



## MEMO

Date: March 30, 2023  
To: Executive Committee  
From: Christian Meyer, Acting Executive Director  
Re: Contract/Agreement Approvals

### GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

(Contracts and agreements valued at more than \$25,000)

#### Mount Ascutney Regional Commission Design Implementation Block Grant - Moretown Elementary School & Town Office Stormwater Implementation

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the agreement amendment.

**Scope of Work:** Implement stormwater mitigation measures at the elementary school and town office complex. This project will result in the construction of one gravel wetland and three sand filters to treat ~1.5 acres of impervious surface. The project will reduce phosphorous loading by ~5.2 kg / yr.

**Funding:**

Grant Amount: ~~\$333,698~~ \$382,066 (state funds)

Match Amount: ~~\$1,000~~ \$16,000

Match Source: Town of Moretown

**Performance Period:** 2/14/22 – 12/01/23

**Staff:** Brian Voigt

**Notes:** CVRPC requested additional funds to support project implementation. All of the construction bids received for this project exceed the original cost-estimate. The funding agency is amenable to this change.

### CONTRACTS ISSUED

(Contracts and agreements valued at more than \$25,000)

#### Poulin Companies, LLC - Moretown Elementary School & Town Office Stormwater Implementation

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign a contract for Poulin Companies, LLC.

**Scope of Work:** Implement stormwater mitigation measures at the elementary school and town office complex.

**Funding:** Contract Amount: \$339,693 (state funds)

**Performance Period:** 2/14/22 – 11/01/23

**Staff:** Brian Voigt

## FOR INFORMATION ONLY

(Contracts, agreements, and Stormwater Program addendums valued at \$25,000 or less and site specific contract addendums for the Brownfields Program and task specific contract addendums for the Transportation Program)

### GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

#### Middlesex Natural Resources Planning Assistance 2023

**Scope of Work:** Assemble a collection of existing data to characterize the natural resources in the Town, prepare a fact sheet for data, present map and fact sheet at joint meeting of Planning and Conservation Commissions, solicit input using interactive map and draft town plan natural resources chapter and map for consideration of inclusion in town plan update.

**Funding:** Contract Amount: \$2,197.38

**Performance Period:** 2/14/22 – 11/01/23

**Staff:** Clare Rock

**Notes:** Middlesex Select Board agreed to sign contract at their March 21<sup>st</sup> meeting.

**MOUNT ASCUTNEY REGIONAL COMMISSION  
AMMENDMENT #1 TO  
STANDARD SUB-GRANT AGREEMENT  
#CVRPC-2021DIBG-04**

This AMENDMENT to contract #CVRPC-2021DIBG-04 (Contract), dated February 22, 2022, by and between the **Mount Ascutney Regional Commission (MARC)** (previously SWCRPC), and **Central Vermont Regional Planning Commision (CVRPC)** shall be made effective on this 30th day of March, 2023, for the purposes of amending the project budget to account for higher than estimated cost on low bidder. This is the first amendment to this contract.

The Contract amendment is as follows:

1. Attachment B – Budget and Payment Provisions:  
Moretown Elementary School & Town Office Stormwater Implementation

Budget Table adjustments to revise cost estimates are as follows:

Budget Category	Project Budget Amount	Funding Amount *	Total Match Provided
1 – Sub-grant Administration & Project Management	<del>\$12,373</del>	<del>\$12,373</del>	\$0
	\$13,373	\$13,373	
2 – Project Implementation	<del>\$321,325</del>	<del>\$320,325</del>	<del>\$1,000</del>
	\$384,693	\$368,693	\$16,000
Total	<del>\$333,698</del>	<del>\$332,698</del>	<del>\$1,000</del>
	\$398,066	\$382,066	\$16,000

All other language in the Contract remains the same.

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

MOUNT ASCUTNEY  
REGIONAL COMMISSION

SUB-GRANTEE

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jason Rasmussen

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACT AGREEMENT

FOR THE MORETOWN ELEMENTARY SCHOOL AND TOWN OFFICE STORMWATER IMPROVEMENTS, MORETOWN, VERMONT.

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty-Three between the Central Vermont Regional Planning Commission duly authorized therefore, party of the first part, and Poulin Companies, LLC, party of the second part, WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part for itself, its successors, and assigns, and the party of the second part for them and their heirs, executors, and administrators or successors and assigns, as follows:

### ARTICLE 1 - DEFINITIONS

Wherever the words defined in this article, or pronouns used in their stead, occur in this Contract and Specifications hereto attached, they shall have the meanings herein given.

AGENT of the OWNER - The AGENT of the OWNER shall mean the party of the first part, above designated, or any board, officer, or agent, duly authorized to act for the said party of the first part, in the execution of the Work called for in this Contract.

CONTRACTOR - The word CONTRACTOR shall mean the party of the second part, above designated, entering into this Contract for the performance of the Work required, or the legal representative of said party or the agent appointed for said party in the performance of the Work.

SUBCONTRACTOR - The word SUBCONTRACTOR shall mean a person, firm or corporation supplying labor and materials or only labor for Work at the site of the Project for, and under separate Contract or agreement with the CONTRACTOR.

ENGINEER - The word ENGINEER shall mean OWNER, either acting directly or through any duly authorized representatives.

STANDARD SPECIFICATIONS - Reference to "Standard Specifications" and "Standard Specifications for Road and Bridge Construction" mean the State of Vermont, Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition and all its amendments.

WORK - The word WORK shall mean all work as specified or indicated in the Contract Documents. The work is generally described as follows: 1) Construction of a gravel wetland, 2) Restoration of disturbed pavement and gravel in parking lot and sidewalk, 3) Stormwater conveyance, 4) Three sand filters and 5) Water line relocation (if encountered).

CONTRACT PRICE – AGENT of the OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents, a Contract Price based on the unit price for each item described in the attached Unit Price Schedule. The total Contract Price shall be the price sum for all the units of Work ultimately required for the completion of the Work, as

determined by the ENGINEER. Based on estimated quantities, the Contract Price is \$ 339,693.00.

CONTRACT DOCUMENTS - The Contract Documents which comprise the entire agreement between AGENT of the OWNER and CONTRACTOR are attached to this agreement, made part hereof and consist of the following:

1. This Contract Agreement
2. Contractor's Bid Form (Unit Price Schedule)
3. Payment Bond or Letter of Credit
4. Performance Bond
5. Notice of Award
6. Supplementary General Conditions (Pages 1 through 12)
7. Addendum
8. Regulatory Attachments
9. Technical Specifications and Drawings
10. Standard State Provisions for Subcontracts and Subgrants

There are no other Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification in the form of Change Order, Work Directive Change or Written Amendment.

#### Article 2 - Contractor's Representations

In order to induce AGENT of the OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

2.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the Work.

2.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting costs, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

2.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

2.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

2.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

2.6 CONTRACTOR agrees to furnish a Warrantee Bond in the amount of the full Contract Price which will continue in effect for one (1) full year after final completion of Work.

### ARTICLE 3 - OBLIGATIONS AND LIABILITY

3.1 The CONTRACTOR shall do all the Work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary or proper for performing and completing the Work required by this Contract, in the manner and within the time hereinafter specified. They shall complete the entire Work to the satisfaction of the ENGINEER, and in accordance with the Specifications and Drawings herein mentioned, at the prices herein agreed upon and fixed therefor. All the Work, labor and materials to be done and furnished under this Contract, shall be done and furnished strictly pursuant to, and in conformity with the attached Specifications and the directions of the ENGINEER as given from time to time during the progress of the work, under the terms of this Contract, and also in accordance with the Contract Drawings.

3.2 The CONTRACTOR shall coordinate their operations with those of other contractors who may be employed on other work of the OWNER, and shall avoid interference therewith and cooperate in the arrangements for storage of materials.

3.3 The CONTRACTOR shall conduct their work so as to interfere as little as possible with private business and public travel. They shall, at their own expense, wherever necessary or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

3.4 The CONTRACTOR shall take all responsibility for the Work done under this Contract, for the protection of the Work, and for preventing injuries to persons and damage to property and utilities on or about the Work. They shall not be relieved of their responsibility by any right of the ENGINEER or give permission relating to any part of the Work, or by any such permission given or by failure of the ENGINEER to give such permission. The CONTRACTOR shall bear all losses resulting to them or to the OWNER or AGENT of the OWNER on account of the amount or character of the Work, or because of the nature of the land in or on which the Work is done is different from what was estimated or expected, or on account of the weather, elements, or other causes. The CONTRACTOR shall assume the defense of all claims of whatsoever character against the CONTRACTOR, the OWNER, or the AGENT of the OWNER and indemnify, save harmless, and insure the OWNER and AGENT of the OWNER, its officers or agents, against all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the Work. Claims against the CONTRACTOR by abutters and others shall be settled in an expedient manner, proof of which shall be provided to the ENGINEER.

#### ARTICLE 4 - ENGINEER TO DECIDE

4.1 The ENGINEER shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of Work and materials which are to be paid for under this Contract, shall determine all questions in relation to said Work and the construction thereof, and shall in all cases decide every question of fact which may arise relative to the fulfillment of this Contract on the part of the OWNER, the AGENT of the OWNER and on the part of the CONTRACTOR.

4.2 Any differences or conflicts which may arise between the CONTRACTOR and other contractors of the OWNER in regard to their Work shall be adjusted and determined by the ENGINEER.

4.3 Nothing in this agreement shall be construed as giving the ENGINEER the responsibility for or the authority to direct or supervise construction methods, techniques, procedures or safety methods.

#### ARTICLE 5 - INTENTION OF THE DOCUMENTS

5.1 The ENGINEER shall make all necessary explanations as to the meaning and intention of the Drawings and Specifications.

5.2 The order or sequence of execution of the Work and the general conduct of the Work shall be subject to the approval of the ENGINEER, who shall have authority to direct the order or sequence where public necessity or welfare shall require, which approval or direction shall not affect the responsibility of the CONTRACTOR in the conduct of the Work. Prior to commencement of the work and weekly throughout the project, the CONTRACTOR shall submit to the ENGINEER a detailed Critical Path Method Schedule for the project.

#### ARTICLE 6 - ABSENCE OF CONTRACTOR

6.1 Work shall neither commence nor proceed unless supervised by the CONTRACTOR or their duly authorized superintendent or foreman. Delays in the Work due to the absence of the CONTRACTOR or their duly authorized superintendent or foremen shall not constitute a reason for extension of time for completion. The ENGINEER shall be notified at least 24 hours in advance, for the deviation from the normal daily work schedule.

#### ARTICLE 7 - PARTS OF CONTRACT

7.1 The information for Bidders, all Addenda, the Proposal submitted by the CONTRACTOR, the Specifications, and the Contract Drawings are made parts of this Contract.

#### ARTICLE 8 - DISCREPANCIES, ERRORS AND OMISSIONS

8.1 The Drawings and Specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the ENGINEER shall be final and binding on both parties of this Contract. The CONTRACTOR shall immediately notify the ENGINEER of any known discrepancies for proper resolution.



8.2 Any corrections of errors or omissions in Drawings and specifications may be made by the ENGINEER when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of Work to be done by the CONTRACTOR, compensation for said additional Work shall be made in accordance with the provisions of the Contract for Extra Work.

8.3 The fact that specific mention of a fixture, or of any part of the Work, is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the Drawings, or is usually and customarily required to complete fully such Work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter of any claim for extra compensation, but the said fixtures or work, or both, shall be installed or done the same as if called for both by the Drawings and by Specifications.

## ARTICLE 9 - INSURANCE

### 9.1 Indemnification

9.1.1. The CONTRACTOR shall indemnify and hold harmless the AGENT of the OWNER, OWNER, and its agencies and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.1.2. In any and all claims against the AGENT of the OWNER, OWNER, or any Act of its agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

### 9.2 Insurance

9.2.1. Worker's Compensation Insurance: Workers Compensation Insurance to cover its employees and CONTRACTOR shall require all SUBCONTRACTORS similarly to provide Worker's Compensation Insurance as required by the State of Vermont for all of the SUBCONTRACTOR's employees. All Worker's Compensation policies shall be endorsed with the following specific language: "This policy shall not be canceled without first giving thirty (30) days prior notice to the AGENT of the OWNER and OWNER by certified mail."

9.2.2. Comprehensive General Liability Insurance: Personal Injury and Property Damage Insurance for all activities of CONTRACTOR and its SUBCONTRACTORS arising out of or in connection with this Contract, written on a broad form comprehensive general liability basis in an amount no less than \$2,000,000, combined single limit personal injury and property damage for each occurrence. Liability Coverage for underground damage explosion, collapse and demolition, if applicable. Coverage will be in the amount of \$1,000,000 for each person. The CONTRACTOR shall assume full liability for any and all damage or injury to persons or property caused either directly or indirectly by the use of explosives by the CONTRACTOR.

9.2.3. Motor Vehicle Insurance: CONTRACTOR shall provide motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-ownership coverage in an amount no less than \$500,000 combined single limit on an occurrence basis. Coverage will include amount of \$500,000 for each person. Policy also to include medical payments of at least \$1,000 per person.

9.2.4. All policies required 1, 2 and 3 above shall be endorsed with the following specific language:

9.2.4.a. The Central Vermont Regional Planning Commission and Town of Moretown are named as additional insured for all liability arising out of the operation by or on behalf of the name insured, and their policy protects the additional insured, its officers, agents, and employees against liability for bodily injuries, deaths, or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

9.2.4.b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies had been issued to each insured.

9.2.4.c. The insurance provided herein is primary, and no insurance held or owned by the Town of Moretown or the Central Vermont Regional Planning Commission shall be called upon to contribute to a loss.

9.2.4.d. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Town of Moretown and the Central Vermont Regional Planning Commission .

9.2.5. The following documentation of insurance issued or countersigned by a Vermont licensed agent shall be submitted by CONTRACTOR to the Central Vermont Regional Planning Commission within thirty (30) working days of the date of this Agreement:

9.2.5.a. A Certificate of Insurance for Worker's Compensation Insurance for CONTRACTOR. A copy of the required policy endorsements given in subparagraph 1 shall be attached to each such certificate submitted.

9.2.5.b. Certificates of Insurance showing the limits of insurance, provided pursuant to subparagraph 2 and 3 certified copies of all policies, and signed copies of the specified endorsements for each policy.

#### ARTICLE 10- PATENTS

10.1 The CONTRACTOR shall indemnify and save harmless the AGENT of the OWNER, OWNER; and all persons acting for or on behalf of the OWNER, from all claims and liability of any nature or kind, including costs and expenses arising from or occasioned by the use or manufacture of any design, device, material or process covered by letters of patents or copyright, including their use by the OWNER.

#### ARTICLE 11 - COMPLIANCE WITH LAWS

11.1 The CONTRACTOR shall keep himself fully informed of all State and National laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Work, or the materials used in the Work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Plans, Drawings, Specifications, or Contract for this Work in relation to any such law, ordinances, regulations, orders or decrees, they shall forthwith report the same to the ENGINEER in writing. They shall at all times, themselves, observe and comply with, and cause all their agents and employees to observe and comply with, all such laws, ordinances, regulations, orders or decrees; and shall protect and indemnify the AGENT of the OWNER, OWNER, their officers, and agents, against any claims or liability arising from or based upon violation of any such law, ordinances, regulations, orders, or decrees, whether by himself or their employees.

#### ARTICLE 12 - PROVISIONS REQUIRED BY LAW DEEMED INSERTED

12.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

#### ARTICLE 13 - PERMITS

13.1 The OWNER shall, at its own expense, take out all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work covered by this Contract.

#### ARTICLE 14 - NOT TO SUBLET OR ASSIGN

14.1 The CONTRACTOR shall give their personal attention constantly to the faithful prosecution of the Work, shall keep the same under their personal control, and shall not assign by power of attorney or otherwise, nor subject, the Work, or any part thereof, without the previous written consent of the AGENT of the OWNER, and shall not either legally or equitably assign any of the monies payable under this agreement, or their claim thereto, unless by and with the like consent of the OWNER and surety on the Bond.

#### ARTICLE 15 - TIME OF BEGINNING WORK

15.1 Except as herein provided, the CONTRACTOR shall commence work at such points as the ENGINEER may approve, within five days after the execution of this Contract by the AGENT of the OWNER. It is the intent of this Contract to have the CONTRACTOR commence work at the site no earlier than June 19, 2023.

#### ARTICLE 16 - DELAY BY OWNER

16.1 The OWNER may delay the beginning of the Work or any part thereof, if the necessary lands or rights-of-ways for such Work shall not have been obtained, if materials or equipment to be furnished by the OWNER are not delivered or redesign necessitated by unexpected conditions. The CONTRACTOR shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this Contract on their part as the ENGINEER shall certify in writing to be just.

#### ARTICLE 17 - TIME OF COMPLETION

17.1 The rate of progress shall be such that work shall be performed in accordance with the terms of this Contract with work to be **substantially completed by August 15, 2023**, unless and except as any part may be delayed under the provisions of this Contract.

17.2 It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather and accidents, and the occurrence of such will not relieve the CONTRACTOR from the necessity of maintaining this rate of progress.

17.3 If delays are caused by acts of God, acts of Government or State, strikes, extra work, floods or their contingencies clearly beyond the control or responsibilities of the CONTRACTOR, the CONTRACTOR shall be entitled to so much additional time wherein to perform and complete this Contract on their part as the AGENT of the OWNER may grant, after certification thereto by the ENGINEER.

#### ARTICLE 18 - LIQUIDATED DAMAGES

18.1 In case the CONTRACTOR fails to satisfactorily complete the entire Work contemplated and provided for under this Contract on or before the date of completion determined as described above, the AGENT of the OWNER shall deduct from the payments due the CONTRACTOR each month, **the sum of Two Hundred Dollars (\$250.00) per day for each calendar day of delay**, which sum is agreed upon not as a penalty but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the CONTRACTOR, then the CONTRACTOR or their surety shall pay the balance to the AGENT of the OWNER.

18.2 In addition to the above, if the Contract is not completed within the time specified and no extension of time is authorized by the AGENT of the OWNER, the CONTRACTOR shall

indemnify the AGENT of the OWNER for costs to the AGENT of the OWNER of inspection of the work during any such extension period.

#### ARTICLE 19 - NIGHT AND SUNDAY WORK

19.1 No night and Sunday work requiring the presence of an engineer or inspector will be permitted, except in case of emergency, and then only to such an extent as is absolutely necessary, and with written permission of the ENGINEER, provided that this clause shall not operate in case of gang organized for regular and continuous night work and on work which, in the opinion of the ENGINEER, can be satisfactorily performed at night.

#### ARTICLE 20 - OPPORTUNITIES FOR RESIDENTS – Deleted

#### ARTICLE 21 - EMPLOY COMPETENT PERSONS

21.1 The CONTRACTOR shall employ only competent persons to do the work, and whenever the ENGINEER shall notify the CONTRACTOR in writing that any such person on the Work is, in their opinion, incompetent, such person shall be discharged from the Work and shall not again be employed on it, except with the consent of the ENGINEER.

#### ARTICLE 22 - EMPLOY SUFFICIENT LABOR AND EQUIPMENT

22.1 If, in the opinion of the ENGINEER, the CONTRACTOR is not employing sufficient labor or equipment to complete this Contract within the time specified, said ENGINEER may, after giving written notice, require said CONTRACTOR to employ such additional labor and equipment as may be necessary to enable said work to properly progress. Failure of the CONTRACTOR to comply in the request of the ENGINEER shall be considered a violation of this CONTRACT.

#### ARTICLE 23 - INTOXICATING LIQUORS

23.1 The CONTRACTOR shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors or other materials upon or about the Work embraced in this Contract.

#### ARTICLE 24 - ACCESS TO WORK

24.1 The OWNER, AGENT of the OWNER and the ENGINEER, and their agents and employees, may, for purposes already specified and for any other purpose, enter upon the work and the premises used by the CONTRACTOR, and the CONTRACTOR shall provide safe and proper facilities therefor. The OWNER and AGENT of the OWNER reserves the right, if in their opinion, public health, safety and welfare are jeopardized, to access the work and if necessary employ forces, not a party to this Contract, for correction of hazards or defects in work performed by the CONTRACTOR or by others and the cost and/or performance of such work shall be as set forth in ARTICLE 34.

## ARTICLE 25 - EXAMINATION OF WORK

25.1 The ENGINEER shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this Contract, even to the extent of uncovering or taking down portions of finished work.

25.2 Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the restoring and replacing of the material and rebuilding the part shall be considered as extra Work, unless the original work was done in the absence of the ENGINEER or their inspector without their written authorization, in which case the cost shall be borne by the CONTRACTOR. Should the Work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing, and making good shall be at the expense of the CONTRACTOR.

## ARTICLE 26 - DEFECTIVE WORK

26.1 The inspection of the Work shall not relieve the CONTRACTOR of any of their obligations to fulfill their Contract as herein prescribed, and defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such work and materials have been previously overlooked by the ENGINEER and accepted or estimated for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the CONTRACTOR shall forthwith make good such defect, in a manner satisfactory to the ENGINEER, and if any material brought upon the ground for use in the Work, or selected for the same, shall be condemned by the ENGINEER as unsuitable or not in conformity with the Specifications, the CONTRACTOR shall forthwith remove such materials from the vicinity of the Work and any material furnished by the AGENT of the OWNER which shall be damaged or rendered defective by the handling or improper installation by the CONTRACTOR, their agent, or employees, shall be made good and replaced at the CONTRACTOR's own expense.

## ARTICLE 27 - PROTECTION AGAINST WATER AND STORM

27.1 The CONTRACTOR shall take all precautions to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the CONTRACTOR, at his/her/their own expense, shall make repairs or replacements or rebuild such parts of the Work as the ENGINEER may require in order that the finished work may be completed as required by the Drawings and Specifications.

27.2 The ENGINEER may prohibit the carrying out of any work at any time when, in their judgment, the conditions are not suitable or the proper precautions are not being taken, whatever the weather may be, in any season.

## ARTICLE 28 - MISTAKES OF CONTRACTORS

28.1 The CONTRACTOR shall pay to the OWNER all expenses, losses, and damages as determined by the ENGINEER, incurred in consequence of any defect, omission, or mistake of the CONTRACTOR, or their employees, or the making good thereof.

## ARTICLE 29 - RIGHT TO MATERIALS

29.1 Nothing in this Contract shall be construed as vesting in the CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the OWNER.

## ARTICLE 30 - INTERPRETATION OF CONTRACT AS TO LIMITATIONS OF WORK

30.1 Should it be deemed necessary in the execution of the Work, by reason of any condition or circumstance arising or discovered after the making of the Contract, to make any minor variation desirable or necessary for the stability, safety, economy or betterment of the Work, which variations increase or decrease the quantities of the Work specified, or change the location thereof to an extent not unreasonably affecting the condition of the Work, and further interpreted by the ENGINEER as involving no classes of work other than those called for by this Contract, the CONTRACTOR shall, upon written order from the ENGINEER to that effect, make such minor variations. If such minor variations diminish the quantity of work to be done, no claim for damages or for anticipated profits on the work dispenses with will not be included in any payments made to the CONTRACTOR. If such minor variations increase the amount of work, the value of such increase shall be determined and fixed by the ENGINEER in accordance with the quantity of such work actually done, and at the unit prices stipulated in the Contract.

30.2 Such alterations or changes as are mentioned in this section shall not vitiate or annul the obligations of the Contract or the agreement for the Work.

30.3 Should the CONTRACTOR consider themselves entitled to extra compensation on account of the aforementioned alterations or changes, they shall notify the AGENT of the OWNER by making their claim in writing to the ENGINEER before proceeding with the work in question. Should the CONTRACTOR proceed with the said work in compliance with the order of the ENGINEER, it is to be construed as their acceptance of the order and of the stipulated compensation for the said work.

30.4 Should, in the opinion of the ENGINEER, any contemplated change in the quantities of the work or alterations thereof, materially change the character of the work or any part thereof, or materially affect the compensation for same, then the work shall be classed as extra work.

## ARTICLE 31 - EXTRA WORK

31.1 The CONTRACTOR shall do any work incidental to the proper completion of the Contract not herein otherwise provided for when and as ordered in writing by the AGENT of the OWNER. The amount of compensation to be paid to the CONTRACTOR for extra work, as so ordered, shall be determined by the Engineer to be one of the following:

31.1.1 By such applicable unit prices, if any, as are set forth in the Contract; or

31.1.2 If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed by the OWNER and the CONTRACTOR; or

31.1.3 If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum then by the actual net cost in money to the CONTRACTOR as approved by the ENGINEER of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and

approved for such extra work, plus ten percent (10%). No extra work will be paid for unless specifically ordered as such by the ENGINEER in writing.

31.2 The CONTRACTOR shall, when requested by the ENGINEER to do so, furnish itemized statements of cost and the work ordered and submit to the ENGINEER the accounts, bills, and vouchers relating thereto.

31.3 The ENGINEER shall include in the cost of extra work, the reasonable cost to the CONTRACTOR of all materials used, of all labor, common and skilled, of foremen, and the fair rental of all machinery used upon the extra work for the periods of such use.

31.4 The fair rental of all machinery shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment", as published by the Associated Equipment Distributors or similar publication approved by the ENGINEER. Rental for machinery which was upon the work immediately before, or which shall be required by or used upon the work after the extra work is done, shall be based upon an appropriate fraction of the approved monthly rate schedule. If said work required the use of machinery not upon the work site and not contemplated to be used upon the work, then the cost of transportation, not exceeding a distance of 100 miles, of such machinery to and from the work shall be added to the fair rental as accepted by the ENGINEER in writing prior to the rental of the machine.

31.5 The ENGINEER shall include in the cost of extra work, the cost to the CONTRACTOR of additional premiums paid on the required insurance on account of such work, and the cost of Social Security or other direct assessment upon the CONTRACTOR'S payroll by Federal or to the properly authorized public agencies. The ENGINEER shall not include in the cost of extra work any cost or rental of small tools, buildings, or any portion of the time of the CONTRACTOR or their superintendent, or any allowance for use of capital or premium on the bond as assessed upon the amount of the extra work, these items being considered as being covered by the ten percent (10%) added to the reasonable cost.

31.6 In the case of extra work performed by SUBCONTRACTORS, whether under the specific contract items provided herein, or otherwise approved by the ENGINEER the ten percent (10%) added to the reasonable cost of the work will be allowed only to the SUBCONTRACTOR. On such work, an additional five percent (5%) of the reasonable cost (before adoption to the ten percent (10%)) will be paid to the CONTRACTOR for their work in directing the operations of the SUBCONTRACTOR and for any overhead involved.

## ARTICLE 32 - EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

32.1 When extra work is ordered near the completion of the Contract, or when extra work is ordered at any time during the progress of Work, which required, in the opinion of the ENGINEER, an unavoidable increase of time for the completion of the Contract, a suitable extension of the item of completion shall be made, only upon approval of the OWNER and the AGENT of the OWNER.

## ARTICLE 33 - CHANGES NOT TO AFFECT BOND

33.1 It is distinctly agreed and understood that any changes made in the Drawings and Specifications for this Work (whether such changes increase or decrease the amount thereof) or



any change in the manner of time of payments made by the AGENT of the OWNER to the CONTRACTOR, shall in no way annul, release, or affect the liability and surety on the bond given by the CONTRACTOR.

#### ARTICLE 34 - CLAIMS FOR DAMAGES

34.1 If the CONTRACTOR claims compensation for any damages sustained by breach of Contract or otherwise, be the same based on claims that are due and full credit has not been given the CONTRACTOR for work performed or material furnished in accordance with the terms of the Contract or for any other cause, they shall promptly, after sustaining of any damage, make a written statement of the nature of the damage sustained, to the ENGINEER, and shall on or before the fifteenth day of the month following that in which the damage shall have been sustained, file with the ENGINEER an itemized statement of the details and amount of such damage, and unless such statement is made as thus required, their claim for compensation shall be forfeited and invalidated, and they shall not be entitled to payment on account of any such damage.

#### ARTICLE 35 - ABANDONMENT OF WORK

35.1 If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without the previous written consent of the AGENT of the OWNER, or if the Contract or any claim thereunder shall be assigned by the CONTRACTOR otherwise than as herein specified, or if at any time the ENGINEER shall be of the opinion and shall so certify in writing that the conditions herein specified as to the rate of progress are not fulfilled, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the CONTRACTOR has violated any of the provisions of this Contract, the AGENT of the OWNER may notify the CONTRACTOR by a written order, with a copy mailed to the home office of the Surety, to discontinue all work or any part thereof as the OWNER or AGENT of the OWNER may designate, and the OWNER may thereupon by Contract or otherwise, as it may determine, complete the work, or any such part thereof, and charge the entire expense of so completing the work or part thereof to the CONTRACTOR; and for such completion, the OWNER or the AGENT of the OWNER, for itself or its Contractors, may take possession of and use or cause to be used in the completion of the work, or part thereof, any of such materials, equipment, machinery, implements and tools of every description as may be found at the location of said work.

35.2 All expenses charged under this article shall be deducted and paid by the AGENT of the OWNER out of any monies then due or to become due the CONTRACTOR under this Contract, or any part thereof; and in such accounting, the AGENT of the OWNER shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or for ensuring its proper completion, but all sums actually paid therefore shall be charged to the CONTRACTOR. In case the expenses so charged are less than the sum which would have been payable under this Contract, if the same had been completed by the CONTRACTOR, the CONTRACTOR shall be entitled to receive the difference; and in case such expenses shall exceed the said sum, the CONTRACTOR shall pay the amount of the excess to the AGENT of the OWNER.

#### ARTICLE 36 - PRICES FOR WORK

36.1 The AGENT of the OWNER shall pay and the CONTRACTOR shall receive the prices stipulated in the proposal attached hereto as full compensation for everything furnished and done by the CONTRACTOR under this Contract, including all work required, but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided.

#### ARTICLE 37 - MONEY MAY BE RETAINED

37.1 The AGENT of the OWNER may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages incurred by the OWNER or AGENT of the OWNER and determined as herein provided, and may retain, until all claims are settled, so much of such money as the AGENT of the OWNER shall be of the opinion will be required to settle all claims filed with the AGENT of the OWNER, its officers, and agents, relating to this Contract. Any monies retained shall be placed in a non-interest bearing account.

#### ARTICLE 38 - PARTIAL PAYMENTS

38.1 The CONTRACTOR shall, by the twentieth day of each month, make an approximate estimate, such as they shall believe to be just and fair, of the amount and value of the work done and the materials incorporated into the work during the calendar month, said estimate to be submitted to the ENGINEER. The ENGINEER shall, by the twenty-fifth day of each month, make an approximate estimate, such as they shall believe to be just and fair, of the amount and value of work done and the materials incorporated into the work during the calendar month.

AGENT of the OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about 30 days after submittal of each month during construction as provided below. All progress payments will be based on the estimated quantity of completed work for the time period as described in the Bid Schedule. Payment may at any time be withheld if the work is not proceeding in accordance with this Contract. The making of any such estimates or payment thereon shall not be taken or construed as an approval of acceptance by the AGENT of the OWNER of any work so estimated. All such payment shall be considered tentative only, subject to the correction in the final estimate, and need not be taken or construed as an approval of acceptance by the AGENT of the OWNER of any work so estimated.

Retainage: The CONTRACTOR agrees the sum of 10% of progress payments will be retained until the 50% completion point has been reached. No additional retainage will be withheld for the remainder of the project. At the point of Substantial Completion 50% of the retained monies will be returned minus the value of any punch list items. At the point of Final Acceptance of the PROJECT, and further, the sum of 2% of the total project will be retained for a period of ninety (90) days from final acceptance of the work.

Any monies retained shall be placed in a non-interest bearing account.

In no event shall AGENT of the OWNER pay to CONTRACTOR more than 98% of the Contract Price prior to full completion of the Work and certification by ENGINEER that the Work is fully complete.

All monies not paid when due hereunder shall bear interest at two and a half (2.5%) per annum.

Final Payment: Upon final completion and acceptance of the Work, AGENT of the OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

38.2 The CONTRACTOR shall be responsible for any loss or damage to any such material or equipment until the same has been completely installed, tested and accepted. The CONTRACTOR shall pay:

38.2.1. For all transportation and utility services not later than the twentieth day of the calendar month following that in which such services are rendered.

38.2.2. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the twentieth day of the calendar month following that in which such materials, tools and equipment are delivered to the site of the Project, and the balance of the cost thereof not later than the thirtieth day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.

#### ARTICLE 39 - APPROVAL AND ACCEPTANCE OF WORK

39.1 Following the completion of this Contract as such completion is defined herein and as soon thereafter as practicable, the ENGINEER will inspect the entire Work in all parts and details, and if said Work and all Contract performances are found to be satisfactory and in accordance with the provisions and terms of the Contract and Specifications, the ENGINEER will certify the Work as completed and will accept it upon behalf of the AGENT of the OWNER but conditionally upon the subsequent remedy of defects which may become manifest within a period of twelve (12) months following completion and as herein required. The certification of completion and the said acceptance of the Work will be a pre-requisite to final payment hereunder.

39.2 Twelve months after the date of the certificate of acceptance as herein before set forth and as soon thereafter as practicable, the ENGINEER shall make a review and re-inspection of the Work and performances of this Contract, or cause the same to be made. If said performances and Work shall be found satisfactory and the Work not to have deteriorated through defects of workmanship of material, then the ENGINEER shall certify the release of the guarantee herein elsewhere specified, and such certification shall be a pre-requisite to the release of the surety on the Contract Bond. If, however, the review and re-inspection as herein set forth or any prior inspection discloses defects due to non-fulfillment of this Contract, or non-compliance with its requirements, the ENGINEER shall so notify the CONTRACTOR in writing and thereupon the CONTRACTOR shall, at their own expense, repair or replace and shall make good all defects of workmanship, materials and guarantee, and shall recite any non-compliance, and such repairs and fulfillment shall be a pre-requisite to the release of the guarantee and to the release of the surety on the Contract Bond. If, however, the CONTRACTOR shall, after due notice, refuse or

neglect to make good the defects as notified and to the satisfaction of the ENGINEER, then the AGENT of the OWNER may and is empowered to proceed in a manner prescribed in the event of abandonment or forfeiture of the Work by the CONTRACTOR, and completion by the AGENT of the OWNER and the payment of claims for material and labor and other expense as provided in such procedures shall be a pre-requisite to the termination of guarantee, to the release of the guarantee and to the release of the surety on the Bond.

#### ARTICLE 40 - SEMI-FINAL AND FINAL PAYMENTS

40.1 Within 30 days after the Work has been completed to the satisfaction of the ENGINEER, they will make a final estimate of the amount of work done by the CONTRACTOR and of the value thereof. Such final estimate shall include the value of all work performed under the Contract and all retained percentage, after deducting therefrom the total of all previous periodic or partial payments and all amounts to be retained to satisfy any and all outstanding claims or liens that have been duly filed against the CONTRACTOR. All prior estimates shall be subject to correction by this final estimate. After preparation, a copy of said final estimate shall be submitted to the CONTRACTOR for their approval and agreement.

40.2 If, after final inspection has been made, there are any payment or extra work items that are in dispute, either as to the quantity or value of the work performed hereunder, such items or claims may be excluded from the final estimate and payment for such dispute items may be deferred until such time as an agreement has been reached between the CONTRACTOR and the AGENT of the OWNER or until such time as the claim has been adjudicated. In such cases, a semi-final estimate shall be prepared within the said period of 30 days after completion, covering the value of all Work performed and all retained percentage on all items of the Contract that are not in dispute but subject to the same deductions and retainage as set forth above and with all disputed items or claims excluded.

40.3 In the event that the Work has been substantially completed and the Project has been opened to public use by order of the OWNER or its duly authorized agents, but final acceptance of the Work is subject to delay because of minor uncompleted items which do not impair the usefulness of the Project, a semi-final estimate shall be prepared within a like period of 30 days after such Contract has been substantially completed and placed in public use. Such semi-final estimate shall include an estimate of the value of all work performed in accordance with the terms of the Contract, including the amount of retained percentage withheld from previous partial payments but excluding the same deductions and retainage as set forth above; an estimate of the value of the work remaining to be performed and any items of work that may be in dispute. Payment for such excluded items or portions thereof may be deferred until such time as the remaining work has been satisfactorily completed, or in the case of disputed items or claims, until such time as an agreement has been reached.

40.4 If the ENGINEER delays or fails to prepare any final or semi-final estimate within the period of time specified herein, interest on the amount due the CONTRACTOR on any such final or semi-final estimate shall be computed and paid by the AGENT of the OWNER at the rate of two and a half percent (2.5%) annum, beginning 31 days after the Contract has been satisfactorily completed or the Project has been substantially completed and opened to public use, as the case may be, and running until the date such estimate has been prepared and

submitted to the CONTRACTOR for acceptance. The amount of such interest shall be included in the estimate when prepared.

40.5 Such final or semi-final estimates, however, shall not serve as a release of the CONTRACTOR or of their sureties from the required guarantee against defects of materials, workmanship and/or over contract performance for a period of one (1) year from the date of acceptance.

#### ARTICLE 41 - CLAIMS FOR LABOR, MATERIALS AND DAMAGES

41.1 The CONTRACTOR shall from time to time, as required by the ENGINEER, furnish the said ENGINEER with affidavits and satisfactory evidence that all persons who have done work or furnished materials under this Contract, or have suffered damage on account of the CONTRACTOR's operations, have been fully paid or secured; and in case such evidence be not furnished as aforesaid, such amount as said ENGINEER may consider necessary to meet the lawful claims of the persons aforesaid will be retained from the monies otherwise due said CONTRACTOR, until the liabilities aforesaid have been fully satisfied. It is understood and agreed, however, that the AGENT of the OWNER hereby assumes no obligation toward such claimants, not in any way undertakes to pay such claims out of any funds due or that may become due the CONTRACTOR, or out of its own funds.

#### ARTICLE 42 - WAIVERS

42.1 Neither the inspection by the OWNER nor any of its agents, nor any orders, measurements, or certificate by the ENGINEER, nor any order by the AGENT of the OWNER for the payment of money nor any payment for, nor acceptance of, the whole or any part of the work by the OWNER, nor extension of time nor any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy herein provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions or legal proceedings, the OWNER and AGENT of the OWNER shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

#### ARTICLE 43 - SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

43.1 In order to protect the lives and health of their employees under the Contract, the CONTRACTOR shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under this Contract.

43.2 The CONTRACTOR alone shall be responsible for the safety, efficiency and adequacy of their plant, appliances and methods and for any damage which may result from their failure or their improper construction, maintenance, or operation.

43.3 The CONTRACTOR will comply with the requirements of the (Vermont) Occupational Safety and Health Act.

#### ARTICLE 44- LIABILITY OF OWNER

44.1 No person, firm or corporation, other than the signer of this Contract as CONTRACTOR now has any interest hereunder and no claim shall be made or be valid, and neither the OWNER, AGENT of the OWNER nor any other agent of the OWNER, shall be liable for or be held to pay any money, except as herein provided. The acceptance by the CONTRACTOR of the payment of the final estimate shall operate as and shall be a release to the OWNER, AGENT of the OWNER and every other agent of the OWNER, from all claim and liability to the CONTRACTOR for anything done or furnished for or relating to the Work, or for any act or neglect of the OWNER, AGENT of the OWNER or of any person relating to or affecting the Work, except the claim against the OWNER and AGENT of the OWNER for the remainder, if any thereby, of the amounts kept or retained as herein provided.

#### ARTICLE 45 - GUARANTY

45.1 The CONTRACTOR guarantees that the Work to be done under this Contract, and the materials to be furnished by him for use in the construction of the same, will be free from defects or flaws. This guaranty shall be for a period of one year from and after the date of acceptance.

45.2 It is hereby, however, specially agreed and understood that this guaranty shall not include repairs made necessary by any cause or causes other than defective work or materials furnished by the CONTRACTOR. The CONTRACTOR shall at all times within said period of guaranty keep the surface of the ground over this work, or adjacent thereto, in the position and condition required by this Contract, and refill any settlement or erosion in backfilling or any surface graded by him, due to any cause whatsoever, when so directed by the ENGINEER. Should they fail to do so, the AGENT of the OWNER may have said work done as described in ARTICLE 38.

#### ARTICLE 46 - LEGAL ADDRESS OF CONTRACTOR

46.1 Both the address given in the bid or proposal submitted by the CONTRACTOR and the CONTRACTOR's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to the CONTRACTOR shall be certified, mailed, or delivered. The delivering at the above-named place, or depositing in a post-paid wrapper directed to the first named place, in any post office box regularly maintained by the Post Office Department, of any notice, letter, or other communication to the CONTRACTOR, shall be deemed sufficient service hereof upon the CONTRACTOR, and date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing executed, and acknowledged by the CONTRACTOR and delivered to the ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the CONTRACTOR personally.

#### ARTICLE 47 - SUSPENSION OF WORK

47.1 Should the AGENT of the OWNER be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reasons of any litigation, the CONTRACTOR shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the OWNER and AGENT of the OWNER may determine will compensate for time lost by such delay with such determination to be set forth in writing.

#### ARTICLE 48 - RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

48.1 At points where the CONTRACTOR's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

48.2 The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and that duplication of rearrangement work may be reduced to a minimum, and that service rendered by those parties will not be unnecessarily interrupted.

48.3 The approximate locations of the existing major utilities are shown on the Drawings. In addition to these, there may be others which are not shown on the Drawings. It shall be the responsibility of the CONTRACTOR to cooperate closely with all utility companies involved and to ascertain the exact locations of all utilities prior to excavation. All existing utilities shall be protected from damage during construction and, if damaged, shall be repaired by the CONTRACTOR at their own expense.

#### ARTICLE 49 - JOB OFFICE - DELETED

#### ARTICLE 50 - TERMINATION

50.1 Upon seven days' written notice to CONTRACTOR and ENGINEER, AGENT of the OWNER may, without cause and without prejudice to any other right of remedy, elect to abandon the Project and terminate the AGREEMENT. In such case, CONTRACTOR shall be paid for all Work executed at the Contract prices and for any expense sustained plus a reasonable profit.

ARTICLE 51 - IN WITNESS WHEREOF, the AGENT of the OWNER has caused these presents, and three (3) other original duplicate Contracts of like tenor and date, to be signed in its name and behalf, and its official seal hereunto affixed by its officers thereunto duly authorized; and the said Contracts of like tenor and date, to be signed in its name and behalf, and its official seal hereunto affixed by

\_\_\_\_\_  
ITS OFFICER THEREUNTO  
DULY AUTHORIZED THE DAY AND YEAR FIRST ABOVE WRITTEN (CONTRACTOR).

ARTICLE 52 - EXECUTION

(SEAL)

Central Vermont Regional Planning Commission

By: \_\_\_\_\_

Signed and sealed in presence of:

\_\_\_\_\_

\_\_\_\_\_  
Date

(CONTRACTOR).

\_\_\_\_\_

(SEAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and sealed in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Chairman, Board of Directors



ARTICLE 53 - NOTARIZATION

Certificate of Acknowledgment of CONTRACTOR, if a Corporation

State of \_\_\_\_\_

County \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally  
came \_\_\_\_\_ to me known, who being duly sworn did  
say as follows:  
that they reside at

\_\_\_\_\_

and is the \_\_\_\_\_

of \_\_\_\_\_, the corporation  
described herein and which executed the foregoing instrument; that they knows the corporate  
seal of said corporation; the seal affixed to the foregoing instrument is such corporate seal and it  
was so affixed by order of the Board of Directors of said corporation and by the like order, they  
signed thereto their name and official designation.

\_\_\_\_\_  
Notary Public (Seal)

My commission expires \_\_\_\_\_