



Town of Sharon

Request for Proposals

Bank Stabilization Repairs
due to July 10th, 2023 Flooding

ISSUANCE DATE.....August 14th, 2023
DEADLINE TO SUBMIT QUESTIONS.....August 18th, 2023
DEADLINE FOR ADDENDA.....August 22nd, 2023
DEADLINE FOR SUBMITTAL.....August 28th, 2023

RFP Contact:

Nicola Shipman, Selectboard Assistant
selectboard@sharonvt.net
(802) 763-8268 ext. 4

Prepared by the Town of Sharon

Sharon_4720DR_01
Request for Proposals

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Eligibility

This procurement is open to those bidders who satisfy the minimum qualifications stated herein and are available for work in the State of Vermont.

Project Background

TH-4 and TH-11 experienced bank slides at three sites as a result of flood waters on July 10th, 2023. In order to streamline projects, this Invitation to Bid includes three Town Highway bank stabilization projects that are similar in funding source, scope of work and contractor expertise requirements. The Town of Sharon is seeking Public Assistance (PA) grant funding through FEMA for permanent repairs to these bank slides.

Project Description

Bank Stabilization at three locations in Sharon, Vermont

Broad Brook Road FEMA Site 1: TH-4, locally known as Broad Brook Road
Estimated dimensions of the bank slide are 80' x 2' x 2'

Broad Brook Road FEMA Site 2: TH-4, locally known as Broad Brook Road
Estimated dimensions of the bank slide are 80' x 10' x 20'

Quimby Mountain Road FEMA Site 3: TH-11, locally known as Quimby Mountain Road
Estimated dimensions of the bank slide are 20' x 5' x 20'

Type of Construction

Broad Brook Road FEMA Site 1: Bank stabilization using VTrans specifications for Stone Fill Slope Protection (with or without Toe Wall as appropriate; see ATTACHMENT B or C); resetting existing reinforced concrete straight headwall (see ATTACHMENT D); removal and reset of guardrail; evaluation of and possible replacement of existing 18" diameter, 33' culvert (Local ID #11) (Bid Alternate). This site will likely require specialized equipment such as a long arm excavator.

Broad Brook Road FEMA Site 2: Bank stabilization using VTrans specifications for Stone Fill Slope Protection with Stone Toe Wall (see ATTACHMENT C); stream bypass needed

Quimby Mountain Road FEMA Site 3: Bank stabilization using VTrans specifications for Stone Fill Slope Projection with Stone Toe Wall (see ATTACHMENT C)

Pre-Bid Meeting

There will be no pre-bid meeting. Contractors submitting a bid are expected to visit all three sites in advance of bid submittal. Information for identifying sites is included. (See Maps and Photos)

Contract Requirements

In addition to the Town's standard contract, Contractors shall be required to comply with Federal Emergency Management Agency (FEMA) contract provisions for Public Assistance Funding, which can be found at: https://www.fema.gov/sites/default/files/2020-07/fema_procurement_contract-provisions-template.pdf (ATTACHMENT E).

Scope of Work

1. The Town is seeking a contractor to perform all services as specified in ATTACHMENT A, which is considered part of this Request for Proposal by reference.
2. Submissions may recommend additional or alternative services which are believed to provide more efficient and/or comprehensive means to meet the Town's project goals as set forth in ATTACHMENT A.
3. Terms and conditions may be further defined in a formal contract.

General Information

1. **Right to Accept or Reject Proposals:** The Town reserves the right to accept or reject any proposal, at their sole discretion, and to award a contract based solely on their determination of the best proposal considering all circumstances and conditions applicable to this project.
2. **Right to Cancel or Postpone the Project:** The Town reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.
3. **Right to Retain:** Proposals submitted become the property of the Town of Sharon.

Pricing

1. As required by FEMA, responsive bids will clearly state a lump sum cost for **each site** separately, as outlined in ATTACHMENT A.
2. The Town will not make advance, incremental or partial payments. All work must be satisfactorily completed before being invoiced.
3. There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

Submission Instructions

1. Bids may be submitted by mail, in person or electronically
 - a. Email proposals must be provided in PDF format and sent to the attention of Nicola Shipman, Selectboard Assistant. The subject line shall include: **SHARON_4720DR_01**
Email: selectboard@sharonvt.net.
 - b. For mailed or hand-delivered proposals, provide two (2) sealed proposals. Sealed bids shall be clearly marked in the lower left-hand corner:
TOWN OF SHARON SELECTBOARD ASSISTANT
SHARON_4720DR_01
CONTRACTOR NAME
DUE DATE AND TIME
Mail to: Town of Sharon Selectboard, PO Box 250, Sharon, VT 05065
Deliver to: Town of Sharon Selectboard, 15 School Street, Sharon, VT 05065
2. Respondents are required to use the Bid Form provided. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.
3. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that

the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

4. Bid opening shall take place immediately following the submittal deadline
5. Bids will be reviewed at a public meeting of the Selectboard soon after the submission deadline.

General Provisions

1. RFP Coordinator Contact Information

All communication between the bidder and the Town upon release of this RFP shall be with the Selectboard Assistant. Any other communication will be considered unofficial and non-binding on the Town. Bidders are to rely on written statements issued by the Selectboard Assistant.

Nicola Shipman, Selectboard Assistant
15 School Street, Sharon VT 05065
Phone: 802-763-8268, ext. 4
Email: selectboard@sharonvt.net

2. Commitment of Funds

The Town of Sharon Selectboard is the only entity that may legally commit the Town to the expenditure of funds for a contract resulting from this RFP. No costs chargeable to the proposed contract may be incurred before receipt of a fully and properly executed contract.

3. Insurance Requirements

- a. The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- b. The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town's acceptance of the Contractor's proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor's insurance company before any work is performed. The Contractor's policies shall name the "Town of Sharon, Vermont" as an additional insured.
- c. By submitting a bid, Bidder warrants and promises that it will comply with all State of Vermont and federal requirements for the transportation, storage and handling of any product or materials to be provided under this bid. The awarded Contractor shall indemnify the Town and its representatives against any claim, loss, damage, or liability arising from any such law or regulation related to any activity of Contractor or its agents or employees. The awarded Contractor shall be responsible for all damage to property, or injury to persons, arising out of any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
- d. Liability Insurance -- Contractor shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence and General Aggregate coverage of at least \$2,000,000.

- e. Automobile Liability Insurance -- Contractor shall maintain automobile liability coverage with a Combined Single Limit of at least \$1,000,000.
- f. Workers' Compensation -- The Contractor will, at all times during its service to the Town, comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Town will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Evaluation and Contract Award

A. Evaluation Procedure

- 1. Proposals will be evaluated in accordance with the requirements stated in this request and the Town of Sharon Procurement Policy.
- 2. The Selectboard Assistant may contact the bidder for clarification of any portion of the bidder's proposal.
- 3. Responsive bids must include:
 - ☐ Proof of insurance
 - ☐ Proposal with project timeline included with supportive documents if needed
 - ☐ Completed bid forms for all three sites signed by authorized agent

B. Evaluation and Selection Criteria

The Town will consider the following criteria when evaluating and selecting proposals:

- ☐ Price
- ☐ Clarity and completeness of the submitted proposal.
- ☐ Bidder's ability to perform within the specified time limits.
- ☐ Bidder's experience and reputation, including past performance for the Town of Sharon
- ☐ Quality of the materials and services specified in the bid.
- ☐ Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any
- ☐ Any other factors that the Town determines are relevant and appropriate in connection with a given project or service.

C. Notification to Bidders

The RFP Coordinator will notify the apparently successful Contractor of the Town's selection as soon as possible following the Selectboard's acceptance of the bid and awarding of a contract.

D. Start of Work

Work will commence on a date and time mutually agreed to by the Town and the Contractor, following the execution of an approved and signed contract.

-continue to Bid Forms-

BROAD BROOK SITE 1 BID FORM

Primary Contact: _____
Name of Business: _____
Physical Address: _____
Mailing Address: _____
Daytime Phone: _____ Cell Phone: _____
Email: _____

The undersigned proposes to provide all services necessary to perform all work outlined in this RFP.

The undersigned's proposal for the firm fixed-price sum as follows:

Firm Fixed-Price Base Bid: Broad Brook Site 1

Labor:	\$
Equipment:	\$
Materials:	\$
Base Bid Total:	\$

Firm Fixed-Price Bid Alternate: Culvert Replacement if required

Labor:	\$
Equipment:	\$
Materials:	\$
Bid Alternate Total:	\$

DELIVERY DATE AND ACCEPTANCE If awarded this contract within thirty (30) days after the time set for the opening of bids, Contractor agrees to provide work and materials as proposed without escalation of prices, and to complete installation as outlined in the aforementioned scope of work.

Respectfully Submitted,

Signature: _____

Name: _____

Company: _____

Title: _____

BROAD BROOK SITE 2 BID FORM

Primary Contact: _____

Name of Business: _____

Physical Address: _____

Mailing Address: _____

Daytime Phone: _____ Cell Phone: _____

Email: _____

The undersigned proposes to provide all services necessary to perform all work outlined in this RFP.

The undersigned's proposal for the firm fixed-price sum as follows:

Firm Fixed-Price Base Bid: Broad Brook Site 2

Labor:	\$
Equipment:	\$
Materials:	\$
Base Bid Total:	\$

DELIVERY DATE AND ACCEPTANCE If awarded this contract within thirty (30) days after the time set for the opening of bids, Contractor agrees to provide work and materials as proposed without escalation of prices, and to complete installation as outlined in the aforementioned scope of work.

Respectfully Submitted,

Signature: _____

Name: _____

Company: _____

Title: _____

QUIMBY MOUNTAIN SITE 3 BID FORM

Primary Contact: _____

Name of Business: _____

Physical Address: _____

Mailing Address: _____

Daytime Phone: _____ Cell Phone: _____

Email: _____

The undersigned proposes to provide all services necessary to perform all work outlined in this RFP.

The undersigned's proposal for the lump sum price as follows:

Firm Fixed-Price Base Bid: Quimby Mountain Road Site 3

Labor:	\$
Equipment:	\$
Materials:	\$
Base Bid Total:	\$

DELIVERY DATE AND ACCEPTANCE If awarded this contract within thirty (30) days after the time set for the opening of bids, Contractor agrees to provide work and materials as proposed without escalation of prices, and to complete installation as outlined in the aforementioned scope of work.

Respectfully Submitted,

Name: _____ Signature: _____

Title: _____ Company: _____

Attachment A – Scope of Work

The following is the scope of work for Bidders to use in coordination with the attached plans in preparing for and constructing this project. The scope is not intended to be comprehensive for all steps necessary to complete this project – Bidders shall be responsible for identifying all work necessary to complete the project and include all costs in their submitted bid price.

All Sites

1. **Specifications:** All materials and construction shall conform to the State of Vermont Agency of Transportation Standard Specifications for Construction dated 2018 and its latest revisions.
2. **Permitting:** The Town shall secure the necessary permits from VT ANR for all sites. VT ANR River Engineer Scott Jensen has visited all sights and is able to issue the required in-stream permits prior to the start of construction. No other state or federal permits are required for the project.
3. **Road Closure Traffic Control** – The Contractor shall be responsible for installing barriers and protective devices to prevent vehicles from entering the road closure project area. Contractor shall follow MUTCD guidelines for vehicular safety including Road Closure Signage, Reflectors, and Barrels in front of fixed barricades. Contractor will submit their plan for the roadway closure traffic control to the Road Foreman in advance for review and acceptance. The Town shall maintain roadway detour signage beyond the project limits.
4. **Clearing and Grubbing** – The Contractor shall limit clearing and grubbing to the areas only as needed to complete the header and culvert repairs/replacement.
5. **Excavation and Backfill** – Excavated material may be stockpiled in piles for re-use. Contractor shall take care to keep Earth Borrow material separate from suitable Road Base material. Contractor shall notify Road Foreman prior to the placement of Road Base material for confirmation that it is suitable for re-use within the roadway and around the header. Earth Borrow may be placed beyond the guardrail limits. Contractor shall be responsible for hauling and disposing of unsuitable soils.
6. **Finish** – Contractor will match the height of the existing road and finish disturbed areas with topsoil, seed, fertilizer, and mulch where necessary to ensure regrowth and stabilization of slopes.
7. **Funding:** These projects are all eligible for FEMA Public Assistance grant funding.
8. **Schedule:** Any in stream work initiated in 2023 shall be completed on or before October 1st, 2023 as required by VT ANR permitting. If, and only if, a permit extension is granted by the State, in-stream work may continue beyond the October 1st deadline.

Any site work initiated in 2023 must be completed prior to the end of the 2023 construction season.

Work that has not been initiated in 2023 may proceed at the beginning of the 2024 construction season.

9. **Contract Requirements:** The Contactor is made aware that they shall be required to comply with FEMA Contract Provisions.

Broad Brook Road FEMA Site 1

The Broad Brook Road Culvert #11 is a round 18” plastic corrugated pipe culvert that spans 33’ long. This culvert channels water from the town-maintained ditch on the inlet side under Broad Brook Road and into the Broad Brook. Estimated dimensions of the bank slide are 80’ x 2’ x 2’.

Sharon_4720DR_01 Invitation to Bid

In 2017 and 2018, the Town contracted with Holden Engineering to create construction site plan for a bank stabilization at this location, paid for with Better Roads grant funding. This plan, among other things, included the installation of a reinforced concrete straight headwall as well as galvanized 8ft guardrails. These plans are on file with the Town and are available for review by request.

During the July 10th, 2023 flooding, the inlet side of the culvert was overwhelmed and water overtopped road, subsequently removing much of the material that was holding the header in place. Additionally, the speed and volume of water in the Broad Brook created a bank slide. This means material was destabilized both above and below the header on the outlet side of the culvert.

The section of road is blocked to vehicular traffic and will remain so until the replacement work is complete. In addition to the items listed above, this site requires the following additional scope of work:

1. **Concrete Headwall** – Contractor will need to reset existing headwall.
2. **Bank Stabilization** – Contractor will stabilize the bank method outlined in the VTrans Specifications provided for Stone Fill Slope Protection with or without Stone Toe Wall as appropriate to conditions.
3. **Guardrail** – Guardrail work includes removal, salvaging and re-installing of existing guardrail. It is assumed that the existing rail and posts are in good condition and can be removed, salvaged, and re-installed. Contractor is responsible for replacing damaged rail components (including bolts, blocking, posts, and rail) to complete the finished installation.
4. **Bid Alternate: Culvert Pipe Replacement** – The Contractor shall be responsible for inspecting the existing culvert, notifying the Road Foreman of the condition. With the Foreman's approval, the contractor shall be responsible for removing, hauling and disposing of the existing pipe if damage is noted. The culvert pipe is to be replaced with an equivalent-sized pipe matching the existing pre-damaged hydraulic capacity of the crossing and matching material due to the Green Stormwater Infrastructure requirements of the original grant funding.



Broad Brook Road FEMA Site 2

In addition to the items listed above, this site requires the following additional scope of work:

1. **Bank Stabilization** – Contractor will stabilize the bank method outlined in the VTrans Specifications provided for Stone Fill Slope Protection with Stone Toe Wall.



Quimby Mountain Road FEMA Site 3

In addition to the items listed above, this site requires the following additional scope of work:

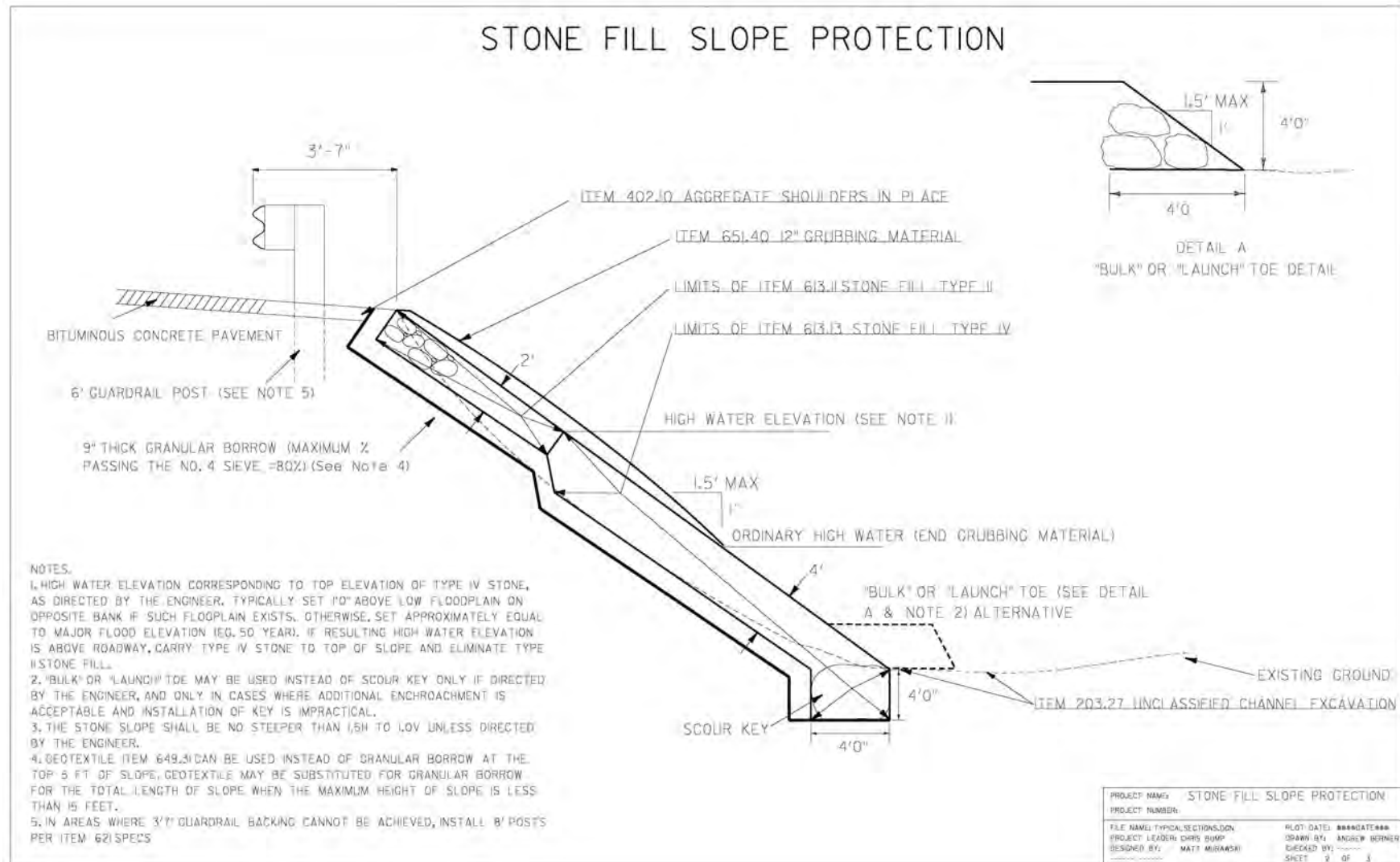
1. **Bank Stabilization** – Contractor will stabilize the bank method outlined in the VTrans Specifications provided for Stone Fill Slope Protection with Stone Toe Wall.



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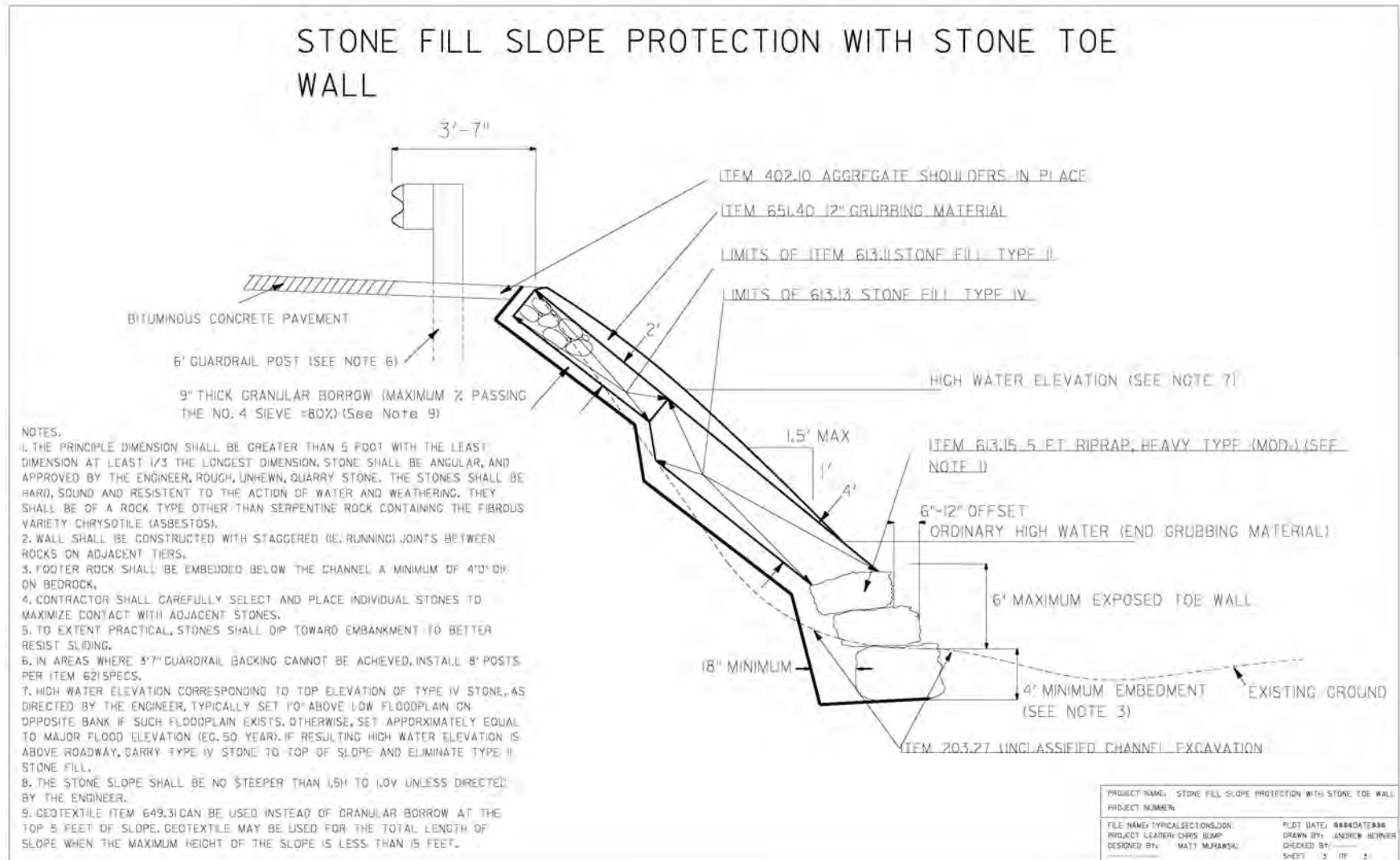
Attachment B – VTrans Specifications

Stone Fill Slope Protection



Attachment C – VTrans Specifications

Stone Fill Slope Protection with Stone Toe Wall



Attachment D – Holden Construction Site Plans 1/11/2018

ISSUED FOR BIDDING
DATE: JANUARY 11, 2018

- SHEET NO.:**
1. GENERAL NOTES
 2. DRAINAGE AND DRAINAGE PLAN
 3. DRAINAGE PROFILE AND DETAILS
 4. CONSTRUCTION DETAILS
 5. CONSTRUCTION DETAILS & EROSION CONTROL DETAILS

CONSTRUCTION SITE PLANS FOR
BROAD BROOK ROAD
STABILIZATION PROJECT

TOWN OF SHARON
COUNTY OF WINDSOR
STATE OF VERMONT

PROJECT CONTACTS:

TOWN OF SHARON
DEPARTMENT OF PUBLIC WORKS
114 WICKHAM ROAD FOREMAN
48 WINDSOR AVENUE 32
SHARON, VT 05078
C: 802-743-7194
EMAIL: ROADCON@TOWNOFSHARON.VT.GOV

PROFESSIONAL CONTACTS:

CHAL. ENGINEER
HOLDEN ENGINEERING &
SURVEYING, INC.
PO BOX 482
BEDFORD, NH 03302
(603) 472-2078

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION
SCOTT SHERRIN, WATER ENGINEER
430 ASA BLOOMER STATE OFFICE BUILDING
RUTLAND, VT 05701-5800
C: 802-480-6962
EMAIL: SCOTT.SHERRIN@VT.GOV

GREEN MOUNTAIN POWER
ROTATION SERVICE CENTER
CIDER HAVEN
1722 VT ROUTE 107
BETHEL, VT 05532
T: 802-284-5129
FAX: 802-284-5129

BUILDINGS:

1. THE PURPOSE OF THIS PLAN SET IS TO SHOW THE FOLLOWING IMPROVEMENTS AND CORRECTIVE ACTION OF DAMAGES CAUSED TO BROAD BROOK ROAD BY EROSION:
 - A. RECONSTRUCTION OF THE EXISTING DRAINAGE SWALE ON THE NORTHERLY SIDE OF BROAD BROOK ROAD;
 - B. RELAYING AND LOWERING OF THE EXISTING 18" CULVERT UNDER BROAD BROOK ROAD;
 - C. CONSTRUCTION OF PARTIALLY GROUTED STONE/GRAP FILL IN THE EXISTING JOCH ON THE SOUTHERLY SIDE OF BROAD BROOK ROAD;
 - D. RESETTLE OF EXISTING GUARDRAIL WITH NEW 8' LONG STEEL POSTS AND SYNTHETIC OFFSET BLOCKS ON THE SOUTHERLY SIDE OF BROAD BROOK ROAD;
 - E. IT IS ASSUMED THIS BEDROCK WILL BE EXCAVATED FOR EXCAVATION OF THE SWALE ON THE NORTHERLY SIDE OF BROAD BROOK ROAD AND HALF OF THE CULVERT TO BE RELAYED UNDER BROAD BROOK ROAD.

GENERAL:

1. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE VERMONT AGENCY OF TRANSPORTATION (VACT) STANDARD SPECIFICATIONS FOR CONSTRUCTION BOOK, INCLUDING ALL REVISIONS AND ADDENDA.
2. CONTRACTOR SHALL NOTIFY "305-SAVE" (1-888-344-7233) A MINIMUM OF 72 HOURS PRIOR TO ANY WORK.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SECURITY.
4. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL LABOR AND SAFETY REQUIREMENTS (E.G. OSHA, MSHA, WESA, N1 SOL, ETC.).
5. AREAS DISTURBED DURING CONSTRUCTION AND NOT RESTORED WITH IMPERVIOUS SURFACES (I.E. BUILDINGS, PAVEMENTS, STONE, ETC.) SHALL RECEIVE A MINIMUM OF 100% (60 INCHES OF LEAK AND SEED).
6. UPON AWARE OF THE CONTRACT THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN NECESSARY PERMITS, PAY FEES, AND POST BONDS ASSOCIATED WITH THE WORK INDICATED ON THE DRAWINGS, SPECIFICATIONS, AND CONTRACT DOCUMENTS.
7. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY EXISTING PRESENT ELEVATION AT INTERFACES WITH PROPOSED PAVEMENTS AND EXISTING GROUND ELEVATIONS ADJACENT TO PROPOSED DRAINAGE OUTLETS TO ASSURE PROPER TRANSITIONS BETWEEN EXISTING AND PROPOSED FACILITIES.
8. TRAFFIC SIGNALS AND PREVENTIVE WARNING SIGNS, CONFORM TO THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) INCLUDING ALL REVISIONS AND ADDENDA.
9. AREAS DISTURBED BY THE CONTRACTOR OUTSIDE OF THE LIMITS OF WORK SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO ADDITIONAL EXPENSE TO THE OWNER. "ORIGINAL CONDITION" SHALL BE DETERMINED BY THE AUTHORIZED REPRESENTATIVE OF THE OWNER.
10. IN THE EVENT THAT SUSPECTED CONTAMINATED SOIL, GROUNDWATER, OR OTHER MEDIA ARE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES BASED ON VISUAL, OLFACTORY, OR OTHER EVIDENCE, THE CONTRACTOR SHALL STOP ALL OPERATIONS IN THE VICINITY OF THE SUSPECTED CONTAMINATION AND CONTACT THE OWNER IMMEDIATELY.
11. CONTRACTOR SHALL PREVENT DUST, SEDIMENT, AND DEBRIS FROM EXTING THE SITE AND SHALL BE RESPONSIBLE FOR CLEANUP, REPAIRS, AND CORRECTIVE ACTION.
12. DAMAGE RESULTING FROM CONSTRUCTION LOADS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
13. CONTRACTOR SHALL CONTROL STORMWATER RUNOFF DURING CONSTRUCTION TO PREVENT ADVERSE EFFECTS TO OFF SITE AREAS, AND SHALL BE RESPONSIBLE FOR RETURNING ANY DAMAGE AT NO ADDITIONAL EXPENSE TO THE OWNER.
14. IN THE EVENT OF CONFLICTING STANDARDS, SPECIFICATIONS, REGULATIONS, ETC. THE HIGHER REQUIREMENT SHALL PREVAIL.
15. CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE OWNER PRIOR TO PERFORMING ANY ADDITIONAL SERVICES OR WORK, NOT SHOWN ON THE PROJECT DRAWINGS OR CONTAINED IN THE PROJECT DOCUMENTS. FAILURE TO OBTAIN AUTHORIZATION PRIOR TO PERFORMING WORK, MAY REQUIRE THE OWNER FROM ADDITIONAL EXPENSES AND COSTS INCURRED BY CONTRACTOR.

LANDSCAPE MATERIALS:

1. DIMENSIONS ARE FROM FACE OF CURB, FACE OF BUILDING, FACE OF WALLS, CENTER OF PIPE, AND CENTER OF PAVEMENT MARKINGS, UNLESS OTHERWISE INDICATED, AND AS FOLLOWS:
 - a. SIDEWALK WIDTHS ARE MEASURED FROM THE BACK FACE OF CURB TO THE OUTSIDE EDGE OF SIDEWALK;
 - b. PIPE SEPARATION IS MEASURED FROM THE OUTSIDE DIAMETERS OF PIPES.
2. EXISTING PROPERTY VULNERABILITY DURING CONSTRUCTION SHALL BE SET BY OR RESET BY A LICENSED LAND SURVEYOR (L.S.).
3. IN ORDER TO PROMOTE VISUAL CLARITY ON THE PLANS, NOT ALL DEFECTED ITEMS ARE SHOWN ON EVERY PLAN SHEET. THE CONTRACTOR SHALL USE EXTREME CARE AND NOT RELY ON INDIVIDUAL SHEETS DURING CONSTRUCTION.
4. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
5. SYMBOLS AND LEGENDS OF PROJECT FEATURES ARE GRAPHIC REPRESENTATIONS AND ARE NOT NECESSARILY SCALED TO THEIR ACTUAL DIMENSIONS OR LOCATIONS ON THE DRAWINGS. THE CONTRACTOR SHALL REFER TO THE TOWN SHEET DIMENSIONS, MANUFACTURERS LITERATURE, SHOP DRAWINGS, AND FIELD MEASUREMENTS OF SUPPLIED PRODUCTS FOR JUDICIAL OF THE PROJECT FEATURES.
6. CONTRACTOR SHALL NOT RELY SOLELY ON ELECTRONIC VERSIONS OF PLANS, SPECIFICATIONS, AND DATA FILES THAT ARE OBTAINED FROM DESIGNERS, BUT SHALL VERIFY LOCATION OF PROJECT FEATURES IN ACCORDANCE WITH PAPER COPIES OF THE DRAWINGS AND SPECIFICATIONS THAT ARE SUPPLIED AS PART OF THE CONTRACT DOCUMENTS.

UTILITIES:

1. LOCATIONS, SIZES AND TYPES OF EXISTING UTILITIES ARE SHOWN AS AN APPROXIMATE REPRESENTATION ONLY. THE OWNER OR ITS REPRESENTATIVES HAVE NOT NECESSARILY INDEPENDENTLY VERIFIED THIS INFORMATION AS SHOWN ON THE DRAWINGS, AND AS FOLLOWS:
 - a. UTILITY INFORMATION SHOWN DOES NOT GUARANTEE THE ACTUAL EXISTENCE, SERVICEABILITY, OR OTHER DATA CONCERNING THE SERVICEABILITY OF UTILITIES;
 - b. DOES NOT GUARANTEE THE POSSIBILITY THAT ADDITIONAL UTILITIES MAY BE PRESENT, WHICH MAY NOT BE SHOWN ON THE DRAWINGS;
 - c. PRIOR TO GRADING MATERIALS CONTRACTOR SHALL:
 - i. SHALL VERIFY AND DETERMINE EXACT LOCATIONS, SIZES, ELEVATIONS, AND MATERIAL TYPES OF EXISTING UTILITIES AT POINTS OF CONNECTIONS;
 - ii. SHALL CONFIRM THAT THERE ARE NOT INTERFERENCES WITH EXISTING UTILITIES AND PROPOSED ROUTES.
2. WHERE EXISTING UTILITIES ARE FOUND TO CONFLICT WITH PROPOSED WORK, OR EXISTING CONDITIONS DIFFER FROM THOSE SHOWN ON THE DRAWINGS, SUCH THAT WORK CANNOT BE COMPLETED AS INTENDED ON THE DRAWINGS, THE CONTRACTOR SHALL:
 - a. CONTACT THE OWNER AND IDENTIFIED REPRESENTATIVES, WITHOUT DELAY BY THE CONTRACTOR, AND FURNISH THE FOLLOWING INFORMATION AS FOLLOWS:
 - i. IN WRITING;
 - ii. ACCURATE LOCATION, ELEVATION, SIZE, TYPE, AND MATERIAL OF THE UTILITY;
 - iii. FAILURE OF THE CONTRACTOR TO NOTIFY THE OWNER, MAY INDEMNIFY THE OWNER OF ANY ADDITIONAL COSTS, DAMAGE, DELAYS, OR LIES INCURRED BY THE CONTRACTOR AND AS FOLLOWS:
 - i. IN A TIMELY FASHION OR PER THE CONTRACT DOCUMENTS FOR RESOLUTION OF A CONFLICT;
 - ii. PERFORMING ADDITIONAL WORK OR DIFFERENTIATION FROM THE CONTRACT DOCUMENTS, WITHOUT OBTAINING AUTHORIZATION FROM THE OWNER.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ARRANGING WITH AND PAYING FEES ASSOCIATED FOR RELOCATING AND/OR ALTERATION OF UTILITY POLES AND ABOVE AND/OR UNDERGROUND UTILITIES (E.G. GAS, TELEPHONE, ELECTRIC CABLE, FIRE/SECURITY ALARM, ETC.), RESPECTIVE OF WHETHER THE WORK IS PERFORMED BY THE PRIVATE UTILITY.

CONSTRUCTION SEQUENCING:

1. SURVEY AND MARK LIMITS OF WORK.
2. PRIOR TO THE START OF WORK:
 - a. INSTALL/CONSTRUCT EROSION CONTROL MEASURES (IE SLOTTED FENCE, CHECK DAMS, HAILEY/OUTLET PROTECTION, ETC.) AS INDICATED BY THE APPROVED EPSC, AND AS DEEMED NECESSARY BY THE OWNER. BORNE EROSION CONTROL MEASURES SHALL BE MAINTAINED AND THROUGHOUT THE DURATION OF WORK, AND AS REQUIRED BY VT-DEC AND THE EPSC;
 - b. INSTALL TRAFFIC/PEDESTRIAN CONTROL SIGNS, BARRIERS, AND APPURTENANCES AS NECESSARY;
 - c. CONTACT DEC-SAFE (1-888-635SAFE), A MINIMUM OF 72 HOURS, PRIOR TO ANY EARTH MOVING OR EXCAVATION OPERATIONS;
3. INSTALL TEMPORARY UTILITY SERVICES AS REQUIRED;
4. INSTALL PROPOSED UTILITIES AS REQUIRED;
5. REMOVE FEATURES AS NECESSARY AND WHEN APPROPRIATE;
6. PREPARE ROADWAY AND SIDEWALK BASES;
7. RE-ESTABLISH GRAVEL ROAD SURFACES;
8. PERFORM ALL REMAINING WORK;
9. FINISH GRADE AND RESTORE AREAS OUTSIDE OF THE LIMITS OF WORK DISTURBED BY WORK, INCLUDING BUT NOT LIMITED TO, LAWNS, LANDSCAPE AREAS, WALLS, AND OTHER PLANTS/PLANT FEATURES, DAMAGED BY WORK;
10. REMOVE TEMPORARY EROSION CONTROL MEASURES, AFTER AREAS THEY ARE SERVING HAVE BECOME STABILIZED;
11. CLEAN ALL STORM SEWER BODIES, STRUCTURES, PIPES, AND APPURTENANCES OF ANY SILT AND DEBRIS. OUTLET POINTS SHALL BE PROTECTED TO PREVENT AND AVOIDANCE DOWNSTREAM IMPACTS.
12. CONDUCT FINAL CLEANUP, ANY INCIDENTAL WORK, AND DEMOBILIZATION EFFORTS AS REQUIRED.

EROSION AND SEDIMENTATION CONTROL NOTES:

1. REFER TO THE APPROVED SITE PLANS FOR ADDITIONAL NOTES, CONDITIONS OF APPROVAL, AND OTHER SITE RELATED INFORMATION.
2. THE EROSION CONTROL MEASURES SHOWN HEREON ARE DIAGNOSTIC. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE THE APPROPRIATE EROSION CONTROL MEASURES IN THE BEST SUITED LOCATIONS.
3. PRIOR TO STARTING ANY OTHER WORK ON THE SITE, THE CONTRACTOR SHALL NOTIFY APPROPRIATE AGENCIES AND SHALL INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL INSPECT AND MAINTAIN EROSION CONTROLS, AND REMOVE SEDIMENT THEREFROM ON A WEEKLY BASIS AND WITHIN TWENTY FOUR HOURS AFTER EACH STORM EVENT (2.5" OF GREATER) AND DEPOSE OF SEDIMENTS IN AN UPLAND AREA SUCH THAT THEY DO NOT ENCUMBER OTHER DRAINAGE WAYS AND PROTECTED AREAS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL CONSTRUCTION SUCH THAT SEDIMENTATION SHALL NOT ADVERSELY AFFECT PROTECTED AREAS UNLESS SUCH SEDIMENTATION IS CAUSED BY WATER, WIND, OR DIRECT DEPOSITION.
6. THE CONTRACTOR SHALL PERFORM CONSTRUCTION SEQUENCING SUCH THAT EARTH MATERIALS ARE EXPOSED FOR A MINIMUM OF THE BEFORE THEY ARE COVERED, SECEDED, OR OTHERWISE STABILIZED TO PREVENT EROSION.
7. UPON COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF EROSION CONTROL MEASURES AND CLEAN DEBRIS AND SEDIMENT FROM THE DRAINAGE SYSTEM.
8. AREAS REMAINING UNSTABILIZED FOR A PERIOD OF MORE THAN 30 DAYS SHALL BE TEMPORARILY STABILIZED AND MULCHED. MULCH SHALL BE APPLIED AT A MINIMUM RATE OF 1-1/2 TONS/ACRE.
9. PERMANENT SEEDING SHALL OCCUR BETWEEN APRIL 1 AND JUNE 1 AND/OR BETWEEN AUGUST 15 AND OCTOBER 15. ALL SEEDING SHALL BE MAY MULCHED.
10. SLOPE SHALL BE CONTROLLED THROUGHOUT THE USE OF WATER OR OTHER INDUSTRY APPROVED STABILIZATION METHODS.
11. SOILS TO BE STOCKPILED FOR A PERIOD OF MORE THAN 14 DAYS SHALL BE TEMPORARILY STOCKPILED AND MULCHED. THE CONTRACTOR SHALL INSTALL SLOTTED FENCE AND OR SET SOIL ALONG THE PERIMETER, REST OF THE STOCKPILE.
12. THE CONTRACTOR SHALL PROVIDE NECESSARY EROSION CONTROLS TO INSURE THAT SURFACE WATER RUNOFF FROM UNSTABILIZED AREAS DOES NOT CARRY SILT, SEDIMENT, AND OTHER DEBRIS OUTSIDE THE SITE WORK AREA.
13. AN AREA SHALL BE CONSIDERED STABILIZED IF ONE OF THE FOLLOWING HAS OCCURRED:
 - A. BASE COURSE GRAVELS HAVE BEEN INSTALLED IN AREAS TO BE PAVED;
 - B. AND COMPACTED TO A MINIMUM OF 90% OF THE DRY UNIT WEIGHT;
 - C. A MINIMUM OF 85% VEGETATIVE GROWTH HAS BEEN ESTABLISHED;
 - D. A MINIMUM OF 3-IN. OF NON EROSION MATERIAL, SUCH AS STONE OR GRAP, HAS BEEN INSTALLED;
 - E. EROSION CONTROL MEASURES HAVE BEEN PROPERLY INSTALLED;
 - F. THE AREA HAS BEEN PAVED WITH BITUMINOUS ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE, OR SIMILAR COVER.
14. ALL DITCHES, SWALES, STORMWATER BASINS, OR OTHER DRAINAGE FEATURES SHALL BE FULLY STABILIZED PRIOR TO DIRECTING STORMWATER TO THEM.
15. ALL CUT AND FILL SLOPES SHALL BE LOADED AND SEEDED WITH 72 HOURS OF ACHIEVING FINISHED GRADE.
16. EROSION CONTROL BLANKETS SHALL BE INSTALLED ON ALL SLOPES THAT ARE STEEPER THAN 3:1 HORIZONTAL TO 1:1 VERTICAL (3:1). EROSION CONTROL BLANKETS SHALL BE NORTH AMERICAN GREEN SECTION OR APPROVED EQUIVALENT.

HOLDEN ENGINEERING

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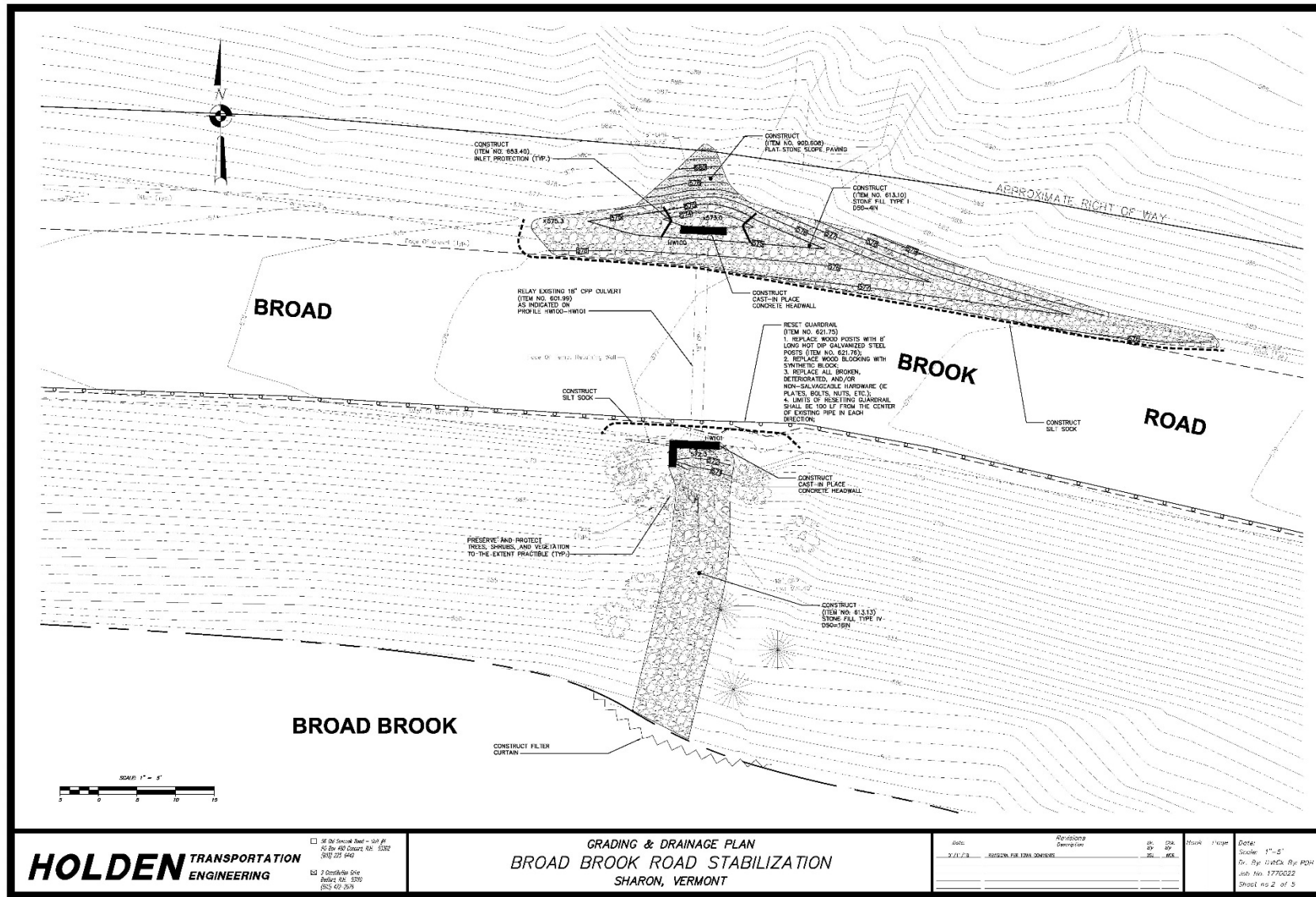
GENERAL NOTES
BROAD BROOK ROAD STABILIZATION
SHARON, VERMONT

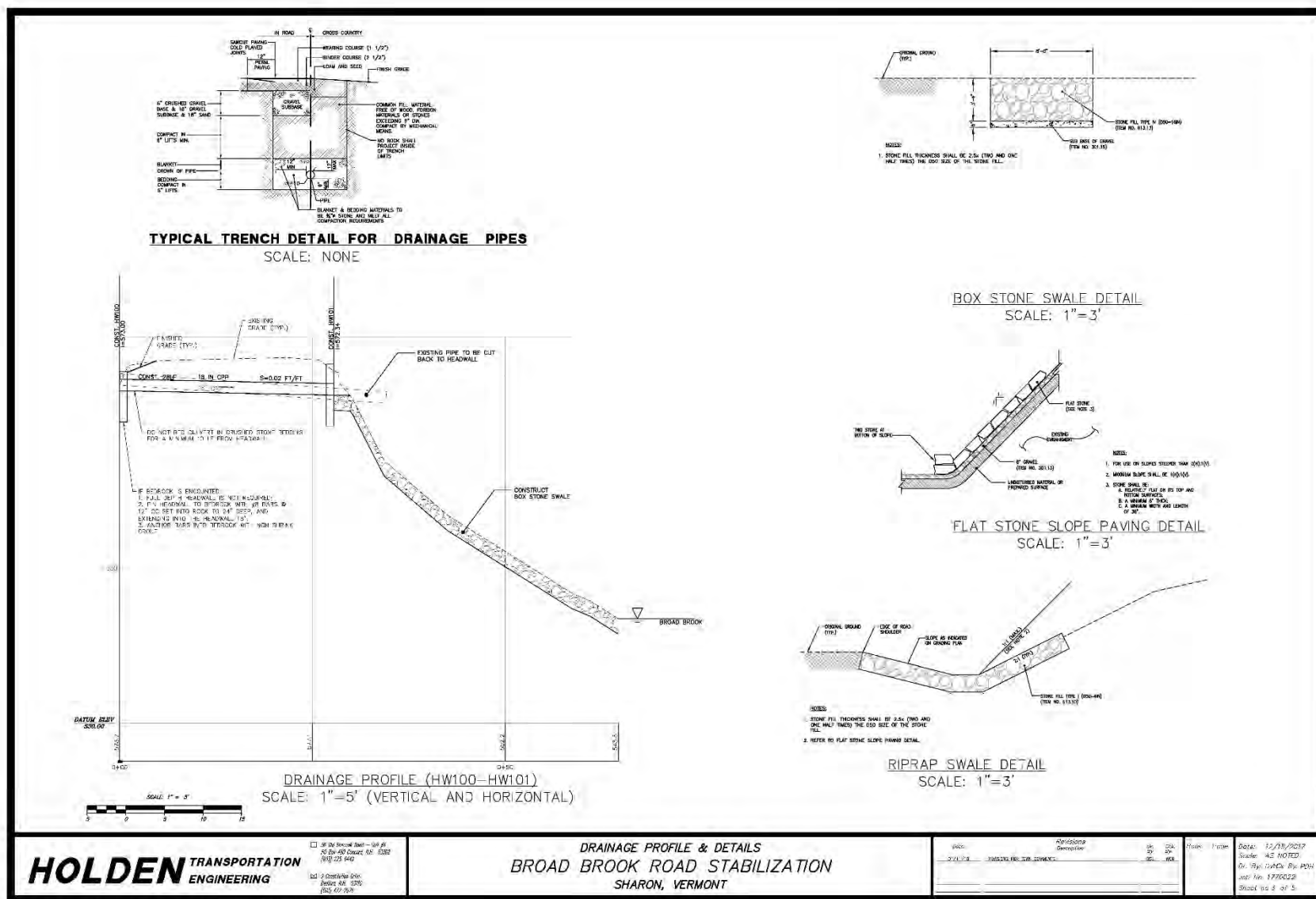
PLANS PREPARED BY:
HOLDEN ENGINEERING & SURVEYING, INC.
BEDFORD, NH

WILLIAM C. ROSSIGNO, DATE

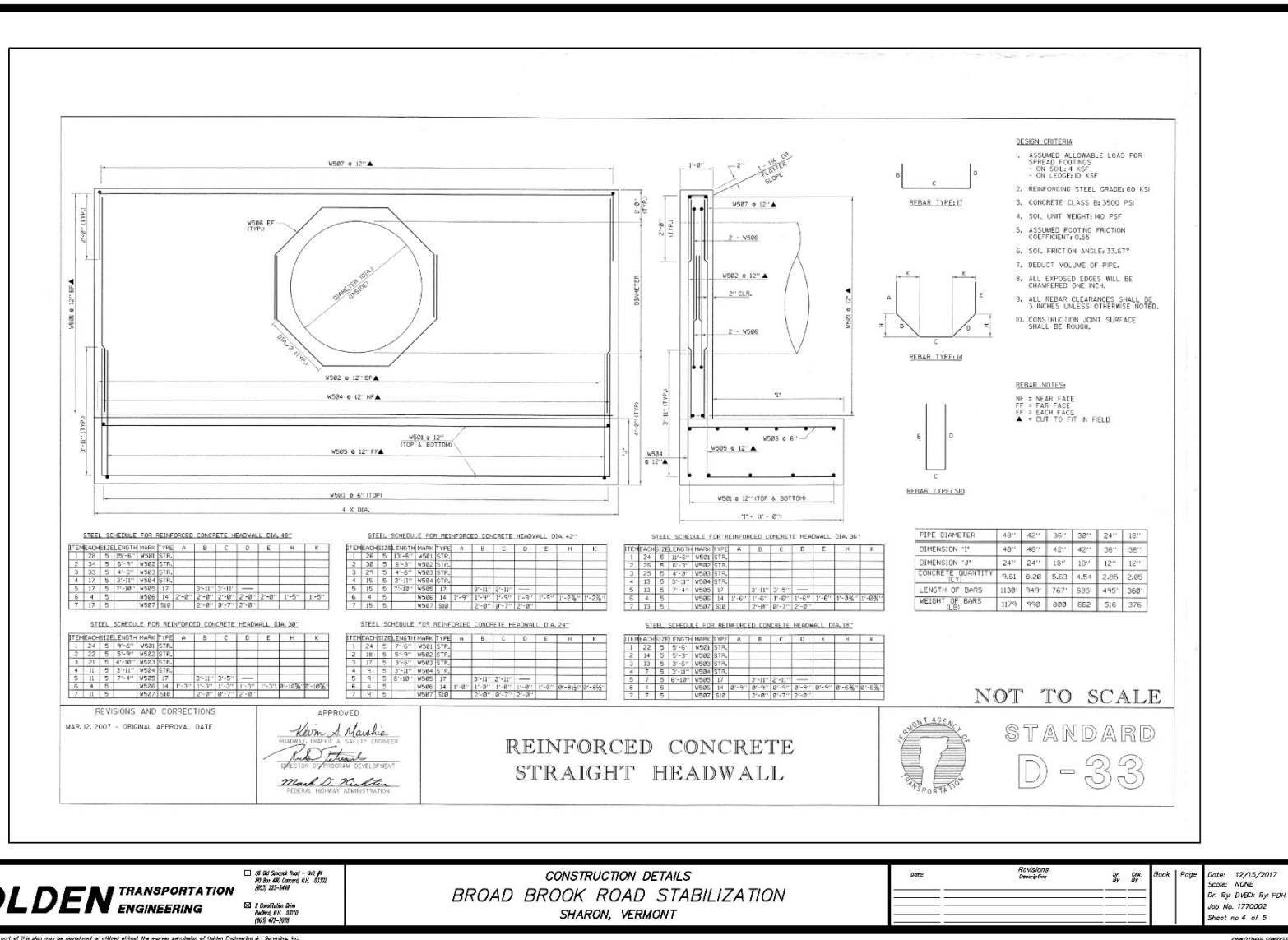
Date:	Revision:	By:	Scale:	Project:	Type:	Date:
01/11/18	EROSION CONTROL MEASURES	W.C. ROSSIGNO	AS SHOWN	BROAD BROOK ROAD STABILIZATION	SHARON, VT	12/11/2017
						Scale: NADP
						Dr. By: C.ROSSIGNO
						Job No: 1702022
						Sheet no 1 of 5

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Invitation to Bid

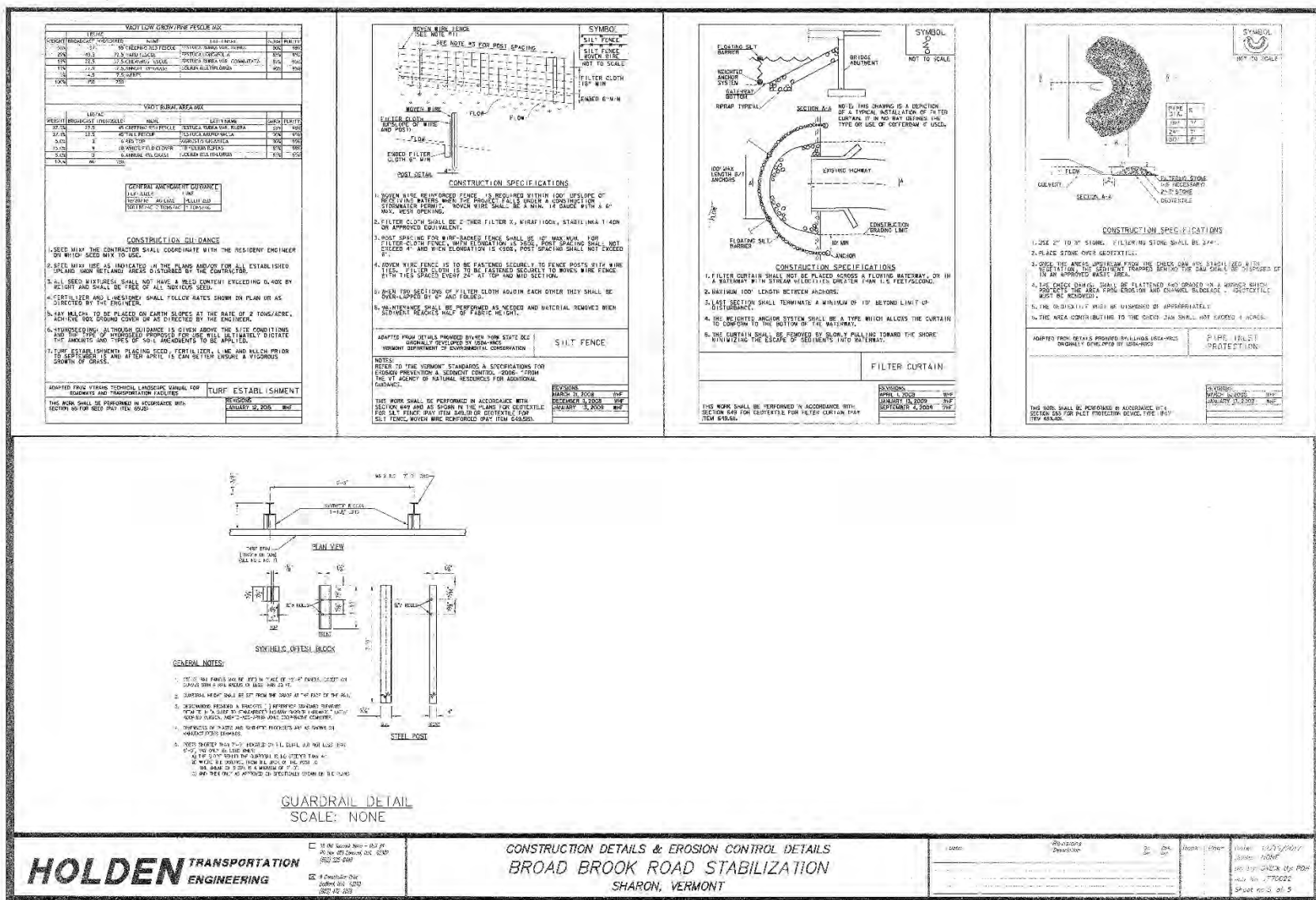




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Invitation to Bid



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Attachment E – FEMA Contract Provisions Quick Guide

Contract Provisions Guide

Contract Provisions Quick Reference Guide

Tables A and B are designed to help FEMA grant recipients and subrecipients conduct a quick reference of the applicability of a specific contract provision and whether sample contract language is included within this Guide to incorporate within the NFE's contract.

The Tables are divided between the required contract provisions set forth under 2 C.F.R. Part 200 Appendix II and those that FEMA *recommends* in addition to those required by 2 C.F.R. Part 200.

Table A: Required Contract Provisions (*continued next page*)

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
1	Legal/contractual/administrative remedies for breach of contract	Greater than Simplified Acquisition Threshold (SAT)- \$250,000	No. It is based on NFE's procedures.
2	Termination for cause and convenience	Greater than \$10,000	No. It is based on NFE's procedures.
3	Equal Employment Opportunity	Construction work	Yes. Exact language from 41 C.F.R. § 60-1.4(b) included.
4	Davis-Bacon Act	Construction work	Yes, via reference to required language at 29 C.F.R. § 5.5(a).
5	Copeland "Anti-Kickback" Act	Construction work greater than \$2,000	Yes.
6	Contract Work Hours and Safety Standards Act	Greater than \$100,000 + mechanics or laborers	Yes. Exact language required from 29 C.F.R. § 5.5(b).
7	Rights to inventions made under a contract or agreement	Funding agreement	Yes.
8	Clean Air Act and federal Water Pollution Control Act	Greater than \$150,000	Yes.
9	Debarment and Suspension	Greater than \$25,000	Yes.
10	Byrd Anti-Lobbying Amendment	Greater than \$100,000; and Certification required for all contracts greater than \$100,000	Yes. Clause and certification.

Contract Provisions Guide

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
11	Procurement of Recovered Materials	NFE is a state or political subdivision of a state. Work involves the use of materials and the contract is for more than \$10,000.	Yes.
12	Prohibition on Contracting for Covered Telecommunications Equipment or Services	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.
13	Domestic Preferences for Procurements	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.

Table B: Recommended Contract Provisions

	Provision	Applicability	Sample Contract Language Included
1	Access to Records	All	Yes.
2	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3	DHS Seal, Logo, and Flags	All	Yes.
4	Compliance with federal Law, Regulations and Executive Orders	All	Yes.
5	No Obligation by Federal Government	All	Yes.
6	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes.
7	Affirmative Socioeconomic Steps	State entities: all FEMA declarations and awards issued on or after November 12, 2020. Non-state entities: all procurements	Yes.
8	Copyright	All procurements that may involve creation of copyrightable material.	Yes.

Attachment F – Maps

Broad Brook Site 1 – Header / Culvert



START POINT: Broad Brook Site 1

● 43.778017 -72.495035 ±3m

<http://maps.google.com/maps?&z=9&q=43.778017+-72.495035>

END POINT: Broad Brook Site 1

● 43.778002 -72.495239 ±3m

<http://maps.google.com/maps?&z=9&q=43.778002+-72.495239>

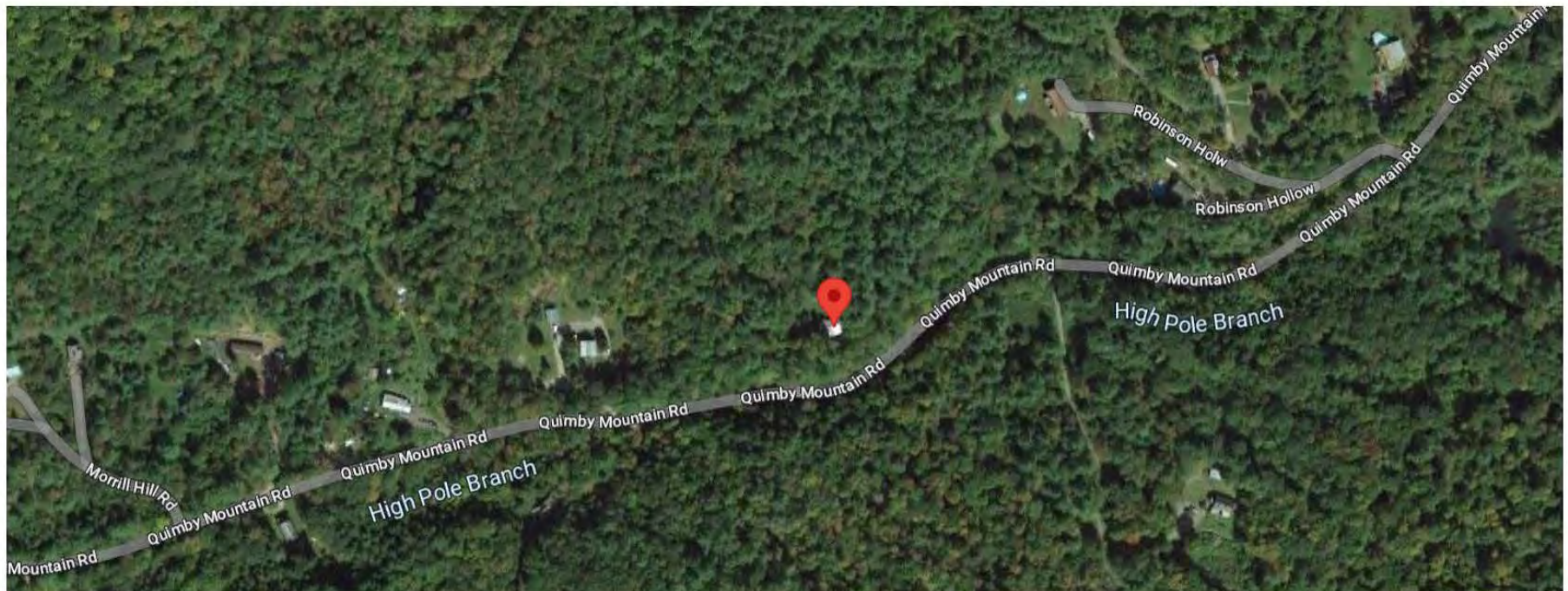
Broad Brook Site 2 – Bank Stabilization Stone Toe Wall



START POINT: Broad Brook Site 2
1248 Broad Brook Rd, Sharon, VT 05068
● 43.777813 -72.499209 ±3m
<http://maps.google.com/maps?&z=9&q=43.777813+-72.499209>

END POINT: Broad Brook Site 2
1248 Broad Brook Rd, Sharon, VT 05068
● 43.777847 -72.499423 ±3m
<http://maps.google.com/maps?&z=9&q=43.777847+-72.499423>

Quimby Mountain Road Site 3 – Bank Stabilization



START POINT: Quimby Mountain Road Site 3
835 Quimby Mountain Rd, Sharon, VT 05068
● 43.774613, -72.434371 ±5m

END POINT: Quimby Mountain Road Site 3
835 Quimby Mountain Rd, Sharon, VT 05068
● 43.774593, -72.434329