municipality, include a penalty of up to three percent of the education tax on the property. However, if the property incorrectly declared as a homestead is located in a municipality that has a lower homestead tax rate than the nonhomestead tax rate or if an undeclared homestead is located in a municipality that has a lower nonhomestead tax rate than the homestead tax rate, then the governing body of the municipality may include a penalty of up to eight percent of the education tax liability on the property. If the Commissioner determines that the declaration or failure to declare was with fraudulent intent, then the municipality shall assess the taxpayer a penalty in an amount equal to 100 percent of the education tax on the property, plus any interest and late-payment fee or commission that may be due. Any penalty imposed under this section and any additional property tax interest and late-payment fee or commission shall be assessed and collected by the municipality in the same manner as a property tax under chapter 133 of this title. Notwithstanding section 4772 of this title, issuance of a corrected bill issued under this section does not extend the time for payment of the original bill nor relieve the taxpayer of any interest or penalties associated with the original bill. If the corrected bill is less than the original bill and there are also no unpaid current year taxes, interest, or penalties and no past year delinquent taxes or penalties and interest charges, any overpayment shall be reflected on the corrected tax bill and refunded to the taxpayer.

(h) The filing of a new or corrected declaration or rescission of an erroneous declaration, on or before September 1 of the property tax year, that is not reflected in the first Education Fund payment under 16 V.S.A. § 4028 for that fiscal year or in a municipality's first payment to the Education Fund under subsection 5402(c) of this title for that fiscal year, shall be reflected in the final net payment to or from the Education Fund for that fiscal year. The municipality may retain 0.225 of one percent of the tax collected. Any reduction in tax paid to a municipality due to a new, revised, or rescinded declaration shall be paid by the municipality to the taxpayer no later than May 15 of the fiscal year. No later than June 1, each municipality shall provide to the State Treasurer a list of taxpayers who filed late or corrected declarations or rescinded declarations, the amount of the change in education tax, and the amount of any interest and penalty billed the taxpayer.

(i) An owner filing a new or corrected declaration or rescinding an erroneous declaration after October 15 shall not be entitled to a refund resulting from the correct property classification, and any additional property tax and interest that would result from the correct classification shall not be assessed as tax and interest, but shall instead constitute an additional penalty to be assessed and collected in the same manner as penalties under subsection (g) of this section. Any change in property classification under this subsection shall not be entered on the grand list.

(j) A taxpayer may appeal a determination of domicile for purposes of a homestead declaration or an assessment of fraud penalty under this section to the Commissioner in the same manner as an appeal under chapter 151 of this title. A taxpayer may appeal an assessment of any other penalty under this section to the listers within 14 days after the date of mailing of notice of the penalty, and from the listers to the board of civil authority, and thereafter to the courts, in the same manner as an appraisal appeal under chapter 131 of this title. The legislative body of a municipality shall have authority in cases of hardship to abate all or any portion of a penalty appealable to the listers under this section and any tax, penalty, and interest arising out of a corrected property classification under this section, and shall state in detail in writing the reasons for its grant or denial of the requested abatement. The legislative body may delegate this abatement authority to the board of civil authority or the board of abatement for the municipality. Requests for abatement shall be made to the municipal treasurer or other person designated to collect current taxes, and that person shall forward all requests, with that person's recommendation, to the body authorized to grant or deny abatement.

(k) A municipality may retain any penalties and interest assessed and collected in accord with this section.

(l) "Hardship" under this section means an owner's inability to pay as certified by the Commissioner of Taxes, in the Commissioner's discretion, or means an owner filing an incorrect, or failing to file a correct, homestead declaration due to one or more of the following:

(1) full-time active military duty of the declarant outside the State;

(2) serious illness or disability of the declarant;

(3) serious illness, disability, or death of an immediate family member of the declarant; and

(4) fire, flood, or other disaster. (Added 1997, No. 60, § 45, eff. Jan. 1, 1999; amended 1997, No. 71 (Adj. Sess.), §§ 12, 13, 14, eff. Jan. 1, 1998; 1997, No. 71 (Adj. Sess.), § 76, eff. January 1, 1999; 1999, No. 1, § 60g(b); 1999, No. 49, §§ 31, 53, eff. June 2, 1999; 2003, No. 68, § 6, eff. July 1, 2004; 2003, No. 76 (Adj. Sess.), §§ 2, 20, eff. Feb. 17, 2004; 2003, No. 107 (Adj. Sess.), § 18a; 2005, No. 38, § 6, eff. Jan. 1, 2006; 2005, No. 38, § 17; 2005, No. 185 (Adj. Sess.), § 6, eff. Jan. 1, 2006; 2007, No. 190 (Adj. Sess.), § 12; 2009, No. 1 (Sp. Sess.), § H.24, eff. June 2, 2009; 2009, No. 160 (Adj. Sess.), § 47, eff. June 4, 2010; 2011, No. 45, § 11, eff. May 24, 2011; 2011, No. 143 (Adj. Sess.), § 25, eff. Jan. 1, 2013; 2013, No. 174 (Adj. Sess.), §§ 17, 18; 2021, No. 105 (Adj. Sess.), § 531, eff. July 1, 2022.)

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 financial assistance to a municipality under 19 V.S.A. § 306(d) for emergency aid in repairing, building, or rebuilding class 1, 2, or 3 town highways and bridges damaged by natural or man-made disasters.
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 **30** 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 12/7/2023)

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

7. 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 12/7/2023)
 - 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: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: EM0178		² Original ☒ Amendment # _____	
³ Grant Title: Town Highway Emergency Fund Program - FY 25			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$332,086.00	
⁶ Total Award Amount: \$332,086.00			
⁷ Award Start Date: Jul 01, 2024		⁸ Award End Date: Dec 31, 2026	
⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Supplier #: 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 ☒ NO ☐		¹⁹ Match/In-Kind: \$ \$36,231.00 Description: In-kind or Cash	
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: EUE8ZZ1LLGV6		²² Indirect Rate: N/A % (Approved rate or de minimis 10%)		²³ FFATA: YES ☐ NO ☒	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: ☐	
²⁶ EEI Registered 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 (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$332,086.00	\$332,086.00	Transportation Fund

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ ALN#	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			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$332,086.00	\$332,086.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Christopher Bump

TITLE: District 4

PHONE:Cell (802) 356 - 7678

EMAIL: chris.bump@vermont.gov

GRANTEE

NAME: Benjamin Brickner

TITLE: Selectboard Chair

PHONE:Office: (802) 457 - 3861

EMAIL: benjamin.brickner@pomfretvt.us

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 codes and 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 (ANR). 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 Grantee has adopted codes and 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 (ANR), eligibility for reimbursement for repair or replacement (if destroyed) will be reviewed according to those standards.
- f. Where a Grantee has not adopted codes and 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 (ANR), eligibility for reimbursement for repair or replacement (if destroyed) of infrastructure shall be limited to the specifications of the infrastructure that pre-existed the emergency event; however, the repair or replacement shall be to standards approved by VTrans.



VERMONT

AGENCY OF TRANSPORTATION

FY 2025 Municipal Highway Grant Application

APPLYING FOR: ☐ Structures ☐ Class 2 Roadway ☒ Emergency

MUNICIPALITY: Pomfret

MUNICIPAL CONTACT (name): Frank Rogers

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

Phone: (802) 457-2767

E-Mail: highway@pomfretvt.us

ACCOUNTING SYSTEM: ☐ Automated ☐ Manual ☒ Combination

SAMS #: ELLSZHMPBA76

Grantee FY End Month (mm format): 06

DISTRICT CONTACT (name): Chris Bump

Phone: (802) 295-8888

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# 1, (Name) Pomfret Road _____ which is a class 2 town highway.

Bridge # _____, which crosses _____

Culvert # _____, for which the original size was _____ and the replacement size is _____

Causeway: _____

Retaining Wall: _____

Latitude: 43.7233894

Longitude: -72.4789836

MM (If Available):

Problem:

A landslide primarily affecting Pomfret Road dislocated guardrail and impaired the structural integrity of the adjacent embankment. Also affected was Caper Street (TH 13), which runs along top of the embankment and has been reduced to one lane due to guardrail dislocation, subsidence, and risk of further movement.

Reason For Problem:

Town highway infrastructure damage resulted from a landslide that occurred on Saturday, May 10, 2025. The landslide was caused by a long duration rain event during which approximately 5 inches of rain fell at the slide location between Friday, May 2 and Saturday, May 10, with 2.5 inches falling over 35 hours on May 9–10.

Proposed Scope of Work:

Stabilization and repair of the embankment on both sides of Pomfret Road in the slide area. Stabilization and repair of Caper Street, which runs along top of the embankment and has been reduced to one lane. Ditching, drainage and regrading in the affected area to reduce the risk of additional sliding after future rain events.

Detailed Cost Estimate (below or attached):

\$31,300 for engineering work (see attached). An estimated cost of the construction work is anticipated no later than the week of June 1 and will be provided at that time.

Estimated Project Amount: \$ 368,317.00

Estimated Completion Date: 09/15/2025

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

Below this line to be filled in by VTrans staff:Recommended Award Amount: **\$332,086**District Staff Approval: (name) **Chris Bump** Date: **6/17/2025****Note:**

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

TH Emergency Grant Eligibility/Award Checklist

Town: Pomfret
District: 4
Date: 6/17/2025

Application Includes:

	Yes	No
Explanation of how disaster has created financial emergency for the town.	x	
Damage description with list of measures to prevent or reduce future damage.	x	
Copy of town annual financial plan (TA 60)	x	
Copy of insurance	x	
Repair cost estimate	x	

DTA Review

Comments		
Recommendations		

TH Emergency Award Calculations		
Total Annual Highway Budget	\$	739,397
Winter Maintenance Budget	\$	377,092
Non-Winter Highway Budget	\$	362,305
Deductible (10% of non-winter highway budget)	\$	36,231
Total Damage Estimate	\$	368,317
Does total damage exceed deductible?	YES	
If "YES," proceed with grant.		
If "NO," project not eligible.		
Award amount (10% rule from 19 V.S.A. §306(d)(3))		332,086
Award amount (90% of total)		331,485
Award Amount (the greater of above two options)		332,086



TOWN OF POMFRET, VERMONT

SELECTBOARD

May 13, 2025

VIA ELECTRONIC MAIL

Vermont Agency of Transportation, District 4
223 Beswick Drive
White River Junction, Vermont 05001
Attention: Christopher Bump, Project Manager
chris.bump@vermont.gov

**Re: Emergency Aid Fund Application
(Pomfret Road (T.H. 1) Landslide Damage, May 10, 2025)**

Dear Mr. Bump:

The Town of Pomfret respectfully requests emergency assistance from the Emergency Aid Fund to address infrastructure damage resulting from a landslide that occurred on Saturday, May 10, 2025. The landslide was caused by a long duration rain event during which approximately 5 inches of rain fell at the slide location between Friday, May 2 and Saturday, May 10, with 2.5 inches falling over 35 hours on May 9–10.¹

The landslide primarily affected Pomfret Road (Town Highway 1 at 43.7233894, -72.4789836), dislocating guardrail and impairing the structural integrity of the adjacent embankment. Also affected was Caper Street (Town Highway 13 at 43.7236026, -72.4791589), which runs along the embankment top and has been reduced to one lane due to additional guardrail dislocation, subsidence of the traveled way, and risk of further movement.

Pomfret Road is designated as a "major collector" (FAS 0166) by the Agency of Transportation, underscoring the regional importance of this infrastructure. We understand, however, that the slide damage does not qualify for FEMA or Federal Highway Administration major disaster assistance.

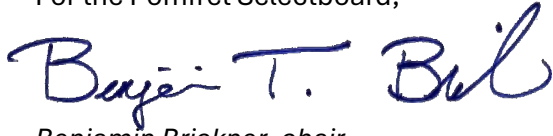
Caper Street is a dead-end road serving approximately two dozen residential dwellings beyond the slide area. This road must be stabilized and repaired to ensure residents can safely leave their homes and emergency services can reach them in the event of an emergency.

¹ See National Weather Service, Citizen Weather Observer Program, North Pomfret, Vermont (Station ID F4435), available at <https://www.weather.gov/wrh/timeseries?site=F4435>.

May 13, 2025

For these reasons, we respectfully request Vtrans' review and approval of emergency assistance so that restoration of Pomfret Road and Caper Street can begin as soon as possible.

For the Pomfret Selectboard,

A handwritten signature in blue ink, appearing to read "Benjamin T. Brickner". The signature is fluid and cursive, with the first name "Benjamin" and the last name "Brickner" being more legible than the middle initial "T.".

Benjamin Brickner, chair

ANNUAL FINANCIAL PLAN - TOWN HIGHWAYS
19 V.S.A. § 306(j)

TA-60

Town of **Pomfret** Fiscal Year **2025** Begin **7/1/24** End **6/30/25**

INCOME

DESCRIPTION	ESTIMATED
State Funds - 19 V.S.A. Section 306(a):	
Class 1 0.000	\$ 0.00
Class 2 14.650	\$ 72,019.56
Class 3 47.750	\$ 87,165.12
Town Tax Funds – 19 V.S.A. Section 307	\$ 761,216.00
Special Funds (e.g., bonds or earmarks):	
a. Highway Vehicle Reserve Funding	\$ 165,000.00
b. Paving and Bridge Reserve Funding	\$ 200,000.00
c. Municipal Standards Grant	\$ 24,000.00
TOTAL	\$ 1,309,401.00

EXPENSES

DESCRIPTION	ESTIMATED
Winter Maintenance	\$ 377,092.00
Non-Winter Maintenance	\$ 362,305.00
Major Construction Projects	
a. Wild Apple Bridge	\$ 350,000.00
b. Stage Rd Paving	\$ 371,309.00
c.	\$
TOTAL	\$ 1,460,706.00

Comments:

This form shall be signed by the appropriate town officials and forwarded to the District Transportation Administrator.

TA-60 Rev 09-13

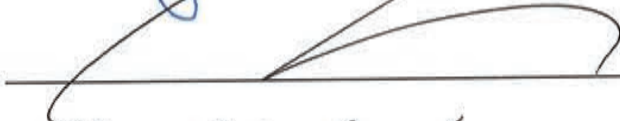
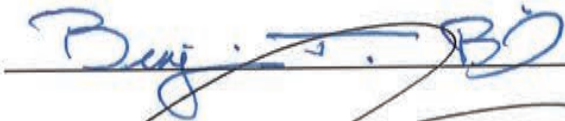
ANNUAL FINANCIAL PLAN - TOWN HIGHWAYS

TA-60

19 V.S.A. § 306(j)

(page 2)

We, the Legislative Body of the Municipality of Pomfret certify
that funds raised by municipal taxes are equivalent to or greater than a sum of at least \$**300.00**
per mile for each mile of Class 1, 2, and 3 Town Highway in the municipality. (19 V.S.A. 307)

Date: March 20, 2024

(Duly Authorized Representatives)

The submitted Town Plan meets the requirements of Title 19, Section 306(j).

Date: _____

District Transportation Administrator



**Vermont League
of Cities & Towns**

Issue Date: 01/01/2025

Policy Number: PACIF1510-25

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	01/01/2025 - 01/01/2026	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2025 - 01/01/2026	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2025 - 01/01/2026	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2025 - 01/01/2026	As Per Policy Declarations
Other: The State of Vermont and its officers and employees are included as an additional covered party (additional insured), but only in respect to operations by or on behalf of the Named Member, as respects the grant.		
Certificate Holder: State of Vermont	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					
EMERGENCY SLOPE REMEDIATION PROJECT					
ENGINEERS PRELIMINARY ESTIMATE					
Pay Item No.	Item of Work	Unit	Estimated Quantities	Unit Price	Total Bid Amount
201.10	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1	10000	10000.00
203.15	Common Excavation	CY	2700	18	48594.67
301.35	Subbase of Dense Graded Crushed Stone	CY	2700	38	102599.72
401.10	Aggregate Surface Course	CY	340	38	12921.27
406.35	Superpave Bituminous Concrete Pavement	Ton	100	100	10000.00
613.15	Rip Rap, Light Type	CY	440	35	15391.19
613.16	Rip Rap, Heavy Type	CY	200	40	8000.44
621.021	Remove and Reset Guardrail	LF	290	20	5800.00
621.205	Steel Beam Guardrail, Galvanized With 8 Feet Posts	LF	120	33	3960.00
621.207	Steel Beam Guardrail Galvanized, Nested With 8 Feet Posts	LF	125	35	4375.00
621.152	Anchor For Steel Beam Guardrail	EA	3	1200	3600.00
635.11	Mobilization/Demobilization	LS	1	20000	20000.00
641.10	Traffic Control	LS	1	10000	10000.00
649.11	Geotextile for Roadbed Separator	SY	1000	3.00	3000.00
651.35	Topsoil	CY	20	25	500.00
651.40	Grubbing Material	SY	980	15	14699.33
653.20	Rolled Erosion Control Product, Type I	SY	300	12	3600.00
900.620	Special Provision - Throat Manhole Structure, Special Provision	EA	2	7500	15000.00
900.640	Special Provision - Underdrain Pipe, 6 Inch, All Inclusive	LF	550	25	13750.00
900.640	Special Provision - Drainage behind Rip Rap, 6 Inch, All Inclusive	LF	360	30	10800.00
900.640	Special Provision - Boulder Toe Wall	LF	210	35	7350.00
900.640	Special Provision - 24 Inch, HPPP, All Inclusive	LF	115	125	14375.00
900.640	Special Provision - Stone Swale, All Inclusive	LF	600	25	15000.00
			SUBTOTAL =		353,316.62
			5% CONTINGENCY =		17,665.83
			TOTAL =		368,316.62

TOWN OF POMFRET

POMFRET ROAD – TH #1 & CAPER STREET – TH #13 EMERGENCY SLOPE REMEDIATION PROJECT NORTH POMFRET, VERMONT JUNE, 2025

**PROGRESS PLANS
FOR REVIEW ONLY
NOT FOR CONSTRUCTION**

OWNER

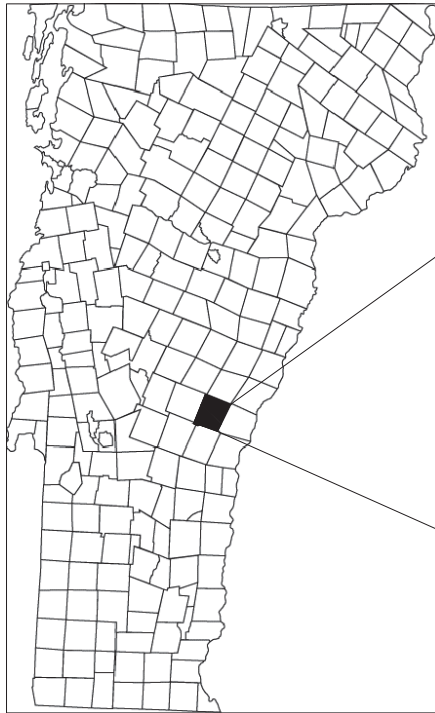
TOWN OF POMFRET
5218 POMFRET ROAD
NORTH POMFRET, VERMONT 05053

ENGINEER

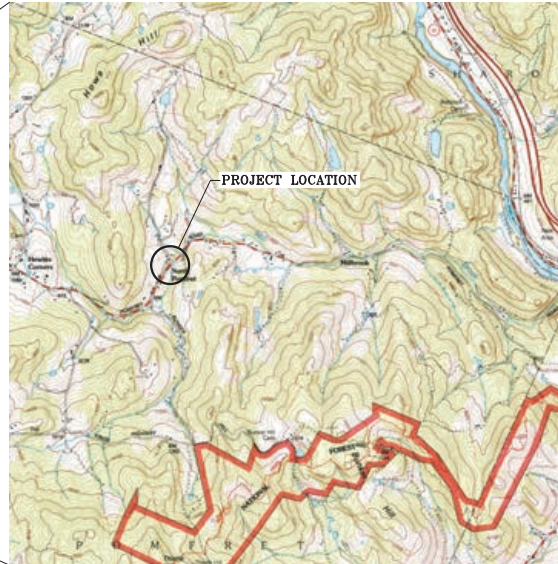
HARRINGTON CIVIL ENGINEERS, INC.
7868 POMFRET ROAD
NORTH POMFRET, VERMONT 05053
(802) 457-1299

GEOTECHNICAL ENGINEER

M&W SOILS ENGINEERING, INC.
159 EAST STREET
PO BOX 1466
CHARLESTOWN, NEW HAMPSHIRE 03603
(603) 826-5873



**NORTH
POMFRET**



PROJECT LOCATION PLAN

SCALE: 1" = 2000'

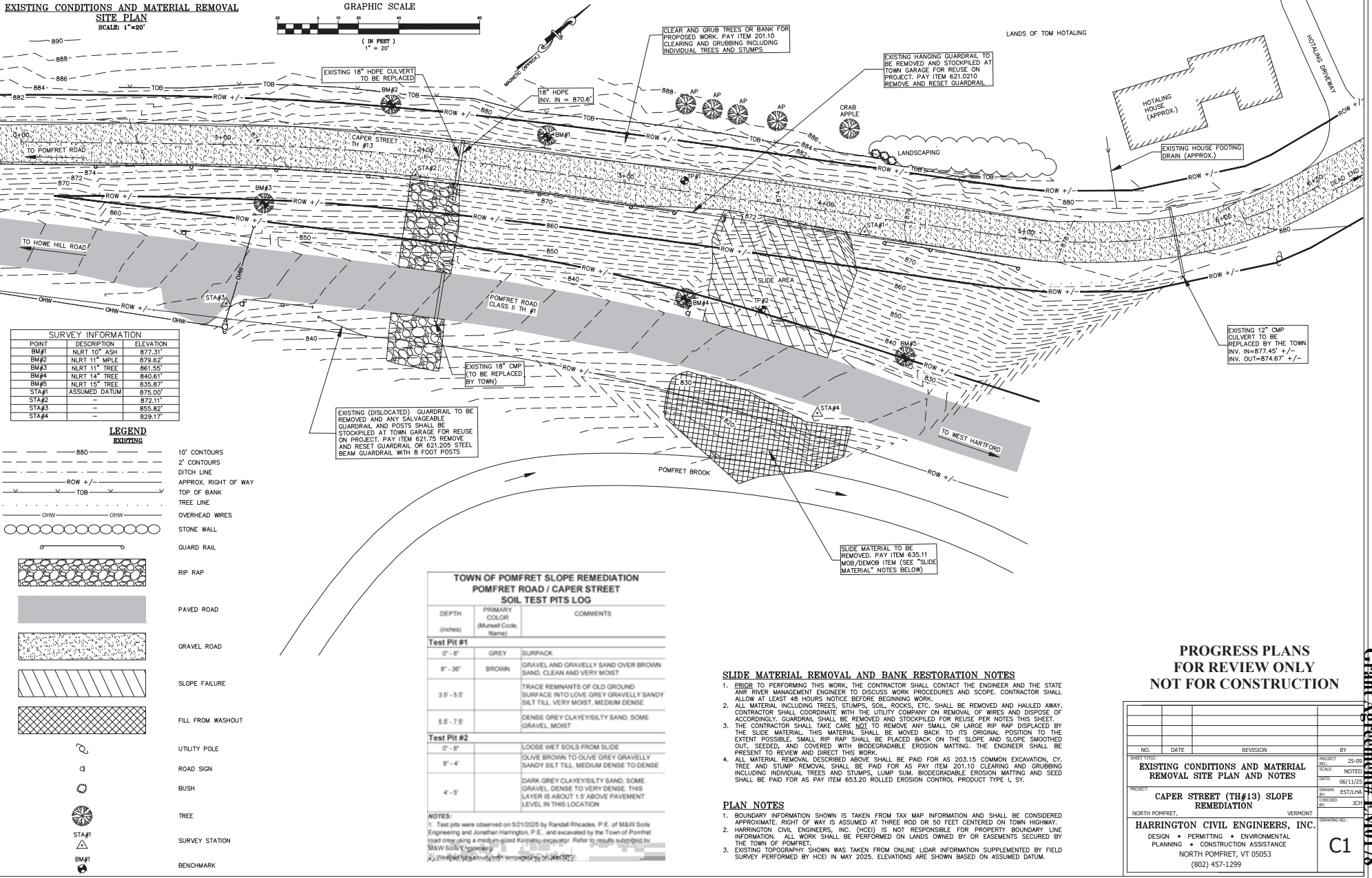
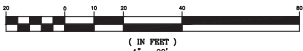
PLAN SHEETS

SHEET #	SHEET TITLE	ORIGINAL DATE	REVISED DATE
C1	EXISTING CONDITIONS AND MATERIAL REMOVAL PLAN AND NOTES	06/11/25	
C2	PROPOSED CONDITIONS SITE PLAN, ROAD PROFILE, AND NOTES	06/11/25	
C3	SLOPE AND DRAINAGE DETAILS AND NOTES	06/11/25	
C4	SLOPE SECTIONS, DETAILS, AND NOTES	06/11/25	
C5	EROSION CONTROL DETAILS AND NOTES	06/11/25	

EXISTING CONDITIONS AND MATERIAL REMOVAL
SITE PLAN

SCALE: 1"=20'

GRAPHIC SCALE



TOWN OF POMFRET SLOPE REMEDIATION
POMFRET ROAD / CAPER STREET
SOIL TEST PITS LOG

DEPTH (inches)	PRIMARY COLOR (Munsell Code, Name)	COMMENTS
Test Pit #1		
0' - 8"	GREY	SURFACE
8" - 36"	BROWN	GRAVEL AND GRAVELLY SAND OVER BROWN SAND, CLEAN AND VERY MOIST
3.5' - 5.5'		TRACE REMNANTS OF OLD GROUND SURFACE INTO LOVE GREY GRAVELLY SANDY SILT TILL, VERY MOIST, MEDIUM DENSE
5.5' - 7.5'		DENSE GREY CLAYEY SILTY SAND, SOME GRAVEL, MOIST
Test Pit #2		
0' - 8"		LOOSE VET SOILS FROM SLIDE
8" - 4'		OLIVE BROWN TO OLIVE GREY GRAVELLY SANDY SILT TILL, MEDIUM DENSE TO DENSE
4' - 5'		DARK GREY CLAYEY SILTY SAND, SOME GRAVEL, DENSE TO VERY DENSE, THIS LAYER IS ABOUT 1.5' ABOVE PAVEMENT LEVEL IN THIS LOCATION

NOTES:
1. Test pits were observed on 5/21/2025 by Randall Rhoades, P.E. of M&W Soils Engineering and Jonathan Harrington, P.E., and excavated by the Town of Pomfret road crew using a medium-sized Komatsu excavator. Refer to results submitted by M&W Soils Engineering.
2. Weathered bedrock was encountered at approximately 4' depth.

SLIDE MATERIAL REMOVAL AND BANK RESTORATION NOTES

1. PRIOR TO PERFORMING THIS WORK, THE CONTRACTOR SHALL CONTACT THE ENGINEER AND THE STATE AND RIVER MANAGEMENT ENGINEER TO DISCUSS WORK PROCEDURES AND SCOPE. CONTRACTOR SHALL ALLOW AT LEAST 48 HOURS NOTICE BEFORE BEGINNING WORK.
2. ALL MATERIAL INCLUDING TREES, STUMPS, SOIL, ROCKS, ETC. SHALL BE REMOVED AND HAULED AWAY. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY ON REMOVAL OF WIRES AND DISPOSE OF ACCORDINGLY. GUARDRAIL SHALL BE REMOVED AND STOCKPILED FOR REUSE. PER NOTES THIS SHEET.
3. THE CONTRACTOR SHALL TAKE CARE NOT TO REMOVE ANY SMALL OR LARGE RIP RAP DISPLACED BY THE SLIDE MATERIAL. THIS MATERIAL SHALL BE MOVED BACK TO ITS ORIGINAL POSITION TO THE EXTENT POSSIBLE. SMALL RIP RAP SHALL BE PLACED BACK ON THE SLOPE AND SLOPE SMOOTHED OUT, SEED, AND COVERED WITH BIODEGRADABLE EROSION MATTING. THE ENGINEER SHALL BE PRESENT TO REVIEW AND DIRECT THIS WORK.
4. ALL MATERIAL REMOVAL DESCRIBED ABOVE SHALL BE PAID FOR AS 203.15 COMMON EXCAVATION, CY. TREE AND STUMP REMOVAL SHALL BE PAID FOR AS PAY ITEM 201.10 CLEARING AND GRUBBING INCLUDING INDIVIDUAL TREES AND STUMPS, LUMP SUM. BIODEGRADABLE EROSION MATTING AND SEED SHALL BE PAID FOR AS PAY ITEM 653.20 ROLLED EROSION CONTROL PRODUCT TYPE I, SY.

PLAN NOTES

1. BOUNDARY INFORMATION SHOWN IS TAKEN FROM TAX MAP INFORMATION AND SHALL BE CONSIDERED APPROXIMATE. RIGHT OF WAY IS ASSUMED AT THREE ROD OR 50 FEET CENTERED ON TOWN HIGHWAY.
2. HARRINGTON CIVIL ENGINEERS, INC. (HCEI) IS NOT RESPONSIBLE FOR PROPERTY BOUNDARY LINE INFORMATION. ALL WORK SHALL BE PERFORMED ON LANDS OWNED BY OR EASEMENTS SECURED BY THE TOWN OF POMFRET.
3. EXISTING TOPOGRAPHY SHOWN WAS TAKEN FROM ONLINE LIDAR INFORMATION SUPPLEMENTED BY FIELD SURVEY PERFORMED BY HCEI IN MAY 2025. ELEVATIONS ARE SHOWN BASED ON ASSUMED DATUM.

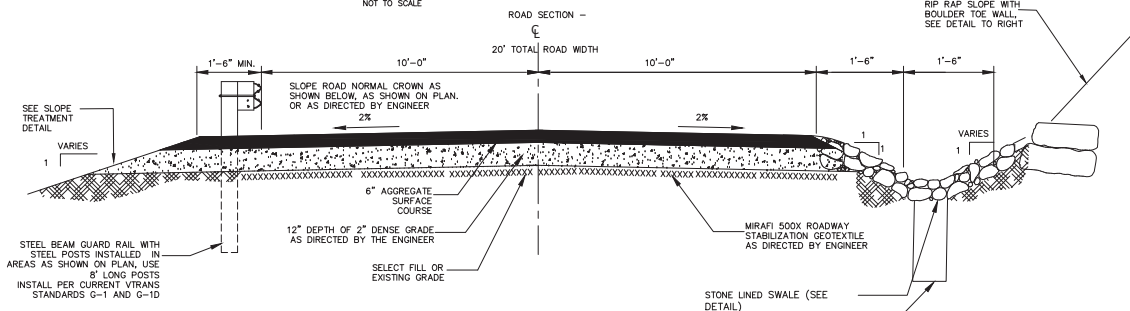
PROGRESS PLANS
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

C1



TYPICAL ROAD CROSS SECTION WITH GUARD RAIL

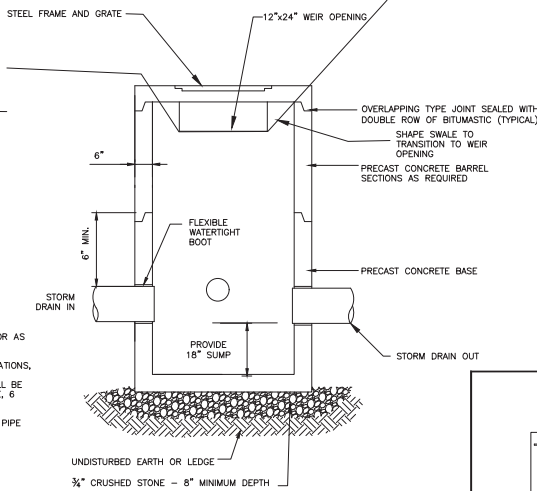
NOT TO SCALE



- NOTES:
1. STEEL BEAM GUARDRAIL SHALL BE INSTALLED IN ACCORDANCE WITH VTRANS STANDARD DETAIL G-1 AND G-1D AND IN AREAS AS SHOWN ON PLAN (SAME LOCATION AS EXISTING).
 2. ROAD SUBBASE AND SURFACE COURSE SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 3. CONTRACTOR SHALL FOLLOW THE FOLLOWING VTRANS 2018 SPECIFICATIONS:
 - AGGREGATE SURFACE COURSE - SECTION 401
 - DENSE GRADE CRUSHED STONE - SECTION 301
 4. PAY ITEMS ASSOCIATED WITH THE ROAD CONSTRUCTION AS SHOWN ABOVE INCLUDE:
 - ITEM 633.11 MOBILIZATION AND DEMOBILIZATION - (RESTORATION OF SURFACES)
 - ITEM 203.15 COMMON EXCAVATION
 - ITEM 301.35 SUBBASE OF DENSE GRADE STONE
 - ITEM 649.11 GEOTEXTILE FOR ROADBED SEPARATOR
 - ITEM 401.10 AGGREGATE SURFACE COURSE
 - ITEM 621.025 STEEL BEAM GUARDRAIL WITH 8 FOOT POSTS

MANHOLE DRAINAGE STRUCTURE DETAIL

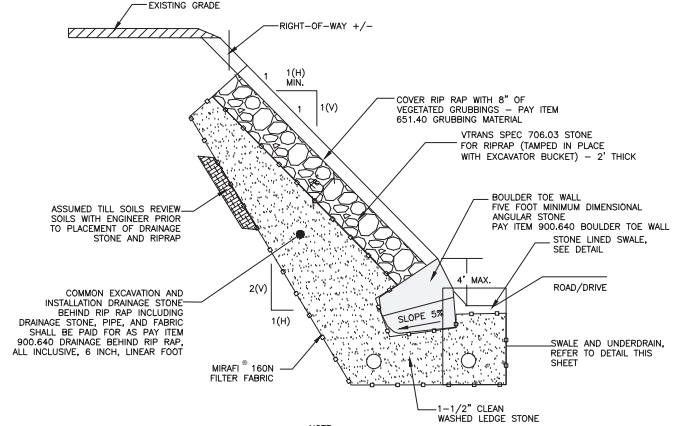
NOT TO SCALE



- NOTES:
1. MANHOLE STRUCTURE AS SHOWN SHALL BE AS PER WEED CONCRETE, LLC OR APPROVED EQUAL. SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL.
 2. CONCRETE SHALL BE 5000 PSI MINIMUM.
 3. REFER TO SITE PLAN FOR MANHOLE, RIM, AND INVERT ELEVATIONS.
 4. USE HEAVY DUTY STEEL GRATE. SUBMIT SHOP DRAWINGS OF CATCH BASIN FRAME AND COVER TO THE ENGINEER FOR APPROVAL.
 5. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING CATCH BASIN STRUCTURES ARE ANTI-BUOYANT IF WATER TABLE IS A CONCERN.

RIPRAP SLOPE WITH LARGE BOULDER TOE WALL

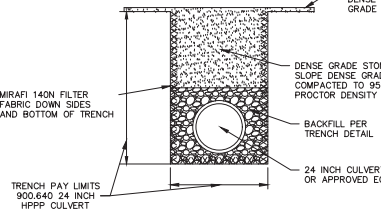
NOT TO SCALE



- NOTE:
1. CONTACT ENGINEER TO REVIEW LIMITS AND LOCATIONS OF RIP RAP SLOPE AND BOULDER TOE WALL.

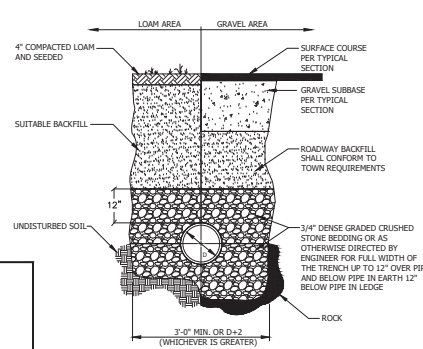
PIPE TRENCH DETAIL ON SLOPE

NOT TO SCALE



TYPICAL DRAINAGE TRENCH DETAIL

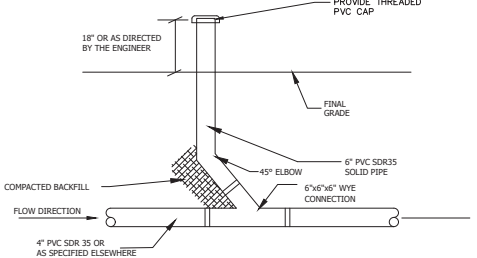
NOT TO SCALE



- NOTE:
1. USE HP CORRUGATED POLYPROPYLENE PIPE FOR CULVERTS. INSTALL PER TRENCH DETAIL AND MANUFACTURERS RECOMMENDATIONS.
 2. ALL BACKFILL UNDER, AROUND, AND OVER PIPE SHALL BE COMPACTED IN 12" LIFTS WITH VIBRATORY COMPACTOR TO 95% STANDARD PROCTOR DENSITY.

DRAINAGE PIPE CLEANOUT DETAIL

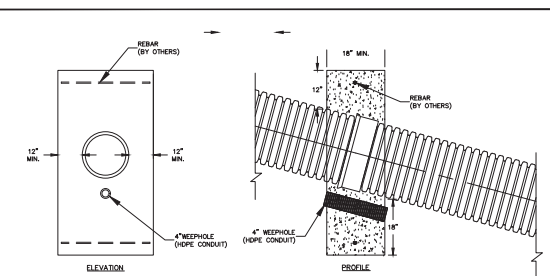
NOT TO SCALE



- NOTES:
1. INSTALL AT FURTHEST UPSTREAM END OF EACH UNDERDRAIN SECTION OR IN LOCATIONS AS DIRECTED BY THE ENGINEER.
 2. CLEANOUT FOR UNDERDRAIN AS SHOWN ABOVE SHALL BE PAID FOR INCIDENTAL TO PAY ITEM 900.640, SPECIAL PROVISION, UNDERDRAIN PIPE, 6 INCH, ALL INCLUSIVE.

CONCRETE ANCHOR DETAIL

NOT TO SCALE



- NOTES:
1. PIPE TO BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS. SEE 910-110.
 2. ANCHORS SHALL BE PLACED EVERY JOINT AS SHOWN ON PLAN.
 3. VELOCITY REDUCTION METHODS SHALL BE USED WHEN SLOPE CREATES VELOCITY GREATER THAN 20' PER SECOND TO PAY ITEM 900.640 24 INCH HPPH ALL INCLUSIVE.
 4. ANCHORS SHALL BE PAID FOR AS INCIDENTAL TO PAY ITEM 900.640 24 INCH HPPH ALL INCLUSIVE.

REV	DESCRIPTION	BY	DATE	CHKD
1	ISSUED FOR PERMITTING	JD	06/11/25	JD
2	ISSUED FOR CONSTRUCTION	JD	06/11/25	JD
3	ISSUED FOR CONSTRUCTION	JD	06/11/25	JD

NO.	DATE	REVISION	BY
1	06/11/25	NOTED	JD
2	06/11/25	NOTED	JD
3	06/11/25	NOTED	JD

SLOPE AND DRAINAGE DETAILS AND NOTES

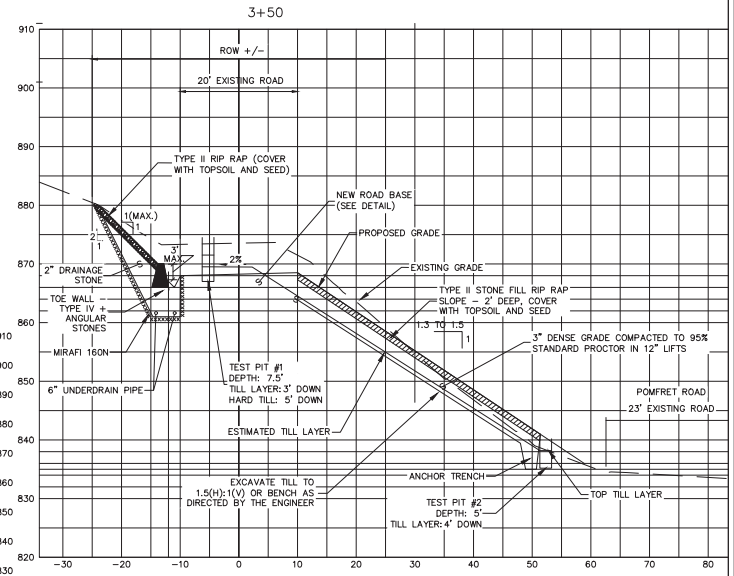
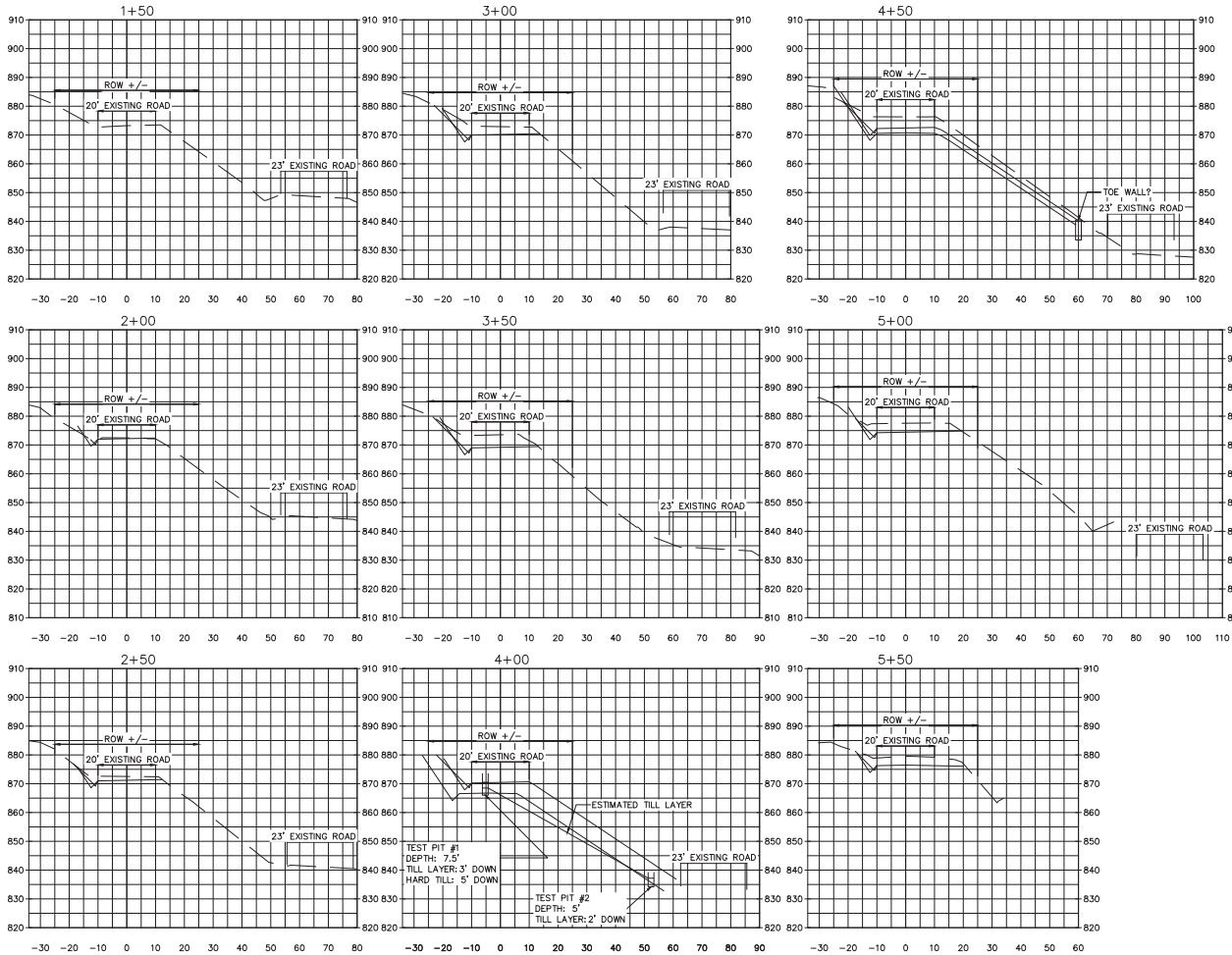
PROJECT: **CAPER STREET (TH#13) SLOPE REMEDIATION**

NORTH POMFRET, VERMONT

HARRINGTON CIVIL ENGINEERS, INC.

DESIGN • PERMITTING • ENVIRONMENTAL
PLANNING • CONSTRUCTION ASSISTANCE

NORTH POMFRET, VT 05053
(802) 457-1299



Grant Agreement# EM0178

NO.	DATE	REVISION	BY
		SHEET TITLE:	PROJECT NO. 25-09
		SLOPE SECTIONS, DETAILS, AND NOTES	SCALE NOTED
			DATE 06/11/25
PURPOSE:	CAPER STREET (TH#13) SLOPE REMEDIATION		DRAWN BY EST/LHA CHECKED BY JCH
NORTH POMFRET,	VERMONT	DRAWING NO.	
HARRINGTON CIVIL ENGINEERS, INC.		HARRINGTON NO.	
DESIGN * PERMITTING * ENVIRONMENTAL PLANNING * CONSTRUCTION ASSISTANCE		C4	
NORTH POMFRET, VT 05053			
(802) 457-1299			

NO.	DATE	REVISION	BY
SHEET TITLE:			
EROSION CONTROL DETAILS AND NOTES			PROJECT NO. 25-09
			DRAWN BY EST/LHA
			CHECKED BY JCH
			DATE 06/11/25
PROJECT:			
CAPER STREET (TH#13) SLOPE REMEDIATION			
NORTH HOPKINET,		VERMONT	
HARRINGTON CIVIL ENGINEERS, INC.			
DESIGN • PERMITTING • ENVIRONMENTAL PLANNING • CONSTRUCTION ASSISTANCE			
NORTH HOPKINET, VT 05053			
(802) 457-1299			
			DRAUGHTING NO.
			C5

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.

Quarterly Progress Reports are due no later than the fifteenth of the month following the quarter being reported, (January 15, April 15, July 15, and October 15).

Within 45 days of completion of the work, the Grantee must request payment using a written invoice, to be accompanied by copies of any and all documentation supporting the invoice.

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

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

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 \$1,000,000 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 TransportationStandard Title VI/Non-Discrimination AssurancesDOT 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.*

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Pomfret, a Vermont municipal corporation (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 approved in writing by both the Owner (or its designee) 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 and provide a written recommendation to the Selectboard of the Town of Pomfret (the "Selectboard") on the questions presented.
- C. Within seven days after the Selectboard receives the Engineer's written recommendation on a question concerning the requirements of the Contract Documents or the acceptability of the Work under the Contract Documents, the Selectboard shall either provide notice to the Engineer and Contractor that it intends to consider the matters addressed by the Engineer's written recommendation at the next Selectboard meeting, or the Engineer's

recommendations shall become the final decision on the questions presented. If the Selectboard provides notice and considers the Engineer's recommendations at a Selectboard meeting, it will render a written clarification, interpretation, or decision on the issue(s) submitted with the recommendation of the Engineer 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.
- E. Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Owner and Contractor. No employee-related withholdings or deductions shall be made from payments due to Contractor. Contractor shall not be entitled to receive any benefits from Owner and shall not be eligible for workers' compensation or unemployment benefits. Contractor agrees that it is an independent contractor and that this contract does not create a partnership, joint venture, or corporation of any kind.
- F. This Contract is binding upon and inures to the benefit of the heirs, successors, and assigns of the parties hereto. No party hereto may assign its rights or obligations under the Contract without prior written consent of the other parties.

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. Request for Proposals.
 - 5. Contract between Owner and Engineer (Harrington Civil Engineers, Inc.).
 - 6. Addenda.
 - 7. Exhibits to this Contract (enumerated as follows):
 - a. **Attachment A – Contract Plans by Harrington Civil Engineers, Inc.**
 - b. **Attachment B – Project Bid Form**
 - c. **Attachment C - Measurement and Payment**
 - 8. 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 completed and ready for final payment on or before **August 29, 2025**.
- B. Contractor shall provide Engineer and Owner written notice stating the date construction will begin at least seven (7) days prior to beginning construction.

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 as agreed upon by the parties. 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 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 as agreed upon by the parties.
- D. Contractor shall not be entitled to an adjustment in 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 Project 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 by the actual quantity of that Work item completed. Actual quantities installed and completed will be

determined by the Engineer. In no instance shall the total amount paid to Contractor exceed the Total Bid Amount from the Contractor's Project Bid Form without written approval of Owner.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Insurance

- 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. Contractor shall provide and maintain all statutorily required insurance, including but not limited to Workers' Compensation insurance. If Contractor is not required by law to carry Workers' Compensation insurance, in place of proof of Workers' Compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement specifying the particular statutory provision that exempts Contractor from having to carry such coverage.
- I. 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, in a workman like manner, 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, and shall keep the Site clean of trash and refuse, and shall maintain an organized appearance of 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. Contractor shall submit all proposed subcontractors and suppliers to the Selectboard. Within seven days after the Selectboard receives such a proposal, the Selectboard shall either provide notice to the Contractor that it disapproves of such subcontractor or supplier, or the Contractor's proposal shall be deemed approved. All subcontractors shall not perform any work under this Contract without first providing Owner certificates of insurance showing all of the coverages required in Article 6 of this Contract. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Owner may require Contractor to supply proof of payment for such materials or labor. In any event, Contractor shall pay the subcontractor(s) for undisputed services and materials provided by them within 30 days of receiving payment from 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 solely attributable to the fault of Contract Documents or solely attributable 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, employees and personnel 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 may be issued upon the written approval of the Owner or its designee.

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 and any variations from the requirements of the Contract Documents accepted by Engineer shall be presented to Owner (or its designee) for a written Change Order approval.
- 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. This warranty shall be secured by security that is acceptable to the Owner.

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. If Contractor fails to promptly correct such defective Work, Owner may make a claim against the security securing the warranty and guarantee and/or hire a third party to cure the defective Work at the Contractor's expense.

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, defend, save 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 caused by any 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 (or its designee) 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 (other than Owner), 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 recommendations to the Selectboard regarding the requirements of the Contract Documents, and the acceptability of the Work, and the Selectboard shall have the option to make final determinations on such questions by providing notice to Engineer and Contractor within seven days of the Selectboard receiving the Engineer's recommendation of the Selectboard's intent to consider the questions at the next Selectboard meeting. If the Selectboard fails to give notice within seven (7) days of the Selectboard receiving the Engineer's recommendations stating its intent to consider the questions presented at the next Selectboard meeting, the Engineer's recommendation shall be the final controlling decision on the questions presented.
- 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 in writing.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate written 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 of Owner 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, reviewed and approved by the engineer and Owner, and included in 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 (including any liens of subcontractors and vendors) 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.
 - 6. Evidence acceptable to Owner that all subcontractors and vendors have been indefeasibly paid in full for all Work performed by each subcontractor and vendor.
- 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 extension of the Contract Times, 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, the amount of which shall not exceed \$500, 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 Selectboard 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 Owner are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to Owner 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 of Vermont.

ARTICLE 18 – TRAFFIC MANAGEMENT AND DIG SAFE

18.01 Contractor Responsible for Traffic Management.

- A. The Contractor alone shall be responsible for the safety and security at construction sites and when working in or adjacent to public highways. Contractor is solely responsible for traffic control, which practices shall comply with the Manual on Uniform Traffic Control Devices, latest edition.
- B. From 4:00 PM to 8:00 AM on weekdays and Saturdays, and all-day on Sundays and holidays, both travel lanes on Pomfret Road and at least one lane of Caper Street shall be reopened to vehicular traffic.
- C. Beginning August 27, 2025 (first day of school in the Mountain View Supervisory Union) both travel lanes on Pomfret Road shall be reopened to vehicular traffic by 3:30 PM on days that Mountain View Supervisory Union schools are open for classes.
- D. Contractor shall coordinate with the Pomfret-Teago Volunteer Fire Department and/or the Pomfret FAST Squad to prepare contingency plans acceptable to Owner for swift emergency access through or around the Site during construction hours.

18.02 Dig Safe.

- A. The Contractor is responsible for contacting Dig Safe prior to any excavation. No excavation is authorized until after Dig Safe has marked all existing utilities. Prior to construction, the contractor shall notify Owner of adjacent utilities when work activity may affect them.

DRAFT

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

This Contract will be effective on July _____, 2025 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Benjamin Brickner

By: _____

Title: Selectboard Chair

Title: _____

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

Attest: _____

Attest: _____

Title: Selectboard Vice-Chair

Title: _____

Address for giving notices:

Address for giving notices:

5218 Pomfret Road, North Pomfret, VT 05053

Notice to the Selectboard may be given by email

to selectboard@pomfretvt.us.

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.

TEMPORARY MATERIALS STORAGE AGREEMENT

This **TEMPORARY MATERIALS STORAGE AGREEMENT** (this “Agreement”), dated as of [REDACTED], 2025, is made by and between the **TOWN OF POMFRET**, a Vermont municipal corporation, having a mailing address at 5218 Pomfret Road, North Pomfret, Vermont 05053 (the “Town”), and [REDACTED], having a mailing address at [REDACTED] North Pomfret, Vermont 05053 (“Landowner”).

RECITALS

WHEREAS, a landslide occurred on Pomfret Road requiring emergency remediation; and

WHEREAS, the Town requires temporary storage of construction materials on private property during the remediation project; and

WHEREAS, Landowner agrees to permit such temporary use of its property on the terms and conditions provided herein.

AGREEMENT

1. **Property Description.** Landowner grants the Town temporary use of a portion of Parcel 3002, located at 290 Stonewall Road in North Pomfret, for storage of construction materials.
2. **Location.** The specific area authorized for materials storage is defined in Exhibit A attached hereto and incorporated by reference.
3. **Purpose.** The Town may use the designated area solely for temporary storage of construction materials related to landslide remediation on Pomfret Road.
4. **Term.** This Agreement commences upon execution and expires September 30, 2025, with all materials to be removed by that date.
5. **Restoration.** The Town shall promptly restore the affected area to its prior condition upon completion of use, with restoration costs to be borne by the Town.
6. **Access Rights.** The Town shall have reasonable access to the designated area during normal business hours for placement, maintenance, and removal of materials, with advance notice to Landowner when practicable.
7. **Consideration.** The Town shall pay to Landowner One Dollar (\$1.00) for this temporary use.
8. **Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and signatures transmitted by PDF shall be deemed valid and binding.

[Remainder of page intentionally blank. Signature page(s) follow.]

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first above written.

TOWN OF POMFRET,
a Vermont municipal corporation

By: _____

Name: Benjamin Brickner

Title: Selectboard Chair

[Redacted Signature]

By: _____

Name: [Redacted]

Title: [Redacted]

DRAFT

EXHIBIT A

Temporary Materials Storage Location



DRAFT

FOR SALE

2007 Interstate Tag-Along Model 40DLA Equipment Trailer

Single Owner – Municipal Vehicle

Specifications

- **Capacity:** 40,000 lbs @ 55mph
- **Deck Length:** 19' 0"
- **Tail Length:** 5' 0"
- **Overall Length:** 30' 0"
- **Width:** 96"
- **Weight:** 7,600 lbs
- **Height:** 36" unloaded
- **VIN:** 1JKDLA4007M008663
- **Features:** Air brakes, spring suspension, fold-down manual ramps, one jack

Details

- **Owner:** Town of Pomfret, Vermont
- **Condition:** Sold AS-IS, WHERE-IS
- **Title:** Clear title and current registration included
- **Registration Expires:** May 31, 2030

Viewing & Purchase

- **Location:** Pomfret Town Garage, 100 Labounty Road, North Pomfret, Vermont
- **Viewing:** Open for inspection without appointment during business hours
- **Offer Instructions:** Offers must be submitted in a sealed envelope, addressed to the Town of Pomfret Selectboard, delivered in person or by mail to 5218 Pomfret Road, North Pomfret, Vermont 05053, no later than Noon on [August 4], 2025.

Photos – View trailer photos at [redacted].

Contact – For inquiries contact the Town of Pomfret at highway@pomfretvt.us or (802) 457-2767.