



# Town of Sharon

## Invitation to Bid

HIGHWAY CONSTRUCTION  
Municipal Highway Drainage Improvements  
at Baxter Memorial Library

**ISSUANCE DATE** ..... Thursday, June 27, 2024

**PRE-BID MEETING** ..... July 9<sup>th</sup>, 2024 @ 8:00AM

**DEADLINE FOR QUESTIONS** ..... July 11th, 2024

**DEADLINE FOR ADDENDA**..... July 18<sup>th</sup>, 2024

**DEADLINE FOR SUBMITTAL**..... July 25th, 2024 @ 1:00PM

**Contact:**

Nicola Shipman, Selectboard Assistant

[selectboard@sharonvt.net](mailto:selectboard@sharonvt.net)

(802) 763-8268 ext. 4

**Prepared by the Town of Sharon**

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#### **Eligibility**

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

#### **Project Background**

The Town of Sharon has been working in coordination with the Sharon Elementary School District Board to create a stormwater management system to reduce ponding and ice hazards on the Sharon Elementary school playground, as well as on the Baxter Memorial Library access road, which is owned by the Town of Sharon.

The Town is also seeking to reduce potholes on the library access road, improve the ADA-accessibility from the parking area into the Library and minimize water infiltration into the Baxter Memorial Library basement.

#### **Project Description**

The Sharon School District and the Town of Sharon hired Donald L. Hamlin Consulting Engineers Inc. to create a plan for drainage solutions to improve stormwater management and road conditions.

The District and the Town are working in cooperation to construct a portion of the Sharon Elementary School Proposed Drainage Improvements Plan.

This initial phase of the plan will start at the intersection of the Baxter Memorial Library access road and VT Route 14 up to and including the installation of Catch Basin #4 located on Sharon Elementary's school property

In addition to installing the drainage system, the contractor shall prepare the road and library parking area for asphalt paving and install asphalt paving for the Baxter Memorial Library access and parking area. Proposed paving plan shall include any required swales and asphalt curbing as needed to ensure water flow into the drainage system.

This project involves:

- Installing three new catchment basins
- Replacing one existing catchment basin
- Installing drainage piping
- Saw-cutting and removing existing pavement
- Preparing a gravel road surface for pavement application
- Installation of asphalt paving
- Conducting additional site restoration activities

These tasks are part of a broader effort to improve stormwater management and enhance roadway conditions within the designated project area.

#### **Bid Alternates**

There is one bid alternate for this project.

**Bid Alternate: Seven Stars Stub Installation:** The contractor shall include the installation of a 12" SDR-35 PVC stub which would allow for future connectivity from the Seven Stars' property to the

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drainage system at Catch Basin **(CB2)**. The stub must span the full width of the existing road to eliminate disturbance of paved road. Bid Alternate 1 shall include the difference, if any, to provide CB2 with a penetration and watertight boot for the stub.

#### **Type of Construction**

This is a tax-payer funded project requiring expertise in drainage infrastructure installation, meeting the specification of engineered plans as well as municipal road construction that will meet existing standards, including the installation of asphalt paving.

#### **Pre-Bid Meeting**

There will be a pre-bid meeting on Tuesday, July 9<sup>th</sup>, 2024 at 8:00AM. The pre-bid meeting is not mandatory.

All contractors should visually inspect the site prior to submitting a quote. The defined construction area will be flagged.

Meeting Location: Baxter Memorial Library 5114 Route 14, Sharon, VT; rear entrance.

#### **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 INVITATION TO BID.
3. **Right to Retain:** Proposals submitted become the property of the Town of Sharon.

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#### Pricing

1. Responsive bids and bid alternatives will clearly state a firm-fixed price as outlined in ATTACHMENT A for the Base Bid and a firm-fixed price for the Bid Alternates.
2. The Town may make incremental or partial payments. All work must be satisfactorily completed and signed off by Town before final payment shall be made.
3. Due to multiple funding sources for this project, the drainage construction and the installation of the new asphalt paving shall be listed separately on the bid form.
4. 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.

#### Availability of Lands

The Town of Sharon is presuming that construction limits for this project will fall within the Town or School District right-of-way. All work on this project must be within the limits of the work depicted on plans/drawings as approved by engineer. Work outside of the limits of work will be at the Contractor's expense, if not previously approved by the Town and/or School District.

#### Qualified Disadvantaged and Women Owned Businesses

Qualified disadvantaged (DBE) and women (WBE) owned businesses are encouraged to submit proposals. Sharon is an Equal Employment Opportunity employer.

#### Submission Instructions

1. Bids may be submitted by mail, in person or electronically
  - a. Email bids must be provided in PDF format and sent to the attention of Nicola Shipman, Selectboard Assistant. The subject line shall include: **SHARON\_BAXTER LIBRARY DRAINAGE\_2024**  
Email: [selectboard@sharonvt.net](mailto:selectboard@sharonvt.net).
  - b. For mailed or hand-delivered bids sealed bid shall be clearly marked in the lower left-hand corner:  
TOWN OF SHARON SELECTBOARD ASSISTANT  
**SHARON\_BAXTER LIBRARY DRAINAGE\_2024**  
CONTRACTOR NAME  
DUE DATE AND TIME  
**Mail to:** Town of Sharon Selectboard, PO Box 250, Sharon, VT 05065  
**Hand 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 including any addenda.
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

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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 of July 25<sup>th</sup>, 2024 at 1:00PM.
5. Bids will be reviewed at a public meeting of the Selectboard soon after the submission deadline.

### **General Provisions**

#### **1. Bid Coordinator Contact Information**

All communication between the bidder and the Town upon release of this bid 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](mailto: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 ITB. 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.

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- 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.

### **Technical Proposal**

In addition to the Bid Form provided, the Contractor's shall submit a proposal which will include:

- Plan for removal and disposal of existing materials
- Three professional references
- A list of at least three similar projects successfully completed by the contractor, ideally in the last 5 years
- Project Timeline including anticipated start and end dates
- Additional photos/narratives/descriptions may be included with the proposal as needed

### **Evaluation and Contract Award**

#### **A. Evaluation Procedure**

1. Proposals will be evaluated in accordance with the requirements stated in this invitation to bid and the Town of Sharon Procurement Policy.
2. The Bid Coordinator may contact the bidder for clarification of any portion of the bidder's proposal.
3. Responsive bids shall include:
  - Proof of insurance
  - Completed W-9
  - Technical proposal with supporting documents
  - Bid Form (all items completed and signed by authorized agent)
  - Addenda, if issued, are included in the submission

#### **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/District

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- 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

Proposals will be evaluated considering the following weighted criteria:

Criteria	Weight	Maximum Points	Total
Clear Understanding of the Scope of Work	3	5	15
Clear Plan for Meeting Design Standards	4	5	20
Qualifications/Experience of Contractor	4	5	20
Past Performance on Similar Projects	4	5	20
Reasonableness of proposed schedule and costs	5	5	25
<b>Total Points</b>	<b>100</b>		

**C. Notification to Bidders**

The Bid 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 and permit issuance.

-continue to Bid Forms-



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**TOWN OF SHARON BID FORM**

Primary Bid 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 the ITB.

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

**Firm Fixed-Price Base Bid: Baxter Memorial Library – 2024 Drainage Project**

Drainage Materials	\$
Drainage Labor	\$
Drainage Equipment	\$
<b>Total Drainage</b>	\$
Paving Materials	\$
Paving Labor	\$
Paving Equipment	\$
<b>Total Paving</b>	\$
<b>TOTAL BASE BID (Drainage + Paving)</b>	\$

-continued on next page -

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**Firm Fixed-Price Bid Alternate: Seven Stars Stub Installation**

Materials	\$
Labor	\$
Equipment	\$
<b>Total Bid Alternate</b>	\$

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,

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

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

Company: \_\_\_\_\_

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

- End of Bid Form -

### **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.

#### **Drainage System Installation**

- Installation of temporary catch basin inlet protection during construction
- Saw cut removal of existing pavement as required for basin installation and replacement.
- Installation of three new precast catchment basins
- Replacement of one existing catchment basin (CB 1).
- Matching grade as specified for optimal drainage

#### **Gravel Road Surface Preparation**

- Grading and leveling of the gravel surface
- Compaction to the specified density
- Application of a prime coat if required

#### **Paving Installation**

- 2" Type II bituminous concrete pavement
- 1" Type IV bituminous concrete pavement upon completion

#### **Site Restoration**

- Restoration of existing gravel with new plant-mixed gravel to an 18" depth, compacted to 95% of the maximum dry density using the Standard Proctor Test according to ASTM D698
- Restoration of disturbed lawn areas with 4" topsoil, seed, and mulch
- Removal and reinstallation of existing fence as needed
- Installation of limit of disturbance fence

#### **Permitting**

The Town of Sharon and the Sharon School District shall be responsible for securing the necessary permits for this project

#### **Quality Control**

The municipality reserves the right to conduct inspections to ensure all work meets specified standards.

#### **Acceptance of Work**

An Acceptance of Work will be signed by Contractor and a representative of the Town of Sharon prior to issuance of payment.

**Attachment B –Town Road and Bridge Standards**

**TOWN ROAD AND BRIDGE STANDARDS**  
 (June 5, 2019)  
 MUNICIPALITY OF SHARON, VERMONT

The Legislative Body of the Municipality of SHARON hereby adopts the following Town Road and Bridge Standards which shall apply to the construction, repair, and maintenance of town roads and bridges.

The standards below are considered minimums. Municipalities that have construction standards / specifications in place that meet or exceed the minimum standards: indicate adoption date and include as Appendix C. **Date of Adoption:** 12 July 2019

Municipalities must comply with all applicable state and federal approvals, permits and duly adopted standards when undertaking road and bridge activities and projects.

Any new road regulated by and/or to be conveyed to the municipality shall be constructed according to the minimum of these standards.

Circle **YES** or **NO** below to indicate town adoption of that section of the Standards

Road and Bridge Standards Sections	Hydrologically-connected road segments*	Non-hydrologically-connected road segments**
Section 1 – Municipal Road Standards	<input checked="" type="checkbox"/> YES (Required by Act 64)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Section 2 – Class 4 Road Standards	<input checked="" type="checkbox"/> YES (Required by Act 64)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>Town wide</b>		
Section 3 - Perennial stream- bridge and culvert standards	<input checked="" type="checkbox"/> YES (Required by DEC Stream Alteration Standard)	
Section 4 – Intermittent stream crossings	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Section 5 - Roadway construction standards	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Section 6 - Guardrail standard	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Section 7 - Driveway access standard	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

**Road segments** – ANR Resources Atlas includes a map layer of all of Vermont’s municipal roads divided into 100-meter (328 foot) segments, each with a unique identification number.

**\*Hydrologically-connected road segments** - are those municipal road segments and catch basin outlets, Class 1-4, as shown on the ANR Natural Resources Hydrologically-connected municipal road segment layer (<http://anrmaps.vermont.gov/websites/anra5/>) or the Road Erosion Inventory Scoring (MRGP Implementation Table portal) layer (<https://anrweb.vt.gov/DEC/IWIS/MRGPReportViewer.aspx?ViewParms=True&Report=Portal>).

**\*\*Adoption of standards on non-hydrologically-connected road segments** does not indicate that these road segments are then subject to the Municipal Roads General Permit (MRGP).

Municipalities may also find additional resources in the latest version of the Vermont Better Roads Manual.  
<https://vtrans.vermont.gov/sites/aot/files/highway/documents/tf/Better%20Roads%20Manual%20Final%202019.pdf>

**Road and Bridge Standards Sections**

**Section 1 – Municipal Road Standards** - See Appendix A

These standards are required by Act 64 and the DEC Municipal Roads General Permit (MRGP) for hydrologically-connected roads only.

Municipalities may adopt Section 1 Road standards by road type for non-hydrologically-connected roads/segments/catch basins.

**Section 2 – Class 4 Road Standards** - See Appendix A

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**Section 3 - Perennial stream - bridge and culvert standards**

Bridge and culvert work on perennial stream crossings must conform with the statewide DEC Stream Alteration Standard.

*“Perennial stream”* means a watercourse or portion, segment, or reach of a watercourse, generally exceeding 0.25 square miles in watershed size, in which surface flows are not frequently or consistently interrupted during normal seasonal low flow periods. Perennial streams that begin flowing subsurface during low flow periods, due to natural geologic conditions, remain defined as perennial. All other streams, or stream segments of significant length, shall be termed intermittent. A perennial stream shall not include the standing waters in wetlands, lakes, and ponds.

Streambank stabilization and other in-stream work must conform with the statewide DEC Stream Alteration Standard.

For River Management Engineer Districts: [https://dec.vermont.gov/sites/dec/files/wsm/rivers/docs/RME\\_districts.pdf](https://dec.vermont.gov/sites/dec/files/wsm/rivers/docs/RME_districts.pdf)

**Section 4 – Intermittent stream crossings** – See Appendix B for sizing table and graphic. These standards are above and beyond the culvert standards in Section 1.

*“Intermittent streams”* are defined as streams with beds of bare earthen material that run during seasonal high flows but are disconnected from the annual mean groundwater level.

**Section 5 - Roadway construction standards – Sub-base and gravel standards**

All new or substantially reconstructed gravel roads shall have \_\_\_ inches\* thick gravel sub-base, with an additional \_\_\_ inches\* top course of crushed gravel.

All new or substantially reconstructed paved roads shall have \_\_\_ inches\* thick gravel sub-base.

\*Municipalities shall indicate their own construction criteria.

**Section 6 - Guardrail standard**

When a roadway, culvert, bridge, or retaining wall construction or reconstruction project results in hazards such as foreslopes, drop offs, or fixed obstacles within the designated clear-zone, the AASHTO Roadside Design Guide will govern the analysis of the hazard and the subsequent treatment of that hazard. For roadway situations, an approved barrier system may be steel beam guardrail with 6-foot posts and approved guardrail end treatment. If there is less than 3 feet from the rail to the hazard, then steel beam guardrail with 8-foot posts shall be used. The G-1D is an example of an approved guardrail end treatment. For bridge rails systems, VTrans bridge rail standards shall be referenced

**Section 7 - Driveway access standard**

The municipality has a process in place, formal or informal, to review all new drive accesses and development roads where they intersect town roads, as authorized under 19 V.S.A. Section 1111. Municipality may reference Vtrans Standard A-76 Standards for Town & Development Roads and B-71 Standards for Residential and Commercial Drives; the Vtrans Access Management Program Guidelines; and the latest version of the Vermont Better Roads Manual for other design standards and specifications.

Passed and adopted by the Legislative Body of the Municipality of Sharon, State of Vermont on 22 July, 2019

Selectboard / City Council / Village Board of Trustees:

Jordan Rana \_\_\_\_\_  
K. J. Cole \_\_\_\_\_  
Maryc Steiner \_\_\_\_\_

## **Appendix A**

### **Section 1: MUNICIPAL ROAD STANDARDS**

The following standards constitute the minimum required Best Management Practices (BMPs) for municipal roads. These standards shall apply to the construction, repair, and maintenance of all town roads and bridges.

It is the municipality's responsibility to maintain all practices after installation. Roads not meeting these standards must implement the BMPs listed below in order to meet the required town's standards.

#### **Feasibility**

Municipalities shall implement these standards to the extent feasible. In determining feasibility, municipalities may consider the following criteria: The implementation of a standard listed in of this documentation does not require the acquisition of additional state of federal permits or noncompliance with such permits, or noncompliance with any other state or federal law. The implementation of a standard does not require the condemnation of private property; impacts to significant environmental and historic resources, including historic stone walls, historic structures, historic landscapes, or vegetation within 250 feet of a lakeshore; impacts to buried utilities; and excessive hydraulic hammering of ledge.

#### **Standards for All Construction and Soil Disturbing Activities**

Following construction and soil disturbance on a road, all bare or unvegetated areas shall be revegetated with seed and mulch, hydroseeded, or stone lined within 5 days of disturbance of soils, or, if precipitation is forecast, sooner.

#### **Standards for Gravel and Paved Roads with Ditches**

##### **Baseline Standards for Gravel and Paved Roads with Ditches**

The following are the standards for all gravel and paved municipal roads with drainage ditches, whether or not erosion is present. These standards also apply to all new construction and significant upgrades of stormwater treatment practices.

- A. Roadway/Travel Lane Standards
  1. Roadway Crown
    - a. Gravel roads shall be crowned, in or out-sloped:  
Minimum: ¼ inch per foot  
Recommended: ¼ inch to ½ inch per foot or 2% - 4%
    - b. Paved/ditched roads shall be crowned during new construction, redevelopment, or repaving where repaving involves removal of the existing paving.  
Minimum: 1/8 inch per foot or 1%  
Recommended: 1% - 2%
  2. Shoulder berms (also called Grader/Plow Berm/Windrows)  
Shoulder berms shall be removed to allow precipitation to shed from the travel lane into the road drainage system. Roadway runoff shall flow in a distributed manner to the drainage ditch or filter area and there shall be no shoulder berms or evidence of a "secondary ditch". Shoulder berms may remain in place if the road crown is in-sloped or out-sloped to the opposite side of the road from berm side of road. The shoulder berm standard only applies to gravel roads with drainage ditches.

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### B. Road Drainage Standards

Roadway runoff shall flow in a distributed manner to grass or a forested area by lowering road shoulders or conversely by elevating the travel lane level above the shoulder. Road shoulders shall be lower than travel lane elevation. If distributed flow is not possible, roadway runoff may enter a drainage ditch, stabilized as follows:

1. For roads with slopes between 0% and 5%: At a minimum, grass-lined ditch, no bare soil. Geotextile and erosion matting may be used instead of seed and mulch. Alternatively, ditches may be stabilized using any of the practices identified for roads with slopes 5% or greater included in subpart B.2 below.

Recommended shape: trapezoidal or parabolic cross section with mild side slopes; 2 foot horizontal per 1 foot vertical or flatter and 2-foot ditch depth.

2. For roads with slopes 5% or greater but less than 8%:
  - a. Stone-lined ditch: minimum 6 to 8-inch minus stone or the equivalent for new practice construction. Recommended 2-foot ditch depth from top of stone-lined bottom,
  - b. Grass-lined ditch with stone check dams<sup>1</sup>, or
  - c. Grass-lined ditch if installed with disconnection practices such as cross culverts and/or turnouts to reduce road stormwater runoff volume. There shall be at least two cross culverts or turnouts per segment disconnecting road stormwater out of the road drainage network into vegetated areas or spaced every 160 feet.
3. For roads with slopes of 8% or greater: Stone-lined ditch.
  - a. For slopes greater than or equal to 8% but less than 10%: minimum 6 to 8-inch minus stone or the equivalent for new construction. Recommended 2-foot ditch depth from top of stone-lined bottom.
  - b. For slopes greater than 10%: minimum 6 to 8-inch minus stone. Recommended 12-inch minus stone or the equivalent. Recommended 2-foot ditch depth from top of stone-lined bottom.
4. If appropriate, bioretention areas, level spreaders, armored shoulders, and sub-surface drainage practices may be substituted for the above road drainage standards.

### C. Drainage Outlets to Waters & Turnouts

Roadway drainage shall be disconnected from waterbodies and defined channels, since the latter can act as a stormwater conveyance, and roadway drainage shall flow in a distributed manner to a grass or forested filter area. Drainage outlets and conveyance areas shall be stabilized as follows:

1. Turn-outs – all drainage ditches shall be turned out to avoid direct outlet to surface waters.
2. There must be adequate outlet protection at the end of the turnout, based upon slope ranges below. Turnout slopes shall be measured on the bank where the practice is located and not based on the road slope.
  - a. For turnouts with slopes of 0% or greater but less than 5%: stabilize with grass at minimum. Alternatively, stabilize using the practices identified in subpart b – c below, when possible.
  - b. For turnouts with slopes 5% or greater: stabilize with stone.
  - c. For slopes greater than 5% but less than 10%: minimum 6-inch to 8-inch minus stone or the equivalent for new construction.
  - d. For slopes greater than 10%: minimum 6 to 8-inch minus stone or equivalent for new construction. Recommend 12-inch minus stone or the equivalent.

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<sup>1</sup> See check dam installation specifications.

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### Drainage and Intermittent Stream Culvert Standards

The following are the required culvert standards for all gravel and paved roads with ditches where rill or gully erosion is present. These standards also apply to new construction and significant upgrades of stormwater treatment practices.

1. Municipal Culverts (Drainage and Intermittent Streams)
  1. Culvert end treatment or headwall required for areas with road slopes 5% or greater if erosion is due to absence of these structures. End treatment or headwall is required for new construction on slopes 5% or greater.
  2. Stabilize outlet such that there will be no scour erosion, if erosion is due to absence or inadequacy of outlet stabilization. Stone aprons or plunge pools required for new construction on road slopes 5% or greater.
  3. Upgrade to 18-inch culvert (minimum), if erosion is due to inadequate size or absence of structure.
  4. A French Drain (also called an Underdrain) or French Mattress (also called a Rock Sandwich) sub-surface drainage practice may be substituted for a cross culvert.
2. Driveway Culverts within the municipal ROW
  1. Culvert end treatment or headwall required for areas with road slopes of 5% or greater, if erosion is due to absence of these structures. End treatment or headwall is required for new construction.
  2. Stabilize outlet such that there will be no scour erosion, if erosion is due to absence or inadequacy of outlet stabilization. Stone aprons or plunge pools required for new construction.
  3. Upgrade to minimum 15-inch culvert, 18-inch recommended, if erosion is due to inadequate size or absence of structure.

### Standards for Paved Roads with Catch Basins

Catch Basin Outlet Stabilization: All catch basin outlets shall be stabilized to eliminate all rill and gully erosion. Catch basin outfall stabilization practices include: stone-lined ditch, stone apron, check dams and culvert header/headwall.

### Stone Check Dam Specification

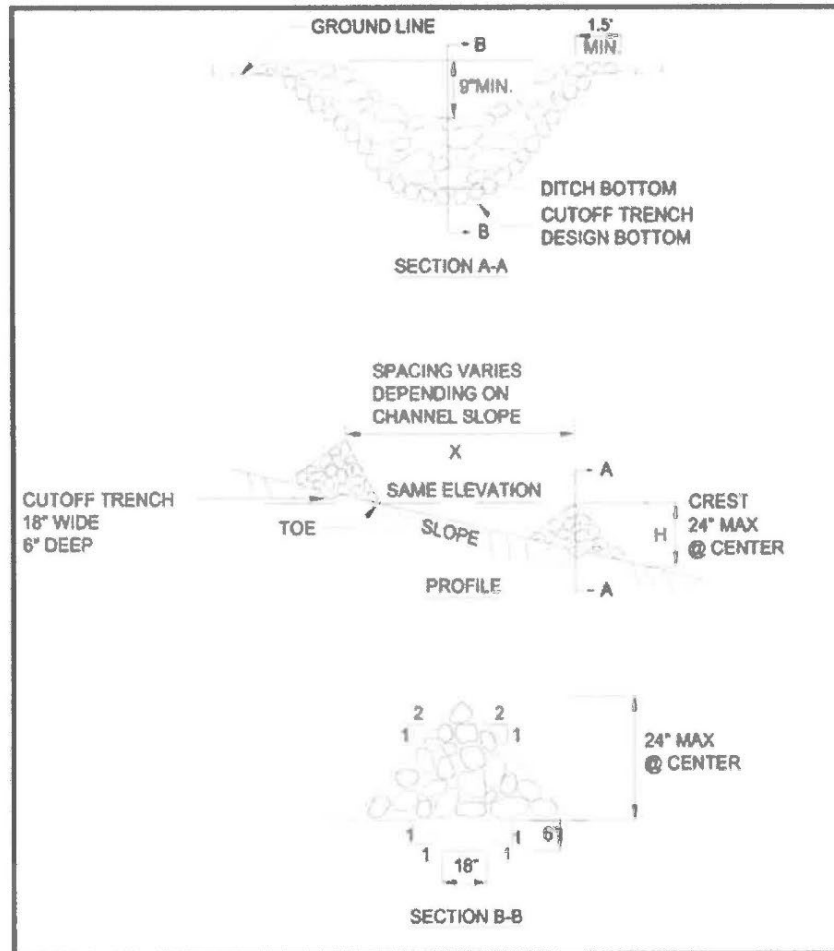
- Height: No greater than 2 feet. Center of dam should be 9 inches lower than the side elevation
- Side slopes: 2:1 or flatter
- Stone size: Use a mixture of 2 to 9-inch stone
- Width: Dams should span the width of the channel and extend up the sides of the banks
- Spacing: Space the dams so that the bottom (toe) of the upstream dam is at the elevation of the top (crest) of the downstream dam. This spacing is equal to the height of the check dam divided by the channel slope.

$$\text{Spacing (in feet)} = \frac{\text{Height of check dam (in feet)}}{\text{Slope in channel (ft/ft)}}$$

- Maintenance: Remove sediment accumulated behind the dam as needed to allow channel to drain through the stone check dam and prevent large flows from carrying sediment over the dam. If significant erosion occurs between check dams, a liner of stone should be installed.



Check Dam Specification:



**Section 2: STANDARDS FOR CLASS 4 ROADS**

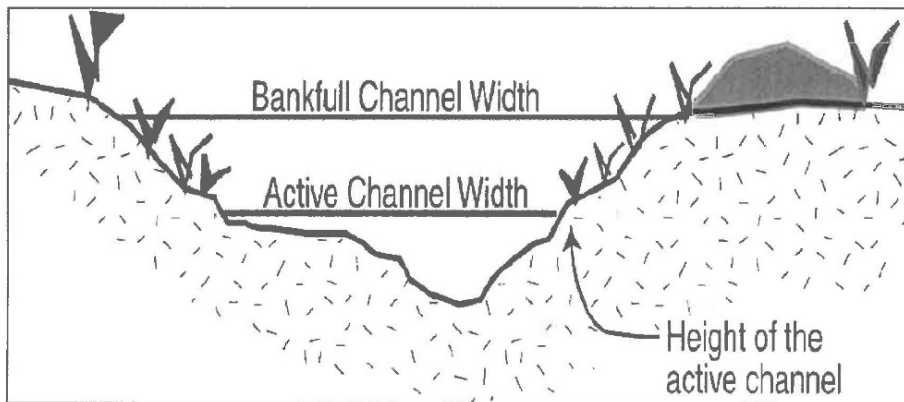
Stabilize any areas of gully erosion with the practices described above or equivalent practices. Disconnection practices such as broad-based dips and water bars may replace cross culverts and turnouts.

**Appendix B**  
**Active Channel Culvert Sizing for Intermittent Stream Crossings**

Choose the drainage area closest to your crossing site drainage area

Drainage Area (Acres)	Minimum Diameter for Culverts on Intermittent Streams (inches)
4	15
8	18
16	24
20	30
40	36
50	42
80	48
120	60
160	66
200	Streams with drainage areas of 160 acres or greater are likely to be perennial. Adhere to the VTDEC Technical Guidance for Identification of Perennial Streams
320	
350	
450	
640	

**Active Channel Width**



**Active Channel Width** means the limits of the streambed scour formed by prevailing stream discharges, measured perpendicular to streamflow. The active channel is narrower than the bankfull width (approximately 75%) and is defined by the break in bank slope and typically extends to the edge of permanent vegetation.

**Culvert sizing for crossings on intermittent streams:** Determine the Active Channel Width by field measurements, *the culvert size should meet or exceed the Active Channel Width*. To obtain the measurements go to the crossing location and obtain several upstream Active Channel Width measurements in riffle (fast moving water) narrower channel locations. The selected channel width should be a representative average of the field measurements. In the absence of field measurements, the drainage areas in the table can be used.

Attachment C – Town Highway Policy

**TOWN OF SHARON  
HIGHWAY POLICY**

I. PURPOSE

The purpose of this highway policy is to establish standards for the maintenance and upgrading of existing town roads, to describe construction standards and procedures for accepting new roads into the Town Highway system, and to promote safe and efficient use of all public roads.

II. TITLE, AUTHORITY, ADOPTION

This highway policy was adopted by the Sharon Board of Selectmen on November 4, 1997 and effective November 4, 1997, pursuant to their authority to adopt such rules and regulations as outlined in Title 24 VSA, Sections 1971-1976 (check citation).

III. DEFINITIONS AND CLASSIFICATIONS OF TOWN HIGHWAYS:

"**Discontinued highway**" means a previously designated class 1, 2, 3, or 4 town highway as to which, through the process of discontinuance, all rights have been re-conveyed to the adjoining landowners.

"**Pent Road**" is any town highway which, by written allowance of the selectmen, is enclosed and occupied by the adjoining landowner with unlocked stiles, gates, and bars in such places as the selectmen designate.

"**Town highways**" are those highways exclusively maintained by the town.

Pursuant to VSA Title 19 Section 302(c), all town highways in Sharon will be **classified** into one or another of the following classes:

**Class 1 Town Highway:** Those town highways which form the extension of a state highway route and which carry a state highway route number. The Agency of Transportation shall determine which highways are to be class 1 highways.

**Class 2 Town Highway:** Those town highways selected as the most important in Sharon, and whose purpose is to secure trunk lines of improved highways from town to town and to places which by their nature have more than a normal amount of traffic. Selectmen, with the approval of the Agency of Transportation, shall determine which highways are to be class 2 highways.

**Class 3 Town Highway:** Class 3 town highways are all traveled highways other than

class 1 or 2 highways. The selectmen, after conference with a representative of the Agency of Transportation shall determine which highways are class 3 town highways. The minimum standards for class 3 town highways require that the town highway be negotiable under normal conditions all seasons of the year by a standard manufactured pleasure car. This would include but not be limited to sufficient surface and base, adequate drainage, and sufficient width capable to provide winter maintenance.

A highway not meeting these standards may be reclassified as a provisional class 3 highway if within 5 years of the determination, it will meet all class 3 town highway standards.

**Class IV Town Highway:** All other highways not falling into the definitions of Class 1, 2 or 3 town highways. The Selectmen shall determine which highways are class 4 town highways.

**Trail:** A trail means a public right-of-way which is not a highway and which:

(A) previously was a designated town highway having the same width as the designated town highway, or a lesser width if so designated; or

(B) a new public right-of-way laid out as a trail by the selectmen for the purpose of providing access to abutting properties or for recreational use. Nothing in this definition shall be deemed to independently authorize the condemnation of land for recreational purposes or to affect the authority of selectmen to reasonably regulate the uses of recreational trails.

The right-of-way may range from the width of a footpath to the full three rods.

**Official Highway Map:** An official town highway map, illustrating highway locations, classifications, and mileage shall be available for inspection in the Town Clerk's Office.

#### IV. STANDARDS FOR NEW CONSTRUCTION

**4.1 Waivers:** Requests for waiver of any portion of these standards shall be made in writing to the Board of Selectmen. If the Selectmen find that any of the following considerations require waiver of one or more of the standards, they may do so after considering of the public interest, topography, adequacy of highway design, ease of snow removal, drainage, or maintenance of safe conditions.

##### **4.2 Standards:**

**A. Design:** Highway design shall be based on projected maximum average daily travel including future extensions and usage.

**B. Inspection:** All highway designs, including cut and fill plans, gravel pit plans, surveys, layouts, right-of-way, road construction site, preparation and construction shall be inspected by the town Road Foreman and Selectmen. Professional engineering, surveying, and legal expertise may be employed by the Town to provide inspection and counseling services to Selectmen as considered necessary in authorizing, inspecting and accepting the construction or altering of highways. This expertise shall be at applicant's expense, if for construction of new roads or upgrading of existing Class 4 roads.

**C. Right-of-way width:** The right-of-way shall be fifty feet in width, with additional slope rights and rights-of-ways where necessary. The highway surface for travel shall be built in the center of the right-of-way and the right-of-way shall be cleared to permit and facilitate snow removal and proper maintenance of drainage ditches, culverts, slopes and banks, accesses, turnouts and turnarounds, and other features of the highways. Dead and diseased trees, brush, and stumps shall be removed. Cutting of all trees and other vegetation from the right-of-way shall be accomplished in consideration of erosion potential and the development of reasonable and good aesthetic qualities of the highways. Road design and drawings shall reflect the general clearing plan.

**D. Shoulders:** Shoulders shall extend at least two feet on each side of the traveled surface of a highway built or improved in Sharon. Shoulders shall be slightly pitched to prevent excessive erosion and unsafe conditions.

**E. Traveled way:** The traveled portion of all public roads shall be a minimum of sixteen feet in width or as specified in particular locations by the Selectmen in consideration of subsurface conditions, banks and slopes, grades, turnouts, access ways, and other highway features.

**F. Highway Sub-Grade and Surface Preparation:** The highway shall have a minimum of fifteen inches (15") of processed gravel sub-base, with the top 3 inches being crushed gravel. (8/21/01) Where extreme subsoil conditions exist, the **Selectmen may require the use of additional amounts of gravel, plus sand cushion and under drain to insure a stable road.** Gravel shall be good bank run, and meet VTrans specifications for gradation. No stone larger than six inches (6") shall be placed in the twelve-inch depth of gravel, and no stone larger than two inches (2") shall be placed in the top three inches. The gravel surface shall be fine graded, compacted and crowned to the required grade with grader, roller, and hand labor. Material will be graded so that water does not remain on the road surface, and have adequate space for proper ditching. (8/21/01)

**G. Drainage Ditches:** Drainage ditches shall be provided where necessary. They shall be constructed to prevent infiltration of water into the gravel sub-base and to conduct storm drainage to waterways and absorption areas. Accordingly, drainage ditches adjacent to

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roads are normally to be at least twelve inches below finished grade in order to minimize spring breakup conditions. Ditches shall be shaped to prevent excessive erosion on both shoulder and right-of-way or bank sides of the ditch cross sections.

Soil exposed during ditch and slope construction or maintenance will be treated immediately following the operation as follows:

- Seed and mulch slopes less than 2.5%
- Placing biodegradable matting and seed on slopes between 2.5% and 5%.
- Stone lining ditches with angular material on slopes greater than 5%.

**H. Culverts:** Culverts shall be installed during construction of the highway sub-base and surface preparation. Backfill in excavations for culverts shall be compacted in 6-8" lifts to prevent or minimize settling in surface, shoulders, or slopes. Culverts shall be made of plastic or galvanized steel. All new driveway culverts will have a minimum diameter of 15 inches. All new roadway culverts will have a minimum diameter of 18 inches. Culverts over 36" in diameter shall conform to VTrans Hydraulics Manual. End treatment (inlet or outlet) will also be evaluated in accordance with this manual. Culvert sections shall be properly joined and shall extend at least two feet (2') beyond highway surface and shoulder width. Inlet and outlet ditches, boxes and other protection necessary shall be provided to minimize erosion damage at culvert inlet or outlet areas, and to banks, slope, or ditches. Culverts shall be of adequate length to permit easy turning on or off the highway and shall be kept as low as possible

**I. Grades:** Highway grades shall not exceed ten percent unless paved or double-tacked and in no case shall grade exceed fourteen percent (14%). Finished grades (transverse and longitudinal) shall be smoothed to eliminate sharp dips in traveled surface and, as may be necessary, to permit efficient snow removal and proper drainage.

**J. Alignment and Curves:** Town highways shall be aligned and constructed to provide safe travel for trucks, graders, school buses, and emergency vehicles, to provide sufficient visibility and access in all weather conditions. Proper drainage shall be maintained on curves and bridge approaches.

**K. Bridges:** All bridges (structures with spans greater than 6 feet) will have waterway openings designed in accordance to the latest VTrans Hydraulics Manual. Bridge design and construction shall conform to current VTrans standards, specifications, designs, and guidance on a case-by-case basis.

**L. Turnarounds and Dead End Streets:** Turnarounds on dead end highways shall have a radius large enough to accommodate all equipment and vehicles using or servicing the road and area including fire equipment and school buses. Drainage shall be provided to prevent

impounding of water. Roadside features shall permit proper snow storage.

**M. Turnoffs:** Turnoffs with adequate elevation, surface, drainage, ditches, and culverts will be provided to permit safe passing under summer conditions and winter conditions, and shall be scaled and constructed to enable effective and efficient snow removal.

**N. Curb cuts, driveways and access ways:**

1. All driveways, approach roads, and any other curb cut, including temporary access ways for agriculture and logging, entering upon a public highway shall be constructed at a ninety-degree angle to such highway, or shall be provided with a surfaced area of ninety-degree angle. They shall be constructed with a dip or depression where the grade of the highway meets the grade of the shoulder of the driveway or approach road. It is recommended that all entrance accesses be constructed level with the Town Highway for a minimum of 25 feet. Necessary traffic control costs will be borne by the owner.

2. Culverts shall be installed as specified by IV (H).

3. Culverts shall be maintained by the Town when they have been installed within the Town's right-of-way.

4. No curb cut will be permitted where there will be a restriction or hindrance of a ditch or waterway unless adequate provisions are made to alleviate such restrictions or hindrances. Any such provisions may be included as conditions within any permit issued, for which the applicant must be responsible.

5. Minimum sight distance along a town highway at the curb cut shall be a minimum of 150 feet. Vegetation and trees shall be removed as necessary to provide for visibility and safety.

6. The property owner shall maintain the curb cut to the satisfaction of the Town.

7. Major changes to any existing access shall comply with all the above.

**8. Temporary Accesses:** When the stated use for a temporary access has ended, for example a logging operation is completed, the landowner (applicant) is responsible for removing the access way and restoring all ditches and grades to their original condition.

**O. Slopes and Banks:** Vertical or sharp cut faces, excepting ledge, shall not be permitted. Soil stability of bank shall be a design consideration, and slope or bank shall be designed

and constructed to prevent instability, slides, washes, or other disturbance to the slope or bank surface or sub-surface. Banks shall not interfere with snow removal. After construction and final grading of banks, banks will be seeded to minimize surface erosion. Cribbing or rip-rap shall be provided where necessary.

**P. Guard Rails and Posts:** Guard rails and posts will be provided to meet essential traffic control and safety needs and shall not interfere with snow removal. Normally, any highway with a slope or bank falling away on a slope steeper than 1 on 3 from the road surface, and which is ten feet or higher in elevation, shall be protected with a guard rail and guard posts. Guard posts and rails shall also be provided to warn and protect traffic from ledge or other obstruction where necessary in consideration of traffic volume, road width, and safety. Guard rails shall be installed according to the AASHTO Roadside Design Guide.

**Q.** The Board of Selectmen shall determine when implementation of these standards is necessary and reserves the right to amend these standards as needed.

#### **V. HIGHWAY ACCEPTANCE: CONDITIONS AND PROCEDURES**

**5.1 General Procedures:** The process for consideration of the acceptance of a road into the town highway system shall conform to VSA Title 19 Sections 708-711 and to Article V Sections 5.1 - 5.5 of this policy. In all cases, the road must be designed, laid out and constructed by the owner(s) in conformance with the standards prescribed in Article IV of this policy. If an application is made by freeholders to the Board of Selectmen to upgrade a Class IV highway, the Board may require as a condition of approval that the applicant(s) comply at their own expense with any or all standards prescribed in Article IV which the Selectmen judge to be requisite under the circumstance.

**5.2 Tax Base:** When the Board of Selectmen considers accepting a road or upgrading a town highway, they shall balance the cost of upgrading and/or maintaining the road or highway with the following factors:

- a. The number of year-round dwellings or structures being served by the highway;
- b. The number of people intending to use the highway;
- c. The number of vehicles intending to use the highway;
- d. The need of year-round emergency vehicle access to any or all properties accessed by the highway;
- e. The need of school bus access;



f. The listed value and tax income from all properties being served by the highway.

**5.3 Application Process:** An application including technical data, designs, and drawings shall be submitted to the selectmen before new road construction is started and before any road may be upgraded. The Selectmen shall set a time for final inspection and shall hold one or more public hearings before finally accepting any new road or approving reclassification of an existing road constructed in accordance with Article IV standards.

**5.4 Deed to Town:** Before a road is accepted by the town: The owner(s) of the property where it is built shall deed to the town a fifty foot right-of-way, twenty five feet each side of the centerline, including slope rights if necessary: such deed to be a Vermont warranty deed free and clear of all encumbrances and properly supported by a survey showing roadway and right-of-way center lines, driveways, utility lines surface (and/or sub-surface), and major road features, alignment, and curves.

**5.5 Completion Date:** Highways are to be completed by November One so that inspections and acceptance can be completed before winter. Any highway completed after November one will not be accepted until after June one the following year.

## VI. POLICIES AND PERMITS:

**6.1 Winter Plowing:** Class 2 town highways will be given highest priority when storm conditions justify. All class 3 town highways will be plowed to the extent necessary to allow access to homes of winter residents. No class 4 town highway will be plowed by the Town of Sharon, except as noted in Section 6.2.

**6.2 Class 4 Town Highways:** it is the policy of Selectmen to maintain class 4 town highways as seasonal highways. They will not be plowed nor otherwise maintained in winter, except as ordered by the Board of Selectmen because of emergency or highly unusual circumstances. Likewise, class 4 town highways are not to be expected to be fully serviceable during "mud" season. Grading, installation and/or replacement of culverts, ditch work, and addition of gravel will be accomplished to improve the stability of the roadway as funds, manpower, and other necessary work allow.

Any prospective landowner wishing to purchase or improve a property served by a Class 4 town highway should contact the Selectmen prior to purchase or improvements occur to ascertain the current level of maintenance. Should any landowner with property adjacent to a Class 4 town highway desire to improve the condition of the highway, he may do so at his own expense provided an application is made, in writing, to the Selectmen and approval is granted.

In evaluating whether to grant permission to allow improvements to any class 4 highways,

the Selectmen shall consider the following:

- A. Assurance that the Town of Sharon will have no responsibility for maintenance or any legal liability for damages to persons or property occurring within the right-of-way limits.
- B. The potential loss of the highways for winter recreational uses if the landowner(s) choose to plow the highway at their own expense, if this happens to be an issue the landowner should attempt to maintain existing recreational linkages through negotiations with private landowners abutting the roadway.
- C. Maintenance of a permanent access way to all parcels of land served by the highway.
- D. The testimony of all abutting landowners with respect to the desirability of making road improvements.
- E. The improvements are consistent with the standards described in Article IV Section 4.2, so that unnecessary re-working can be avoided should the highway be reclassified as class 3 at some future date.

**6.3 Obstructions to Town Highways:** Without written permission from the Board of Selectmen, it shall be a violation of this policy to:

- A. build a fence or building, deposit material of any kind, or affect the existing grade in any way within a highway right-of-way; or
- B. obstruct a ditch, culvert, or drainage course that drains a highway; or
- C. fill or grade the land adjacent to a highway so as to divert the flow onto the highway right-of-way.

Selectmen may make such rules and regulations to carry out the provisions of this section as will adequately protect and promote the safety of the traveling public, and shall in no case deny reasonable ingress and egress to property abutting the highways, using said safety as the test for reasonableness.

An application to the Board of Selectmen for a permit by reason of development subject to the provisions of this section shall include a proposed highway access plan for the entire tract of land. The Board of Selectmen may impose reasonable conditions in order to reduce the number of accesses that will be required for the tract of land. Such conditions may include set-back of any construction or improvements from the highway to allow for

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provision of frontage road or roads, acceleration and deceleration lanes and other areas for off-highway control and management of vehicles and may require reimbursement for costs to the Town of installation of traffic control devices or road improvements reasonably required by reason of development; and to permit integration of such access and on-site traffic control facilities and connection of frontage roads between contiguous tracts of land as development is occurring or may occur along the highway.

In addition, the Board of Selectmen may as development occurs on land abutting such highway, provide as a condition of any permit for the elimination of access permitted thereunder to the degree a common frontage road may make elimination feasible and practicable.

In addition to any other enforcement powers that may be provided for by law, the Board of Selectmen may institute proceedings under 24 V.S.A. Section 43 to enforce this section (1) injunctive order, (2) assurance of discontinuance and, (3) civil penalty.

**6.4 Construction and Maintenance of Access to Town Highways:** All costs of developing, installing or maintenance of access facilities shall be the responsibility of the individual requesting an access permit under Article VI Sections 6.4 and 6.6 of this policy and/or landowners utilizing such access for their convenience. Such costs shall include paving or repaving of surfaces, the installation or replacement of culverts, maintenance of ditches, and necessary traffic control devices, including signs incidental to such access. Repair of damage to these facilities caused by utilities, contractors, town maintenance crews or other parties not affiliated with the applicant and/or landowner, will be an obligation of all parties responsible for the damage.

**6.5 Load Limits:** Unless otherwise posted by the Board of Selectmen in accordance with 23 V.S.A. Section 1392, the gross weight limit on class 2, 3, and 4 town highways and bridges with other than wood floor shall be 24,000 lbs., and shall include any additional weight allowed by permit in accordance with Section 6.7.

**6.6 Access/Driveway Permits:** A driveway permit, issued by the Board of Selectmen, shall be required to develop, construct, or alter the percent of grade of any driveway, entrance or approach to a town highway.

**6.7 Excess Weight Permits:** In accordance with VSA 23 Section 1400, requests for temporary excess weight permits can be made to the Board of Selectmen. In considering whether to grant such permit, the Board shall take into account possible damage to the roadway and the financial responsibility of the permittee. If a permit is issued and damage to roadways, bridges, or culverts occurs, the permittee will be held financially responsible. Failure to repair such damage will result in the town completing the work and billing the permittee.

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**Attachment D – Plan Set**

**To download the Plan Set, please visit:**

<https://sharonvt.net/wp-content/uploads/2024/06/Sharon-Elem-Drainage-plan-set-04-30-24.pdf>

**To request a digital copy of the plans, please email:**

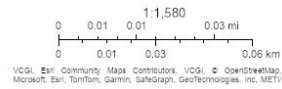
Nicola Shipman  
selectboard@sharonvt.net

Attachment E – Maps and Photos

Baxter Memorial Library Location



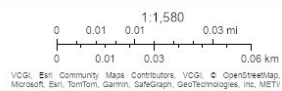
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Baxter Library - Proposed Drainage Site

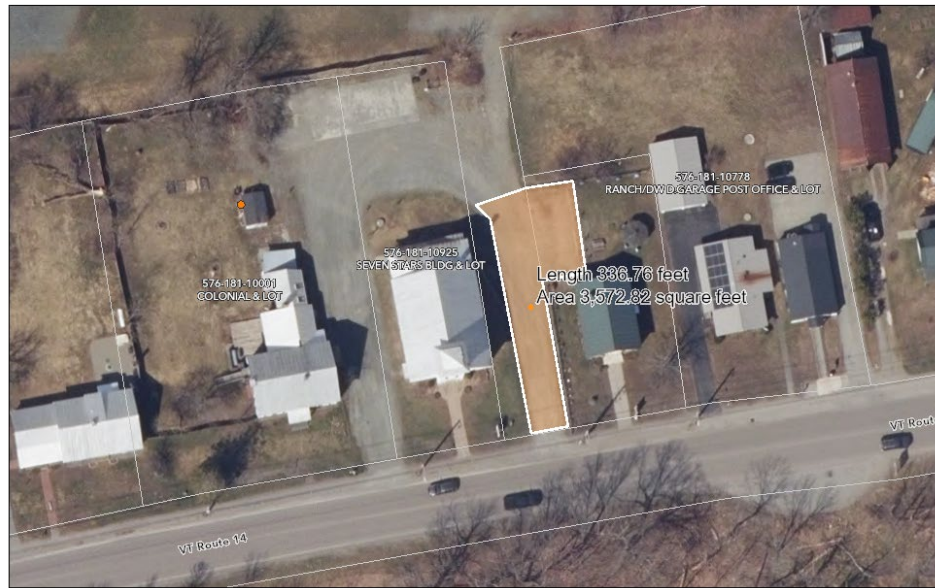


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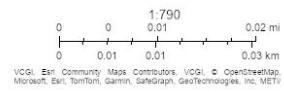


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Baxter Library - Estimated Paving Area



6/3/2024, 10:37:38 AM



Attachment F – Sample Contract

TOWN OF SHARON  
SAMPLE CONTRACT FOR HIGHWAY MAINTENANCE AND REPAIR

This Contract is entered into on [month day, year], by and between [Municipality Name] (hereinafter “Municipality”) and [name of contractor], a [type of entity, such as “limited liability corporation”] with a principal place of business in [location], Vermont, with a mailing address of [mailing address], (hereinafter “Contractor”) for the maintenance and repair of the public highways of the [Municipality Name]. Municipality and Contractor are referred to collectively as “parties.”

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

ARTICLE 1: CONTRACT DOCUMENTS

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

ARTICLE 2: TERM

The term of this Contract shall be from [start date] to [end date]. The term of the Contract may be extended by mutual agreement of the parties, which agreement must be reduced to writing and duly executed by the parties.

ARTICLE 3: LEGAL PARAMETERS

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

ARTICLE 4: SCOPE OF SERVICES AND COMPENSATION

The scope of services to be provided and compensation to be paid under this Contract are detailed in Attachment[s] [“A” or “B” or “A and B”]. The following work may be contracted or otherwise completed by Municipality and is not a part of this Contract:

Contractor shall perform and complete in good and workmanlike manner all work required in connection with the Contract. Contractor shall complete all work in compliance with Municipality’s Road and Bridge Standards, as adopted by Municipality on \_\_\_\_\_, a copy of which is appended to this Contract. Municipality has the right to inspect and may reject any services provided by Contractor under this Contract that, in Municipality’s determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards. In the event of default the Contractor will be liable to the Municipality for the cost of completion and/or repair.

**Invoices and Billing:** Contractors are encouraged to submit monthly invoices and a final invoice upon conclusion of the project. Invoices shall include the project number and shall be sent to the Finance Manager by email to [financemgr@sharonvt.net](mailto:financemgr@sharonvt.net) and/or via mail to PO Box 250, Sharon, VT 05065.

The Town of Sharon shall issue payment for invoices submitted within 21 days of receipt.

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**ARTICLE 5: INDEPENDENT CONTRACTOR**

The Contractor will act in an independent capacity and not as officers or employees of the Municipality. Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits. Contractor shall at all times be free to exercise initiative, judgment, and discretion in how best to perform or provide the services identified herein. Notwithstanding the above, Contractor will work closely with the Municipality or Municipality's agent and meet periodically when requested.

**ARTICLE 6: SUBCONTRACTING**

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of Municipality and subject to such conditions and provisions as Municipality may deem necessary or desirable in its sole discretion. If Municipality permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing Municipality certificates of insurance showing all of the coverages required in Article 13 of this Contract. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Municipality may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within [number] days of receiving payment from Municipality.

**ARTICLE 7: LIAISON**

To assist the parties in the day-to-day performance of this Contract, ensure compliance, and maintain open lines of communication, a liaison and alternate liaison shall be designated by the Contractor and the Municipality. A party may contact the alternate liaison only after reasonable attempts to communicate with the primary liaison have failed. The Municipality shall designate its liaison and alternate liaison by resolution of its legislative body and said liaisons shall only have those powers expressly conferred in the resolution. Unless specifically authorized in that resolution, the Municipality liaison shall not have the power to make alterations or additions to this Contract.

**Contractor Liaison      Municipality Liaison**

Name:      Name:  
Title:      Title:  
Address:      Address:  
Telephone Number:      Telephone Number:

**Contractor Alternate Liaison      Municipality Alternate Liaison**

Name:      Name:  
Title:      Title:  
Address:      Address:  
Telephone Number:      Telephone Number:

**ARTICLE 8: EQUIPMENT AND MATERIALS**

Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this Contract. Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses, or



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temporary work related to signs, cones, or other traffic controlling equipment.

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

**ARTICLE 9: PERSONNEL**

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

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

Contractor further agrees to include this provision in all subcontracts.

**ARTICLE 10: SAFETY AND TRAFFIC CONTROL**

The Contractor alone shall be responsible for the safety and security at construction sites and when working in or adjacent to public highways. Contractor is solely responsible for traffic control at the locations of and while engaged in highway services and/or maintenance. Traffic control practices, equipment, and signage shall comply with the Manual on Uniform Traffic Control Devices, latest edition. Contractor shall maintain one lane of traffic at all times unless closure for public safety is authorized by Municipality. Contractor shall also provide for the establishment of detours as needed. Contractor shall erect other barricades as may be directed by Municipality.

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

All work shall be completed within the Municipality's right-of-way and/or public easements unless expressly and specifically directed to do so by the Municipality.

***[Insert any particular times or areas to be maintained, if applicable, such as: "Contractor will clear and maintain the access road to the recycling depot on the first and third Saturdays of each month."]***

***[If applicable, insert sentence regarding Contractor's responsibility to clear access points to dry hydrants, if any.]***

**ARTICLE 12: INDEMNIFICATION**

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

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

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

**ARTICLE 13: INSURANCE**

**Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect.** Contractor agrees that it will provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and that it will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Municipality. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Contract. The provisions of this section shall also apply to all subcontractors, other lower tier contractors, independent contractors, and sole proprietors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Contract shall be issued by an insurer licensed to do business in the State of Vermont with a rating of A or better from a financial rating organization such as S&P or AM Best. Contractor shall not commence or perform any work under this Contract until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the Municipality as an additional insured.

Contractor agrees to maintain at all times during the period of this Contract all of the following:

**General Liability.** Commercial General Liability insurance coverage providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Contract), independent contractors, and products-completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate, applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policies shall name the Municipality as an additional insured.

**Automobile Liability.** Business automobile liability insurance covering liability for bodily injury and property damage arising out of the Municipality's ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella

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or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policies shall name the Municipality as an additional insured.

**Workers' Compensation.** Workers' compensation insurance in compliance with all applicable statutes including an all states or universal endorsement where applicable. Such policy shall include employer's liability coverage in an amount of no less than \$500,000. If Contractor is not required by statute to carry workers' compensation insurance, Contractor agrees: (1) to provide Municipality with evidence documenting Form 29 has been filed with the Vermont Department of Labor, which excludes Corporate officers or LLC members from the requirement of obtaining workers' compensation insurance; (2) to provide prior notice to the Municipality of any change in exemption status; and (3) to defend, hold harmless, and indemnify Municipality from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers' compensation or employers' liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain workers' compensation insurance, Contractor agrees to promptly provide Municipality with evidence of such insurance coverage.

**ARTICLE 14: WARRANTY AND BOND**

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

**ARTICLE 15: NON-APPROPRIATION**

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

**ARTICLE 16: DEFAULT AND TERMINATION**

Municipality may terminate this Contract, with or without cause, upon 30 days written notice. In addition, the occurrence of any of the following shall constitute default by Contractor and, if not corrected within 10 days of Municipality providing Contractor written notice of the default, shall allow Municipality to terminate this Contract:

- (1) failure to adequately perform or deliver the required services;
- (2) failure to follow the specifications or standards established by this Contract;
- (3) failure to perform or complete the services in a timely fashion as established by the Municipality;
- (4) if applicable, failure to provide the required bonds or other security acceptable to Municipality before starting any work;
- (5) bankruptcy;
- (6) making a material misrepresentation;
- (7) persistently disregarding laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
- (8) failure to make satisfactory progress towards completion of this Contract; or

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(9) failure to perform any other material provision of this Contract.

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

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

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

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

**ARTICLE 17: REMEDIES**

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

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

**ARTICLE 18: ARBITRATION**

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

**ARTICLE 19: SEVERABILITY**

The provisions of this Contract are severable and if a court of competent jurisdiction holds any portion of

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this Contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

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

**MUNICIPALITY: By the members of its Selectboard:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Witness as to Municipality

**CONTRACTOR:**

By: \_\_\_\_\_  
*[Name and title]*, duly authorized representative of Contractor

In the presence of:

\_\_\_\_\_  
Witness as to Contractor

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**ACKNOWLEDGMENT OF ARBITRATION**

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

**MUNICIPALITY: By the members of its Selectboard:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Witness as to Municipality

**BY CONTRACTOR:**

By: \_\_\_\_\_  
*[Name and title]*, duly authorized representative of Contractor

In the presence of:

\_\_\_\_\_  
Witness as to Contractor