

TOWN OF STARKSBORO
REQUEST FOR BIDS (RFB)

Jerusalem Schoolhouse – Roof Replacement

A. PROJECT

Replace roofing and repair rafters, soffit, and fascia at the Jerusalem Schoolhouse, 397 Jerusalem Road, South Starksboro, Vermont. Assume for bidding purposes that the roof covers an area of 38 ft. x 24 ft. times 2. The roofing is to be replaced, collar ties augmented, and adjacent soffit and fascia replaced as needed. In addition, sister new continuous 2x10 to each rafter or other solution to reinforce rafters in accordance with the attached *Structural Assessment*. Roofing replacement and accompanying light carpentry are for only the original 1874 building. The project does not include work on the roofs of the attached additions at the North and East sides of the original building. The Jerusalem Schoolhouse roof is to be replaced due to age and continued development of leakage. Disposal of all debris is to be in accordance with regulations as established by the State of Vermont, Department of Environmental Conservation (DEC).

This project is to be started and completed as soon as possible.

B. SCOPE OF WORK – NEW STANDING SEAM ROOF

The description below is to give a general indication of the scope of work for the roof replacement. It is not intended to be a complete and full description of all aspects of the work required for this project.

1. Remove existing metal roof and any cedar shingle underlayment. Dispose of material in compliance with State requirements.
2. Remove soffits and fascia. Dispose of material in compliance with State requirements.
3. Reinforce rafters by sistering a new continuous 2x10 to each rafter or alternate solution as referenced in the attached *Structural Assessment*.
4. Replace any rotted roof boarding.
5. Install new 5/8" roof sheathing (plywood or AdvanTech) on top of existing boarding.
6. Install ice and water shield barrier on sheathing at eaves, rake and chimney.
7. Install new soffit and fascia on eaves (East and West) and on rake as needed.
8. Using industry standard, install 24 ga. standard color standing seam roofing, including venting roof cap, on the main gable of the original building.
9. Install new chimney flashing to match roof.
10. Point chimney brick joints above roof as needed.
11. Reinstall bell and provide flashed opening for bell rope.
12. Flash other areas as needed.
13. Prime and paint (2 coats) all new soffit and fascia.
14. Clean job site upon completion of project. No construction debris is to remain.
15. Provide a Manufacturer's total system warranty.

Attachment B - Photos

**Jerusalem Schoolhouse
Starksboro, Vermont**



PHOTO 1: 1876 SCHOOLHOUSE

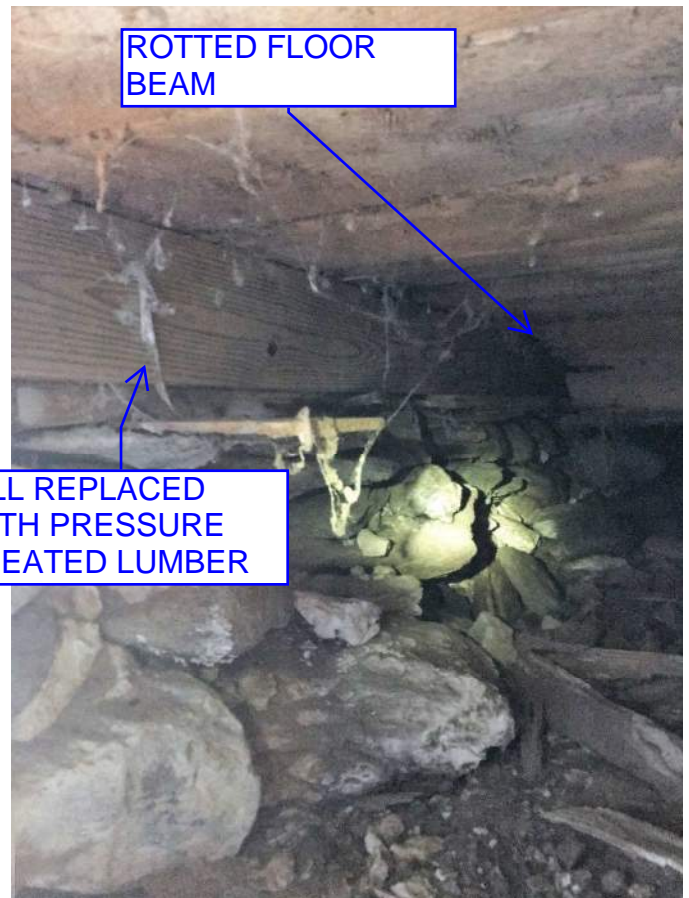


PHOTO 2: SCHOOLHOUSE FOUNDATION

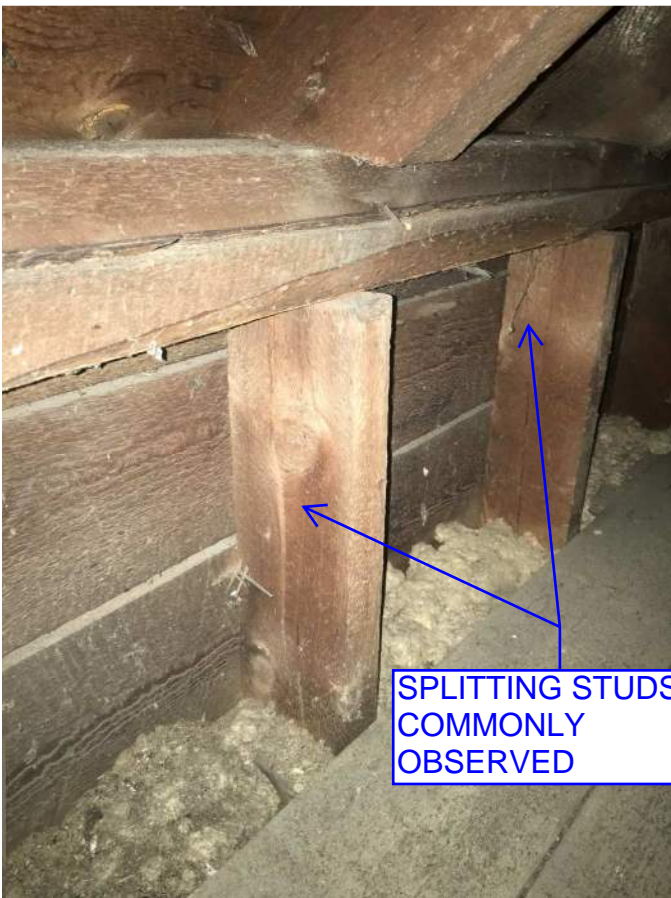


PHOTO 3: SPLITTING AT TOP OF WALL STUD



PHOTO 4: SCHOOLHOUSE CHIMNEY



PHOTO 5: 1876 SCHOOLHOUSE



PHOTO 6: SCHOOLHOUSE ROOF FRAMING



PHOTO 7: ROT AT TOP PLATE



PHOTO 8: SCHOOLHOUSE CHIMNEY



PHOTO 9: CRACKING IN NORTH ADDITION FOUNDATION



PHOTO 10: EAST ADDITION FOUNDATION



PHOTO 11: EAST ADDITION FOUNDATION



PHOTO 12: EAST ADDITION SIDING DAMAGE

C. ADDITIONAL INFORMATION/REQUIREMENTS

1. This work is being funded by the Town of Starksboro. It is imperative that this project remain on or under budget as all available funds are capped.
2. All work shall be warrantied for a period of 1 year from date of completion and acceptance by the Town.
3. References shall be provided upon request.
4. A certificate of insurance, before commencing work, that names the Town as Certificate holder and to include: (1) Commercial Liability insurance coverage with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 in aggregate; (2) Business Automobile Liability coverage with a total liability limit of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance.
5. A bid guarantee in the amount of 5% of the bid price from all bidders, as well as performance and payment bonds in the amount of 100% of the contract price from the contractor awarded the bid.
6. A copy of the proposed contract is attached.

D. BID REQUIREMENTS

Bids are due by Monday, August 2, 2021 at 10:00 a.m.

Bids shall be valid for 30 days after bid submission unless otherwise agreed to.

The bid shall be sent through email to Rebecca Elder, Assistant to the Selectboard, at Rebecca@starksborovt.org, or delivered to Town Clerk, Town of Starksboro, 2849 Vermont Route 116, Starksboro, VT 05487. Include "Jerusalem Schoolhouse Roof RFB" in the subject line for emailed bids or written on the sealed envelope for dropped off bids.

E. SCHEDULE

Pre-Bid Meeting: A mandatory site visit will be held at 9:00 a.m. on Wednesday, July 21, 2021. Please meet at the Jerusalem Schoolhouse at 397 Jerusalem Road, South Starksboro, VT. If unable to attend mandatory site visit on July 21, contact Susan Klaiber [seklaiber@gmail.com] for possible alternative date.

Questions about this RFB or requests for further information shall be emailed to Rebecca Elder [Rebecca@starksborovt.org] and Susan Klaiber [seklaiber@gmail.com]. No questions will be answered if submitted after 4:00 p.m. Friday, July 23, 2021.

Any addenda to this RFB will be posted on the Town website (www.starksborovt.org) on the "Request for Proposals and Bids" page. No addenda will be added after 4:00 p.m. Tuesday, July 27, 2021.

The following estimated milestone dates are provided for planning purposes.

- RFB distributed: Thursday, July 15, 2021
- Mandatory site visit: 9:00 a.m., Wednesday, July 21
- Questions due: 4:00 p.m., Friday, July 23
- Question responses distributed: Monday, July 26
- Bids due: 10:00 a.m., Monday, August 2
- Selectboard selection: (estimate) Tuesday, August 17
- Notification of selection: (estimate) Wednesday, August 18
- Construction begins: (estimate) On or after Thursday, August 19, 2021

F. SELECTION CRITERIA AND RESERVATION OF RIGHTS

The Town may elect to interview any respondents or none. In evaluating bids, the Selectboard will consider the following criteria:

- Price.
- Bidder's ability to perform within the specified time limits.
- Bidder's experience and reputation, including past performance for the Town.
- Quality of the materials and services specified in the bid.
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
- Bidder's financial responsibility.
- Bidder's availability to provide future service, maintenance, and support.
- Nature and size of bidder.
- Contract provisions that are acceptable to the Town.

The Town reserves the right to reject any or all bids and to award the contract as determined to be in the best interest of the Town.

Further, the Town expressly reserves the right to:

1. Reject any or all RFB submittals, amend or supplement the RFB, terminate the RFB process at any time, reissue the RFB, and extend the time for submission of the responses by notification to all parties who have received a copy of the RFB.
2. Request more information from any or all bidders.
3. Waive or decline to waive irregularities in the submittal or in the RFB process.
4. Decline to enter into an agreement with any of the bidders.
5. Enter into negotiations with any, all or none of the bidders.

All bids become the property of the Town of Starksboro upon submission. Local businesses, minority-owned businesses, woman-owned businesses, and Section 3 businesses are encouraged to respond. The Town of Starksboro is an equal opportunity employer.

G. HISTORICAL INFORMATION

A Selectboard appointed committee, the Jerusalem Community Center Committee, has been planning for a larger project for restoration work of the historic Jerusalem Schoolhouse, a schoolhouse addition, and the attached Starksboro #2 Fire Station. Unfortunately, due to financial limitations that were further compounded by COVID, those projects are currently on hold. While the larger projects are not in a position to move ahead right now, it has been identified that the roof of the original building requires replacement in order to avoid continued damage to the historic structure. The Committee presented this concern to the Selectboard which in turn included this roof replacement in the 2021-2022 Town budget which was passed by Australian ballot on March 2, 2021.

H. ATTACHMENTS

- Attached is a *Structural Assessment* dated March 1, 2019 conducted by Engineering Ventures. This report includes an assessment of the entire building. Sections of particular relevance to this RFB include Observations: Page 3 - “Main Building Attic & Roof Framing” and Recommendations: Page 5 – “Roof Framing”.
- Photos of current conditions referenced in the *Structural Assessment* report are attached.
- A copy of the proposed contract is attached.



208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • Tel: 802-863-6225
85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • Tel: 603-442-9333
414 Union Street, Schenectady, NY 12305 • Tel: 518-630-9614

March 1, 2019

Susan Klaiber and Megan Nedzinski
Jerusalem School House Committee
Starksboro, Vermont 05487

Re: Structural Review
Jerusalem Schoolhouse, Starksboro, Vermont

EV # 18532

Dear Susan and Megan:

At your request, a site visit was made by Bob Neeld, PE of Engineering Ventures to the historic Jerusalem schoolhouse on January 16, 2019 to review the structural condition of the existing Jerusalem Schoolhouse including two additions. Committee members Megan Nedzinski and Susan Klaiber met on site to discuss their knowledge of the building and to provide some insight on potential future projects. The following is a report of our observations, assessment of the existing structure and recommendations for renovations and stabilization. This review does not include an assessment of electrical, mechanical, or fire and life-safety issues.

This study was partially funded by the Preservation Trust of Vermont.

Introduction:

The original 1874 wood-framed schoolhouse building is approximately 27' by 37' with a fieldstone & dirt crawlspace, first level for mixed public use, and attic space that is currently not being used. An approximately 15' by 25' one level wood-framed addition on block foundation abuts the schoolhouse to the north with bathroom and storage space. A 14' x 37' ~1970's shed roof addition to the east with slab on grade floor & concrete frost walls is currently being used for fire engine storage. Please refer to existing building plans with measuring date February 4, 2011, Attachment A.

Based on our conversations and review of conceptual drawings, it is understood that the Town is considering demolition of the two addition spaces and expand the original schoolhouse with updated bathrooms and kitchen to the north. A new larger freestanding fire engine garage would be built on the site to the northeast of the schoolhouse. Please refer to Combined Facilities, Concept Plan dated April 14, 2013, Attachment A. This review assumes that these improvements will be incorporated into a renovation/restoration project.

In addition to assessing the observed conditions of the building, the framing capacity has been evaluated for conformance with current building code requirements. The State adopted International Building Code (IBC 2015) provides loading capacities for various uses. For reference, the following are typical mandated capacities:

Residential	40 Pounds per Square Foot (psf)
Public Assembly	100 psf
Roofs	60 psf ground snow load adjusted for sliding and wind exposure

Existing buildings that continue to be in use and do not appear unsafe are typically exempt or “grandfathered” by the building code. Substantial structural alterations to a building will typically require upgrades.

Observations:

Site/Drainage:

The site is generally pitched from the northeast to southwest. The grade at the north and northeast corner appears to drain toward the building (although over a foot of snow cover made observations difficult). Signs of soil in the fire truck bay indicate that surface drainage is flowing through or under the foundation into the crawl space. This could be causing damage to the foundation by washing soil out from below bearing surfaces.

There is rotted siding in several areas including the east and west sides due to wood in close proximity to the ground. The north wall may also have rotted siding issues but was not observable due to several feet of snow against the wall. The tall concrete walls of the north addition keep the wood of this area from this type of deterioration.

Main Building Foundation:

The fieldstone foundation around the perimeter of the original schoolhouse is in poor condition as observed from the shallow crawlspace. The stones are loose and it appears the foundation does not extend to any depth below the surface. See Photo 2. The exterior of the west wall has been covered with a parge coat of mortar. There are cracks in this coat indicating continued movement.

Concrete steps were added at the south side of the building. These appear to stabilize or replace the original stone wall. See Photo 1. A short concrete wall has replaced the east fieldstone wall as part of the foundation for the fire engine addition. This wall does not appear

to extend below grade (if the east addition is removed, this wall would not have any frost protection) See Photo 11.

There are two rock piles in the crawlspace acting as piers to support the wood floor beams. These are shallow piers and are susceptible to frost movement. The west sill beam has been replaced and is in good shape. The north sill beam is rotting and should be replaced. The east and southern sill beams were not observed and should be inspected for signs of rot.

Main Building First Floor Framing:

The first floor of the schoolhouse is framed with 8x8 wood beams span east-west at third points of the north-south ~37' length; these beams are supported at the sill beam perimeter and at the rock-piers near mid span. Rot was observed at some ends of these beams at the sill beam support. Wood joists, 3"x8 1/4", span north-south at 2'-6" on center. The beams have a live load capacity of about 10-15 psf and the joists about 40 psf and should be reinforced to meet 100 psf requirements.

Main Building Attic & Roof Framing:

The schoolhouse attic floor joists are 2"x7 1/2" at 18" on center. The rafters are 2"x5" at 18" on center with a mixed-section collar tie at slightly more than halfway up the rafter at every other rafter. The balloon framed wall studs are 2"x5" at 18" on center. The studs extend up 18" past the top of attic floor framing and support the gravity and lateral thrust reactions from the rafters. See Photo 6. The attic floor joists act as lateral ties for the wall studs. There is splitting at the top of the wall studs likely due to lateral thrust reaction from rafters. See Photo 3. The inside face of wall stud to inside face of wall stud measurement is 27'-3" at the eave level and 26'-11" at the first-floor level indicating a 4" spread from plumb at the top of wall studs. There is some water damage at the western top plate. See Photo 7. The roof is bowing inward slightly at the east side.

The attic floor has very limited capacity (even assuming support from the interior walls below). This area should not be used for storage or occupied space without substantial reinforcing.

The roof system has a capacity of about 8-10 psf and the code required snow load is 18 psf when adjusted for sliding and wind exposure.

1" flat boards span between the rafters and show some signs of water damage especially around the chimney. The roofing is standing seam metal roofing that is showing signs of deterioration and should be replaced with similar roofing that will shed snow. The flashing around the chimney is significantly damaged with daylight visible and should be replaced to prevent further water damage to the roof framing. See Photos 4 & 8. There is serious damage to rafter ends and fascia board that should be repaired.

North Addition:

The foundation of the north addition is a mix of concrete and concrete block with significant multiple vertical cracks. See Photo 9. The first level is mostly slab on grade with some wood framing overbuild. The walls and roof here are very lightly framed with sawn wood members. The roof has about 20 psf capacity and loading can reach over 60 psf due to drifting from the main building.

East Addition/Fire Truck Bay:

The fire engine addition to the east has a slab on grade floor with shallow concrete walls around the perimeter. See Photo 10. The western foundation wall appears to have a small footing poured at grade and is therefore not frost protected which will need to be remedied for the stability of the schoolhouse if the fire addition is removed. See Photo 11.

The roof framing was not able to be observed due to the presence of ceiling finishes. However, the overhang indicates that the rafters are likely 2x4 or 2x6. Based on this the capacity is on the order of 10-20 psf. The roof loading can reach about 80 psf due to the potential for sliding snow accumulation. Additionally, the fire truck bay shed roof keeps snow from sliding off the main roof and increases the main roof snow load. There is significant damage to the wall siding. See Photo 12.

Recommendations:

Due to the condition of the north addition and the negative impact the truck bay has on the original building, we support the decision that those areas be removed.

The main/original building is in generally good condition with some deferred maintenance. A new foundation should be considered- especially if expansion plans are implemented and improvements to the floor and roof framing should be implemented.

Improvements can be phased as funds become available. Some of the deferred maintenance items should be addressed within the next 1-2 years if a more substantial project is not underway.

The following are our recommendations to accompany a renovation/addition project:

Foundation:

We recommend that the building be shored up and at a minimum the east and west fieldstone foundation walls be replaced with full depth concrete frost walls. If possible, the full perimeter foundation walls should be replaced. There is a possibility that the south concrete steps are integral to the fieldstone wall and replacement there will be difficult. The new foundation walls may have an exterior shelf at grade to allow for fieldstone facing. There should be a continuous layer of insulation at the inside of the foundation walls.

The crawlspace should be floored with a vapor barrier, insulation and a 2" concrete floor.

The stone piers supporting first floor beams should be replaced with preservative treated (PT) posts landing on concrete spread footings either placed at frost depth or protected from frost by insulation.

First Floor Framing:

The sill beams should all be inspected for rot and replaced with new pressure treated sill beams where required. The floor beams should be reinforced with one of the following options:

1. Support by new continuous steel beams below, which would be helpful during the shoring up for pouring of new foundation walls, or
2. Replace with new PT beams with intermediate support points at new PT posts bearing on spread footings.

The floor joists should be reinforced by adding new wood joists, hung with face-mount metal joist hangers.

Attic Floor Framing:

The attic floor framing is significantly lighter than required by code. We recommend not using the attic space for even light storage.

Roof Framing:

The standing seam metal roofing should be replaced with new similar roofing that will shed snow- shingles do not allow snow to shed in a similar way and would require higher snow loads. A layer of plywood sheathing should be installed between the existing 1x flat boards and the new metal roofing. Any rotted wood should be repaired; at the chimney, rafter ends & fascia boards. New flashing should be installed at the chimney.

The roof should be tied at the bottom of the rafters to resist spreading which is causing splitting at the top of the attic knee wall. This can be done with wood ties or cables.

The rafters should be reinforced using one of two options

1. Sister a new continuous 2x10 to each rafter, or
2. Augment the existing collar ties at approximately half the rafter height by adding new ties and cross bracing and strengthen the connections at existing collar ties.

Site:

The site grading should be reworked, especially in the north east corner, to divert water around the building.

Short Term Recommendations:

In the event that a renovation/addition project does not happen in the near future (2-4 years?) several steps should be taken to prevent further deterioration or damage to the building:

- Add vapor barrier to crawl space
- Stone foundation temporary repairs (repointing loose stones or rebuild portions)
- Roof work including removal of existing roofing, new plywood, new roofing and flashing and repair of fascia/trim
- Further investigate drainage issues
- Keep roof snow to a minimum by shoveling/raking especially at truck bay
- Avoid overloading public space. Keep occupancy to a moderate level.

Preliminary Opinion of Construction Costs:

The following is a summary of potential construction costs for the work outlined above:

Foundation:

Shore Existing Building	\$12,000 to \$15,000
New Perimeter Foundation	\$18,000 to \$22,000
Insulation, Vapor Barrier & mud slab	\$4,000 to \$6,000
New interior Piers	\$4,000 to \$6,000

First Floor Framing:

Sill Beam replacement-	\$1,000 to \$3,000
Joist reinforcing	\$4,000 to \$6,000
Beam Reinforcing	\$1,500 to \$3,000

Roof Framing:

Roofing Demo, Plywood &	
New Standing Seam Metal Roof	\$30,000 to \$35,000
Sheathing and Fascia Replacement	\$1,500 to \$3,000
Ties at Base of Rafter	\$2,000 to \$4,000
Rafter reinforcing	\$3,000 to \$5,000
<u>Totals</u>	<u>\$81,000 to \$108,000</u>

Limitations:

Note that these costs are for structural stabilization only. Provisions should be made to include contractor fees, design fees, contingencies, other fit up costs including electrical, mechanical, Life Safety, & finishes and the cost of additions and site work

This report is a conditions assessment to identify the major areas of work required to stabilize the schoolhouse and make steps toward financial planning, restoration, and re-use and is not intended to be used as a construction document for implementation of specific work. Additional design, drawings, specifications and integration of project steps will be required to finalize recommendations and provide direction to contractors.

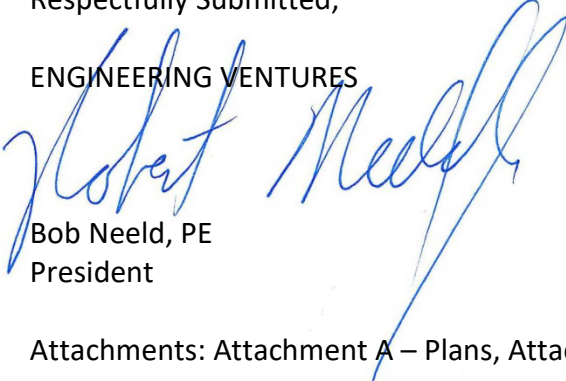
Jerusalem School House Committee
Jerusalem School House Structural Assessment
March 1, 2019

Opinions of Construction Cost provided herein are to be considered preliminary for planning purposes only. Since a final design has not been developed and we have no control over the costs or price of labor, equipment or materials, or over the selected contractor's method of pricing, it is understood that the opinions of cost provided are made based on experience and may differ from bid or actual costs.

Please let me know if you have questions or if you need further design information. I wish you the best of luck with this very exciting project.

Respectfully Submitted,

ENGINEERING VENTURES



Bob Neeld, PE
President

Attachments: Attachment A – Plans, Attachment B - Photos

Town of Starksboro

CONTRACT FOR LIMITED SERVICES

This Contract is entered into on _____, by and between the Town of Starksboro (hereinafter "Municipality") and _____, a _____ with a principal place of business in _____, Vermont, with a mailing address of _____, (hereinafter "Contractor") for services to Municipality. Municipality and Contractor are referred to collectively as "parties."

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1: SERVICES PROVIDED

Contractor agrees to perform the following service(s) according to the following timelines or schedule:

SCOPE OF WORK – NEW STANDING SEAM ROOF

The description below is to give a general indication of the scope of work for the roof replacement. It is not intended to be a complete and full description of all aspects of the work required for this project.

1. Remove existing metal roof and any cedar shingle underlayment. Dispose of material in compliance with State requirements.
2. Remove soffits and fascia. Dispose of material in compliance with State requirements.
3. Reinforce rafters by sistering a new continuous 2x10 to each rafter or alternate solution as referenced in the attached engineer's report.
4. Replace any rotted roof boarding.
5. Install new 5/8" roof sheathing (plywood or AdvanTech) on top of existing boarding.
6. Install ice and water shield barrier on sheathing at eaves, rake and chimney.
7. Install new soffit and fascia on eaves (East and West) and on rake as needed.
8. Using industry standard, install 24 ga. standard color standing seam roofing, including venting roof cap, on the main gable of the original building.
9. Install new chimney flashing to match roof.
10. Point chimney brick joints above roof as needed.
11. Reinstall bell and provide flashed opening for bell rope.
12. Flash other areas as needed.
13. Prime and paint (2 coats) all new soffit and fascia.
14. Clean job site upon completion of project. No construction debris is to remain.
15. Provide a Manufacturer's total system warranty.

Contractor shall perform all services required under this Contract in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Municipality, if any. Municipality has the right to inspect and may reject any services provided by Contractor under this Contract that, in the Municipality's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

ARTICLE 2: COMPENSATION AND BILLING

Compensation for the above services will be _____.

Invoices and Billing: _____

ARTICLE 3: TERM

The term of this Contract shall be from _____ to _____. The term of the Contract may be extended only by mutual written agreement of the parties.

ARTICLE 4: INDEPENDENT CONTRACTOR

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 Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits.

ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING

This Contract is binding upon and inures to the benefit of the heirs, successors, and assigns of the parties hereto. Neither party hereto may assign its rights or obligations under the Contract without the prior written consent of the other party. This Contract shall be governed by the laws of the State of Vermont.

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of Municipality and subject to such conditions and provisions as Municipality may deem necessary or desirable in its sole discretion. If Municipality permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing Municipality certificates of insurance showing all of the coverages required in Article 10 of this Contract. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Municipality may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within _____ days of receiving payment from Municipality.

ARTICLE 6: EQUIPMENT AND MATERIALS

Contractor warrants that it has the necessary equipment to provide the services required by this Contract. All materials used or supplied under this Contract shall be of first quality and meet the specifications established by Municipality, if any. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this Contract. Municipality will not supply, nor will it pay for

any repairs, maintenance or replacement of, or new equipment expenses, or temporary work related to signs, cones, or other traffic controlling equipment.

Municipality is exempt from sales tax on purchases for materials and products that are permanently incorporated into the infrastructure. Contractor shall pay all legal costs and assessed penalties for improper use of the municipality's exemption certificate number.

ARTICLE 7: PERSONNEL

Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by the Municipality and shall oversee and coordinate sub-contractors that are approved by Municipality. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment. The Contractor must certify to the Municipality that all drivers operating a commercial motor vehicle are in a federally mandated random drug and alcohol testing program that complies with Federal Motor Carrier Safety Administration (FMCSA) requirements.

Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from FMCSA and Vermont Occupational Safety and Health Administration (VOSHA).

Contractor further agrees to include this provision in all subcontracts.

ARTICLE 8: SAFETY AND TRAFFIC CONTROL

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.

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 Municipality of adjacent utilities when work activity may affect them.

ARTICLE 9: INDEMNIFICATION

Contractor shall indemnify and hold harmless Municipality, and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys' fees, liens, and judgments of every nature and description, brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor

in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities (both public and private). All damage, injury, or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

ARTICLE 10: INSURANCE

Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain during the entire term of this Contract the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Contract: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory 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 provision of 21 V.S.A §601(14)(F) that exempts Contractor from having to carry such coverage.

The Contractors policies shall name the Municipality as an additional insured.

ARTICLE 11: WARRANTY AND BOND

Contractor warrants all work performed under this Contract for a period of one year from the date the work is completed and accepted by Municipality. The warranty must be secured by either Contractor's performance bond or such other security as is acceptable to Municipality.

ARTICLE 12: NON-APPROPRIATION

If this Contract extends into more than one fiscal year of the Municipality and if appropriations are insufficient to support this Contract, the Municipality may cancel at the end of the fiscal year. In the case that this Contract is a Grant that is funded in whole or in part by federal or State funds, and in the event federal or State funds become unavailable or reduced, the Municipality may suspend or cancel this Grant immediately, and the Municipality shall have no obligation to pay Contractor from municipal revenues.

ARTICLE 13: TERMINATION

Municipality may terminate this Contract, with or without cause, upon 30 days written notice.

ARTICLE 14: DEFAULT

The occurrence of any of the following shall constitute default by Contractor and, if not corrected within 10 days of Municipality providing Contractor written notice of the default, shall allow Municipality to terminate this Contract:

- (1) failure to adequately perform or deliver the required services;
- (2) if applicable, failure to provide the required bonds or other security acceptable to Municipality before starting any work;
- (3) declaration of bankruptcy by Contractor;
- (4) making a material misrepresentation to Municipality;
- (5) persistently disregarding laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
- (6) failure to perform any other material provision of this Contract.

Upon default of this Contract by Contractor, Municipality may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Municipality.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The Municipality and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.

In addition to the above, in the event of a State or Federal Disaster Declaration, Municipality reserves the right to suspend certain provisions of this Contract to conform with FEMA or Vermont Emergency Management regulations and directives.

Upon completion of the work or upon termination of the Contract, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Municipality at the expense of the Contractor.

ARTICLE 15: REMEDIES

Default or breach of this contract by Contractor shall entitle Municipality to seek remedies under law and as provided by this Contract. In the event this Contract is terminated by reason of default by Contractor, Municipality may recover the necessary costs of termination, including but not limited to, administrative, attorneys' fees and legal costs, from Contractor. Except when caused by uncontrollable circumstances, if Contractor fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, Municipality shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete. Municipality may deduct as damages from any money due or coming due to Contractor the differences between Contractor's price and the higher price or the costs of temporary items. Municipality may require Contractor, at Contractor's sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or Municipality directives.

Any remedies available to Municipality are cumulative and not exclusive. The seeking or exercising by Municipality of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

ARTICLE 16: ARBITRATION

Should disputes arise between the Contractor and the Municipality about this Contract or any related matter, the parties agree to arbitrate any such controversy, pursuant to the Vermont Arbitration Act, 12 V.S.A. § 5651 et seq.

ARTICLE 17: CONTRACT DOCUMENTS

This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to the Addendum unless said changes, modifications, or amendments are in writing duly executed by the parties.

ARTICLE 18: SEVERABILITY

The provisions of this Contract are severable and if a court of competent jurisdiction holds any portion of this Contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above.

MUNICIPALITY: By the members of its Selectboard:

In the presence of:

Witness as to Municipality

CONTRACTOR:

By: _____

_____ duly authorized representative of Contractor

In the presence of:

Witness as to Contractor

ACKNOWLEDGMENT OF ARBITRATION

We understand that this Contract contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

MUNICIPALITY: By the members of its Selectboard:

In the presence of:

Witness as to Municipality

BY CONTRACTOR:

By: _____
_____ duly authorized representative of Contractor

In the presence of:

Witness as to Contractor