



# Town of Sharon

## Invitation to Bid

WINTER MAINTENANCE ASSISTANCE

November 15th, 2025 – April 15th, 2027  
Two Seasons

ISSUANCE DATE .....September 9<sup>th</sup>, 2025

DEADLINE FOR SUBMITTAL .....October 14<sup>th</sup>, 2025 by 1PM

**Contact:**

Nicola Shipman, Town Administrator

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

(802) 763-8268 ext. 4

**Prepared by the Town of Sharon**

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## **Sharon\_Winter Maintenance\_2025-2027**

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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.

For the duration of the contract period, bidders will:

1. be at least 18 years old
2. provide and maintain a valid driver's license appropriate to all equipment used
3. provide and maintain insurance coverages as specified for the duration of the contract
4. provide and maintain labor, equipment and materials suitable for provision of services specified
5. demonstrate access to winter salt and sand supplies meeting State of VT specifications
6. be able to maintain communication with the Sharon Highway Department and VT State Police (to report tree damage or ROW obstructions)

#### **Description**

The Town of Sharon is seeking an experienced contractor to manage winter maintenance of village sidewalks, building entrances, and municipally-managed parking lots for a total of two winter seasons starting November 15th and ending April 15 each season.

First season is defined as November 15<sup>th</sup>, 2025 – April 15<sup>th</sup>, 2026

Second season is defined November 15<sup>th</sup>, 2026 – April 15<sup>th</sup>, 2027

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

There will be no pre-bid meeting for this project. All contractors should visually inspect the sites prior to submitting a quote.

#### **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 Invitation to Bid 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. A sample contract is included with this ITB. See ATTACHMENT C.

#### **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 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:** Bids submitted become the property of the Town of Sharon.

#### **Pricing**

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1. Responsive bids will clearly state a maximum limiting amount per bid unit when submitting the per occurrence bids.
2. All work must be satisfactorily completed and signed off by Town before final payment shall be made.
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.

### **Right of Way/Access**

The Town of Sharon is presuming that limits for this contracted work falls within the Town right-of-way. Work outside of the limits of work will be at the Contractor's expense unless preapproved by the Town.

### **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\_WINTER MAINTENANCE\_2025-2027**  
Email: [selectboard@sharonvt.net](mailto:selectboard@sharonvt.net).
  - b. For mailed or hand-delivered bids, a sealed bid will be clearly marked in the lower left-hand corner:  
TOWN OF SHARON TOWN ADMINISTRATOR  
**SHARON\_WINTER MAINTENANCE\_2025-2027**  
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. Additional materials which clarify and/or supplement the response form may be included.
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 the specifications and any exceptions must be noted. A bidder 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 of **Tuesday, October 14<sup>th</sup>, 2025 at 1PM.**
5. Bids will be reviewed at the next regularly scheduled public meeting of the Selectboard after the submission deadline anticipated to be the third Monday of October.

**General Provisions**

**1. Bid Coordinator Contact Information**

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

Nicola Shipman, Town Administrator  
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 Invitation to Bid. 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 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

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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.

**Evaluation and 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 **must include all of the following documents prior by the bid deadline** to be considered by the Town. **Incomplete bid submittals will be rejected as unresponsive.**
  - ☐ Proof of Insurance to meet or exceed the limits described
  - ☐ Completed W-9
  - ☐ Copy of Valid Driver's License
  - ☐ Attachment B – Bid Form with all items completed and signed by authorized agent
  - ☐ Addenda, if issued, shall be included in the submission and signed
  - ☐ Equipment list

**B. 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.

**C. Start of Work**

Work will commence only following the execution of an approved and signed contract.

-Additional Documents to Follow-

**Attachment A – Scope of Work**

**Overview:** The following is intended to be a good faith effort to outline the scope of work for bidders. Bidders are responsible for visiting the locations described, asking clarifying questions as needed and submitting bids that include the total costs of labor, equipment and materials.

**1. TH-43 (Sharhart Road)**

- a. **Description:** TH-43 is a dirt road locally known as Sharhart Road and is calculated at 0.14 miles. Starting from the Rte. 14 intersection, the road proceeds across railroad tracks, uphill through the Wood Lane intersection to the municipal turnaround.
- b. **Requirements:**
  - Plowed to ensure not more than 6 inches of accumulation or as conditions require for safe travel
  - Sanded in accordance with best practices for public safety

**2. TH-61 (School Street) / Schools and Town Office Parking Areas**

- a. **Description:** TH-61 is an asphalt road locally known as School Street and is calculated at 0.17 miles. Additional asphalt surfaces requiring winter maintenance include:
  - TSA Middle School Parking Area
  - All asphalt surfaces around the TSA Middle School building
  - Sharon Town Offices Parking Area
  - Sharon Elementary School Parking Area
  - Path to propane tank
- b. **Requirements:**
  - Plowed by 6:30AM, then every 3 inches through 5:00PM daily
  - Sanded/salted in accordance with best practices for public safety
  - Clear to bare pavement within 24 hours of a storm
  - Snow cannot be piled in front of the Ballot Box due to voter access requirement

**3. Baxter Memorial Library Access Road and Parking Area**

- a. **Description:** Located at 5114 Vermont Route 14 in Sharon, Vermont, this town highway serves as an emergency access road to the Sharon Elementary School as well as access to the municipal library parking.
- b. **Requirements:**
  - Plowed by 7:30AM, then every 3 inches through 5:00PM daily
  - Sanded/salted in accordance with best practices for public safety
  - Provide clear access within 12 hours of storm event, contingent upon the State of Vermont's Rte. 14 plowing and storm cleanup schedule

**4. Village Sidewalks**

- a. **Description:** In previous years, the Town has estimated the length of sidewalks to be 0.374 mile, due to the addition of 200ft of sidewalk due to the upgrades to the VTrans park and ride. We now estimate approximately 0.412 miles of sidewalk. The VTrans projected end date is November 15, 2025.
- b. **Requirements:**
  - Cleared by 8:00AM, then every 3 inches through 5:00PM daily
  - Sanded/salted in accordance with best practices for public safety
  - Provide clear access within 12 hours of storm event, contingent upon the State of Vermont's Rte. 14 plowing and storm cleanup schedule

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- Maintained to ensure not more than 3 inches of accumulation between 7:30AM – 5:00PM daily
- Cleared to bare pavement within 24 hours after a storm event
- Sanded/salted in accordance with best practices for public safety

#### **5. Building Access - Walkways, Entrances & ADA-Accessible Ramps**

- a. **Description:** The Town of Sharon must provide winter access into several buildings including the Town Offices, the Old Town Hall, the Old School House and the Baxter Memorial Library.

i. Town Offices: 15 School Street

- a. Front entrance on Route 132
- b. Side entrance on School Street
- c. To include all steps and ADA ramps
- d. Snow cannot be piled in front of the Ballot Box due to voter access requirements

ii. Old School House: 20 School Street

- a. Front Entrance on Route 132
- b. Rear Entrance including stairs and ADA ramp
- c. TWO emergency exits on either side of the building

iii. Baxter Library: 5114 VT Route 14

- a. Front walkway and steps on Route 14
- b. Rear entry including steps plus ramp as needed (covered)
- c. Front walkway to be cleared within 24 hours of storm event

iv. Old Town Hall/Historical Society Museum: 24 Route 132 (Village Green)

- a. Front Entrance/ADA Ramp to be cleared within 24 hours of storm

b. **Requirements:**

- Cleared by 7:00AM, then every 3 inches through 5:00PM daily.
- Sanded/salted in accordance with best practices for public safety
- Clear to bare pavement within 24 hours after a storm

#### **6. 24-Hour Post-Storm Clean Up**

- a. Clear access to Propane Tank at Town Offices
- b. Clear access to Ballot Box at Town Offices



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**Attachment B – Bid Form (Required)**

Primary Bid Contact: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

Billing/Mailing Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Bid Unit – Please use cost “Per Occurrence”**

- |  |                      |
|--|----------------------|
| 1. TH-43 (Sharhart Road)                   | _____ per occurrence |
| 2. TH-61 (School Street) & parking lots    | _____ per occurrence |
| 3. Library Access & parking lot            | _____ per occurrence |
| 4. Village Sidewalks (approx. 0.374 miles) | _____ per occurrence |
| 5. Park and Ride Sidewalk (approx. 200ft)  | _____ per occurrence |
| 6. Baxter Library Access                   | _____ per occurrence |
| 7. Town Offices Access                     | _____ per occurrence |
| 8. Old School House (TSA) Access           | _____ per occurrence |
| 9. Sharon Historical Society Access        | _____ per occurrence |
| 10. 24-Hour Post Storm Clean Up            | _____ per occurrence |

**TOTAL “PER OCCURRENCE” BID (sum of 10 units)**      \$ \_\_\_\_\_ **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 services as proposed without escalation of prices and in accordance with the aforementioned scope of work. The Bidder, by signing below, also certifies they can provide the necessary labor, equipment and materials to fulfill the contracted services as described.

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

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

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

**TOWN OF SHARON  
AGREEMENT FOR SERVICES  
PLOWING, SANDING and WINTER MAINTENANCE  
November 15, \_\_\_\_\_ – April 15, \_\_\_\_\_**

This Contract is entered into on \_\_\_\_\_, by and between the Town of Sharon (hereinafter “Municipality”) and “ENTER CONTRACTOR NAME”, (hereinafter “Contractor”) for plowing, sanding and winter maintenance of municipal highways, parking areas and village sidewalks in the Town of Sharon. 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 \_\_\_\_\_ to \_\_\_\_\_. 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 A – Invitation to Bid.

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:**

CONTRACTOR is encouraged to invoice the Town monthly, beginning December 15, for work performed during the prior 30 days. The TOWN agrees to pay invoices in full within 21 days of receipt.

## **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 14 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, the Contractor will communicate regularly with the Highway Supervisor of the Town of Sharon.

## **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 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 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.

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.

## **ARTICLE 11: INDEMNIFICATION**

Contractor shall indemnify and hold harmless Municipality, and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys' fees, liens, and judgments of every

nature and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

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

## **ARTICLE 12: 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 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 13: 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 14: 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 15: 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
- (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 16: 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 17: 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 18: SEVERABILITY**

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



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

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

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

In the presence of:

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

**CONTRACTOR:**

By: \_\_\_\_\_  
duly authorized representative of Contractor

## 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:**

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

**BY CONTRACTOR:**

By: \_\_\_\_\_  
duly authorized representative of Contractor